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

CITY COMMISSION AGENDA

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

1. **CALL TO ORDER**

2. **OPENING PRAYER-** Pastor Henry Porter, Friendship Missionary Baptish Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the minutes from the June 17, 2019 regular meeting.

6. **PROCLAMATIONS**

   a. Celebrating our Waterways Month - Fort Pierce Yacht Club

7. **LETTERS TO COMMISSION**

   a. Vujade's review at marinas.com said the Marina staff is fantastic and friendly, and they would recommend the City Marina to anyone for short term or long term.

   b. Odissea's review at marinas.com said the Marina's staff and amenities are amazing, and it is very safe and secure right downtown and what a downtown!

   c. Email from Michael Broderick thanking Mike Reals, Public Works Director, for the paver repairs and the trash barrel installation near his facility.

   d. Letter from Ismael Brunson, President/CEO of Sponsor Me Inc. thanking the City of Fort Pierce for making it possible to give educational scholarships and back to school items to underprivileged children in the community.

   e. Email from Bruce Murray commending Police Officer Velez for his professional and impressive handling of a situation in Surfside.

f. Commendation from Marie Daniels for Officers John Ward and Mark Acevedo's impressive mannerism and professionalism during her several contacts.

g. Email from Toni Pressimone thanking Sharon Engle, Sunrise Theatre Director and her staff for the most amazing experience in the past 13 years of owning her dance studio and producing an end-of-the-year recital.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. National Conference on Preventing Crime in the Community Youth Attendees Presentation to the City Commission

b. Update on 1710 Seaway Drive which had been previously scheduled for a show cause hearing on April 1, 2019, but an update required in 90 days.

11. **CONSENT AGENDA**

a. Approve entering into a contract with Florida Department of Corrections for a Labor Crew in an amount not to exceed $65,122 to provide additional labor to assist the Parks and Grounds Division in maintaining City rights of ways, properties and parks.

b. Approval of travel for Commissioner Rufus Alexander to attend FLC Committee July 19, 2019 in the total amount of $337.04.

c. Approval of travel for Mayor Linda Hudson to attend FLC Committee meeting on July 19, 2019 in the total amount of $128.76.

d. Approval to award RFP No. 2019-011 for Annual Plan Review Services to C.A.P. Government, Inc., Coral Gables, FL, in an amount up to $150,000.00 annually.

e. Approval to award RFP No. 2019-012 for Annual Inspection Services to C.A.P. Government, Inc, Coral Gables, FL, in an amount up to $125, 000.00 annually.

f. Request to reduce code enforcement lien in the amount of $419,040.00 (includes $40.00 recording fees) against 1312 Edgewood Terrace, Ft. Pierce, FL 34950 - Parcel ID Number 2404-807-0013-000-7 previously owned by Justin Mitchell, 3968 Alla Road, Los Angeles, CA 90066 and currently owned by Claude Facey, Team Facey Real Estate LLC, 2833 SW Brighton Street, Port St. Lucie, FL 34953 to $2,500.00 payable in 30 days.

g. Request approval of Change Order No. 8 with CWR Contracting, Inc., for the reconstruction of Avenue A and Avenue B from 7th Street to 8th Street in the total amount of $351,634.96.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 19-028 amending Floodplain Management Ordinance. FIRST READING

b. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction submitted by the property owner Lawrence Drulard, for new construction located seaward of the Coastal Construction Control Line (CCCL) at 620 South Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R4-A). The Parcel ID: 2401-503-0002-400-9.

c. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction submitted by the Property Owners, Thomas Gallagher & Thomas Gordon, & Applicant, Saint James Christian Academy, to operate a 6th-12th grade school, located at 2810 & 2838 South US Highway 1 in Fort Pierce, FL. The property is zoned General Commercial (C-3) & the Parcel ID: 2422-314-0004-000-4 & 2422-314-0003-000-7.

d. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction submitted by property owner Galleria at Downtown Fort Pierce LLC, to establish Commercial Parking Lot at 120 North Depot Drive, Fort Pierce, Florida. The property is zoned Central Commercial (C-4), Parcel ID: 2410-503-0077-000-9.

13. **CITY COMMISSION**

a. Resolution No. 19-R27 appointing Fran O. Ross, Esq. as Special Magistrate for an initial term of three years with two 2-year renewal options.

b. Resolution No. 19-R28 appointing Craig P. Rogers, Esq. as Special Magistrate for an initial term of two (2) years with two 2-year renewal options.

c. Resolution No. 19-R29 appointing Claudette Pelletier,, Esq. as Special Magistrate for an initial term of two years with two 2-year renewal options.

d. Resolution No. 19-R31 appointing members to the Historic Preservation Board following a vote.

e. Submittal of Applications for Appointment/Reappointment to serve as regular and alternate members for the City Commission on the Civil Service Appeals Board.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

Meeting Date: 07/01/2019

Re:

SUBJECT:

Approval of the minutes from the June 17, 2019 regular meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox Started On: 06/26/2019 03:19 PM

Final Approval Date: 06/26/2019

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 17, 2019**

1. CALL TO ORDER

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

2. OPENING PRAYER - Elder Ricardo McGee, Bass Temple Church of God in Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

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

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

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

Passed

6. **PROCLAMATIONS**

Mayor Hudson issued the Proclamation.

a. Juneteenth Proclamation

7. **LETTERS TO COMMISSION**

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.

There were no comments from the public.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson approved with the removal of item 11 d.

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

Passed

10. MISCELLANEOUS REPORTS

a. Parking Committee Report and Recommendations

South Causeway Park Parking Lot – Rick Ross
In response to numerous parking violations and tickets being issued there is also a safety concern due to the traffic with children/adults crossing to get to parked vehicles. The current design was a temporary setup established in 2005 after hurricanes from the previous year. The Parking Committee recommends the Commission task the Engineering Department to design an update to address the parking and safety issues at South Causeway Park. Commissioner Johnson requested the addition of a beach barrier or berm to keep sand from blowing onto the road and to prevent erosion.

301 South Ocean Temporary Parking Lot – Mike Reals
This lot is being used daily. The current occupant of the building has a lease which expires in August 2020. Recently at a South Beach Business Association Meeting, the recommendation was made that the City of Fort Pierce remove the building located on that site. By removing the building, there could be potentially 60 additional parking spaces. Commissioner Perona requested the consideration of motorcycle parking be added to the proposal.

By consensus, the Commission recommended to move forward with the design, safety and funding options for both locations.

b. Annual Report on the Retirement & Benefit System

Ms. Morris, Director of Finance for the City of Fort Pierce, and Secretary-Treasurer of the Retirement Board gave an overview of the Retirement and Benefit System for the fiscal year ended 9/30/2018.

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.

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.

Ms. Morris further reported on contributions and contribution rates. Ms. Morris explained the criteria for cost of living adjustments (COLA):

Three 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 cannot 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.

c. Monthly Financial Report for the Month Ending April 30, 2019

Johnna Morris, Finance Director, presented a monthly report on the financial status of city funds. The report for month of April, 2019 encompasses the General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code and the Fort Pierce Redevelopment Agency Funds. All funds have positive net operating income for the current year.

11. CONSENT AGENDA

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

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

c. 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.

d. PULLED FROM AGENDA - NO ACTION TAKEN. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

Commissioner Perona pulled item 11 a for discussion.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve items 11 b, 11 c, 11e, 11 f, 11 g, 11 h, 11i.

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

Passed

As to item 11 a, Commissioner Perona wanted to acknowledge nomination of Ms. Anita Prentice to the Florida Artists Hall of Fame. Commissioner Perona shared that Fort Pierce is proud to have such a talented artist and her recognition is well deserved. Commissioner Alexander recommended that a Proclamation be issued in her honor. Mayor Hudson agreed. Mayor Hudson personally (as a citizen, not Mayor) submitted a nomination. Heathcote Botanical Gardens, St. Lucie County, Fort Pierce Main Street and the Backus have also submitted.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item 11 a.

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

Passed

12. PUBLIC HEARINGS

a. 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.

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

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators. There are no party interveners in this matter. That means that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must

know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications. There were no ex-parte communications.

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

Brandon Creagan, Planner, provided an overview of the project where 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 out parcel 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.

Staff recommends that the City Commission APPROVE the requests, subject to the following two (2) Conditions of Approval: 1.Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180; and 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.

Commissioner Johnson inquired about the number and location of trees on the site.

Mayor Hudson opened the Public Hearing.

David Baggett, of EDC, representing the applicant appeared and confirmed he was sworn in. He believes this is a great project for the City of Fort Pierce and will certainly improve this corner. They will continue to work with staff to develop a landscape plan which is satisfactory to all. Mr. Baggett addressed questions regarding the turn lane from US 1 and access for the site as well as drive aisle islands which may provide additional landscape options.

Seeing no one else, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 12 a with the two staff conditions.

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

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with 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.

Mayor Hudson indicated the Quasi-Judicial proceedings procedures remained in effect. No one requested they be read again.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; there were no communications.

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

Vennis Gilmore, Planning Analyst, indicated that 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 SingleFamily Low Density Residential Zone (R-1) with a Future Land Use (FLU) of Low Density Residential.

Staff recommends APPROVAL for the following reasons: a. Not a Variance Application; b. Conditional Uses do not require that a hardship be proven; c. Increased height does not negatively affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare; and d. Planning Board unanimously recommended approval on 5/14/19.

Staff mailed 44 notifications and received 4 in favor, 1 with no comment and 10 in opposition. Because 22.7% were in opposition, this application requires 4/5 vote of the Commission.

Commissioner Johnson inquired with City Attorney Pete Sweeney regarding any potential conflict of interest since he lives on this street. Commissioner Johnson indicated he believed he would receive no special benefit by voting on this project; therefore he has no conflict of interest.

Mayor Hudson opened the public hearing.

The applicant declined the opportunity to come forward to speak.

Rosemary Parnell confirmed she was sworn in and inquired about what the term conditional use means.
Jim Condit was sworn in and indicated they are new to the neighborhood and does not like the proposed height.

Mr. Gilmore explained what is meant by a conditional use and how it applies to the application being considered.

Terry Brisson, applicant, appeared and confirmed he was sworn in. He explained the need for the height increase was because of the limitations placed on the square footage footprint on the lot. If he doesn't go up, he would need a variance to go wider; thus blocking views.

Seeing no one else, Mayor Hudson closed the public hearing.

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

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

Passed

c. Quasi Judicial Hearing - Review and approval of an application for 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.

Mayor Hudson indicated the Quasi-Judicial proceedings procedures remained in effect. No one requested they be read again.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; there were no communications.

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

Brandon Creagan, Planner, described the minor replat process to make clear that this is not assigning any allowed uses. 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 through 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, according to Chapter 177 of the Florida State Statutes and Chapter 18 of the City Code, a replat is required.

Staff recommends approval with the condition that the applicant provides two (2) Mylar's before the City Commission meeting for appropriate signatures and then having the plat recorded with St. Lucie County Clerk of Courts, in accordance with Florida State Statute 177.111. Staff indicated that the mylars have been received.

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

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

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

Passed

d. 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

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. SECOND READING.

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

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

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

Passed

e. 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

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. SECOND READING

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

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

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

Passed

f. 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

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. SECOND READING

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

g. 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

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. SECOND READING

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

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

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

Passed

h. 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

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. SECOND READING

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

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

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

Passed

i. 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

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. SECOND READING

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

Motion was made by Commissioner Rufus Alexander, 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

j. 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

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. SECOND READING

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

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

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

Passed

k. 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

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. SECOND READING

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

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

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

Passed

l. 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

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. SECOND READING

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

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

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

Passed

m. 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

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. SECOND READING

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

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

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

Passed

n. 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

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. SECOND READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander 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. Submittal of applications for the Historic Preservation Board

The Historic Preservation Board appointment applications have been submitted. This item will come back to the City Commission in the form of a ballot and resolution at the next meeting.

b. Select one (1) voting delegate to represent the City of Fort Pierce at the Florida League of Cities' Annual Conference.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to nominate Mayor Hudson to act a voting delegate to represent the City of Fort Pierce at the Florida League of Cities' Annual Conference.

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

Passed

c. Resolution 19-R23 approving DEO Agreement No. G0057, a Florida Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity.

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

RESOLUTION NO. 19-R23
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING DEO AGREEMENT 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

Mr. Mimms stated that this resolution is the confirmation of the agreement which has been discussed for several months between FPUA and the private sector and confirms that the City of Fort Pierce is moving forward with the execution of the Grant Agreement.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Resolution 19-R23.

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

Passed

d. 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.

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

RESOLUTION NO. 19-R24
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 GEORGIA AVENUE TO A1A/N. CAUSEWAY DRIVE PER THE HISTORIC DOWNTOWN FORT PIERCE RETROFIT 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.

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. Mr. Andrews, City Engineer explained that this is the second half of the SUN Trail Network's plan to bring the trail through Fort Pierce.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions approve Resolution 19-R24.

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

Passed

e. 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.

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

RESOLUTION NO. 19-R25
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.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Resolution 19-R25.

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

Passed

f. Resolution 19-R30 Authorizing the Issuance of Refunding Bonds, Series 2019

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

RESOLUTION NO. 19-R30
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.

Ms. Johnna Morris, Finance Director explained that the re-funding of the 2015 bonds will give the City of Fort Pierce the opportunity to save on average $101,000.00 over the next 14 years remaining on the bond. This re-funding does not extend the bond or change the terms, it allows the City to save money over the term of the loan. Funds will be utilized by the Marina to construct the new fuel building.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Resolution 19-R30.

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

Passed

g. Resolution 19-R26 appointing two (2) at-large members to the Infrastructure Surtax Citizen Oversight Committee following a vote of the Commission.

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

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.

The City Clerk distributed the ballots.
Individual weighted ballots read out loud by City Clerk Linda Cox:

Mayor Hudson: Westbury 2 pts., Heaning 1 pt.
Commissioner Alexander: Hayling 2pts, Capers 1pt
Commissioner Johnson: Westbury 2pts, Heaning 1pt
Commissioner Perona: Westbury 2pts, Widing 1pt
Commissioner Sessions: Westbury 2pts, McGee 1pt

First vote resulted in a tie for the second member. A re-vote commenced for the second position.

Mayor Hudson: Heaning
Commissioner Alexander: Hayling
Commissioner Johnson: Heaning
Commissioner Perona: Heaning
Commissioner Sessions: Hayling

Final vote: Mr. Anthony Westbury and Mr. John Heaning will be appointed to the Infrastructure Surtax Citizen Oversight Committee.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Resolution 19-R26.

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.

Mark DeRosa
Jim Kaufman

15. COMMENTS FROM THE CITY MANAGER

Mr. Mimms forwarded a voice message from the Humane Society via email to the Commission. Mr. Mimms reached out to them at the direction of the Commission. The Humane Society has elected to not come before the City Commission regarding recent events.

Regarding the King Property, Mr. Mimms stated that Audubon was selected by the FPRA, and staff will reach out to them and begin contractural negotiations. The FPRA and Audubon have agreed to work toward identifying a start date for initial negotiations. Staff will be working with TCRPC and their sub-consultants for negotiating terms of contract

The City of Fort Pierce is currently in negotiations with the St. Anastasia's Community Arts Facility. The next meeting is tomorrow morning. Staff and the Art's Facility are excited at the prospect of a long term lease which can be brought back to the FPRA board.

June 26, 2019 is the St. Lucie County Resilience Seminar and he hopes everyone registers and plans to attend.

June 28, 2019 is the Joint Strategic Planning Session with FPUA. Improved communication will be one of the topics on the agenda.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander attended the Florida League of Cities Committee Meeting. As part of the Transportation Committee, there was a presentation by Brightline at the meeting.

Commissioner Sessions thanked staff and FPRA Board for their efforts. Many employees went above and beyond to bring a positive outcome. Regarding the City ad valorem, Commissioner Sessions requested Staff determine where we stand in comparison to other cities. Commissioner Sessions inquired as to what the next steps should be with the Humane Society if at all. It is apparent that while the City of Fort Pierce contributes both tangible and monetary contributions to the Humane Society, they won't consider sitting down with us to discuss a plausible solution to the serious problems going on.

Commissioner Johnson inquired if the building that the Humane Society occupies is going to be appraised. Commissioner Johnson suggested a review of the lease and possibly moving on due to the situation at hand. Mr. Mimms, City Manager clarified that while volunteers may have built the structure, the City of Fort Pierce owns the land the building is on. If the Humane Society were to vacate, the structure becomes the property of the City. Mr. Mimms said that the Humane Society of St. Lucie County is providing the service that the City of Fort Pierce requires as per our contract. They are currently being audited by a third party entity and when that assessment is completed we can review the performance. The City of Fort Pierce, City of Port St. Lucie and St. Lucie County continue in their efforts to negotiate a county wide contract. Commissioner Johnson also addressed the millage rate for the City of Fort Pierce and is also looking forward to the local comparison. Commissioner Johnson requested options be presented with the upcoming Budget proposals.

Commissioner Johnson also asked about the background for the Commission to receive Health Benefits and how it is funded. A member of the public asked him about it, and Mr. Johnson is seeking the answer. Mr. Johnson said during this budget proposal session, costs need to be kept at a minimum, budgets must be adhered to and costs should be cut wherever possible to keep any increases at a minimum.

Mayor Hudson shared that there was a Promotion Ceremony at the Police Department for six of our police officers. It was a meaningful ceremony. Representatives of the Sheriffs' Office were there, the Sheriff, the State's Attorney, Commissioner Johnson as well as other dignitaries. They are our future. Mayor Hudson not only wants Fort Pierce to be a safe city, but she wants Fort Pierce to be known as a safe city and feels this group of officers will lead the way. We can be very proud of these officers. The Teen Youth Symposium is Thursday and encourages all the Commissioners to attend.

17. ADJOURNMENT

The meeting adjourned at 8:54 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 07/01/2019

Re:

SUBJECT:

Celebrating our Waterways Month - Fort Pierce Yacht Club

Attachments

Proclamation

Form Review

Form Started By: Linda Cox Started On: 06/26/2019 04:26 PM

Final Approval Date: 06/26/2019

WHEREAS, the Fort Pierce Yacht Club was started in 1980 as an organization for sailors with an active interest in boating; and

WHEREAS, it has since grown into an active yacht club with fleet events designed for sailboats, power boats, and paddle boats; and

WHEREAS, today, the Fort Pierce Yacht Club has the most active fleet on the Treasure Coast and shares its assets by organizing community wide boating events including leading the 4th of July Boat Parade, sponsoring the Offshore KDW fishing tournament, and by hosting inter-club regattas which bring boating visitors from Martin, Brevard and Space Coast counties; and

WHEREAS, the current members have continued serving and contributing to the Fort Pierce community including assisting Treasure Coast Youth Sailing Foundation, Main Street Fort Pierce, the Garden Club, Harbor Branch, Treasure Coast Waterway Clean Up, and SHIP; and

WHEREAS, the Fort Pierce Yacht Club maintains and provides facilities for community events and activities including the monthly Coffee with the Mayor program, Third Thursday Eco Evenings, and hosts non-profit organizational meetings and celebrations; and

WHEREAS, the Fort Pierce Yacht Club supports the future of Fort Pierce by sponsoring scholarships for students passionate about environmental related oceanographic and marine studies through its annual Charity On the Water Poker Run, and as a supporter of Rivers Coalition; and

WHEREAS, the members have long been committed to providing boater and water safety educational courses to residents and visitors of the Treasure Coast; and

WHEREAS, the Fort Pierce Yacht Club raises and distributes funds to a plethora of other nonprofit community-oriented organizations including the Aaron's Project, the Boys and Girls Clubs of St. Lucie County, Stars over St Lucie, Fort Pierce Jazz and Blues Society, PATCHES, FAU Harbor Branch Oceanographic Institute, Avenue D Boys and Girls Choir, Police Athletic League, the Food Bank, Family Meals, Inc., Oak Hammock School, Mustard Seed Missionaries, Sara's Kitchen, and Adam's Place; and

WHEREAS, the Fort Pierce Yacht Club remains a strong, positive influence on the community, a goodwill ambassador on behalf of the community and the entire Treasure Coast, and an ardent promoter of outdoor and water-related activities available year-round in the Sunrise City;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, do hereby proclaim the month of July, as,

Celebrate Our Waterways Month

in the City of Fort Pierce and encourage residents to join the Fort Pierce Yacht Club in celebrating the treasure of our waterways and ocean as our closest neighbors and giving back to the Fort Pierce community in meaningful ways, including by participating in the 4th of July Boat Parade and BBQ, July 7th and 21st raft ups at Wesley Island, sailboat race on July 14th, kayaking July 20th, and other charitable and community events hosted by the organization throughout the year.

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 1st day of July, 2019.

MAYOR/COMMISSIONER

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

Meeting Date: 07/01/2019

Re: Email from Marinas.com - Review from Vujade

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Vujade's review at marinas.com said the Marina staff is fantastic and friendly, and they would recommend the City Marina to anyone for short term or long term.

Attachments

Vujade Review

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 04:25 PM

Final Approval Date: 06/24/2019

From: "Marinas.com Reviews" <info@marinas.com>
To: <fpcmdean@city-ftpierce.com>

Date: Monday, June 17, 2019 10:55AM
Subject: New Review for Fort Pierce City Marina on Marinas.com

marinas.com

Fort Pierce City Marina just received a 5 star rating on Marinas.com!

Head over to Marinas.com to respond and view the rest of your reviews.

vujade said:

We LOVE this marina! The staff is fantastic and friendly. (special shout out to Audrey & Brenda) and the facilities are convenient and clean. The staff gave us rides from our boat in their golf carts and even dropped us at a marine store after their shift at work! The facility is safe and secure and in walking distance to restaurants and bars. I'd recommend this marina to anyone for short term or long term stays.

Respond to Your Reviews

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

Meeting Date: 07/01/2019

Re: Email from Marinas.com - Review from Odissea

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Odissea's review at marinas.com said the Marina's staff and amenities are amazing, and it is very safe and secure right downtown and what a downtown!

Attachments

Odissea Review

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 04:37 PM

Final Approval Date: 06/24/2019

From: "Marinas.com Reviews" <info@marinas.com>
To: <amaurer@city-ftpierce.com>

Date: Thursday, June 13, 2019 07:52AM
Subject: New Review for Fort Pierce City Marina on Marinas.com

marinas.com

Fort Pierce City Marina just received a 5 star rating on Marinas.com!

Head over to Marinas.com to respond and view the rest of your reviews.

odissea said:

Outstanding! Staff and amenities are amazing. Very safe and secure but right downtown and what a downtown! Marina staff is extremely professional and the people at the concierge desk at the office are wonderful. The perfect place to jump off for the Bahamas or to return to the US.

Respond to Your Reviews

Marinas.com | (401)-236-8304
1035 Cambridge Street, Suite 30, Cambridge, MA 02141

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

Meeting Date: 07/01/2019

Re: Email from Michael Broderick

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Michael Broderick thanking Mike Reals, Public Works Director, for the paver repairs and the trash barrel installation near his facility.

Attachments

Email from Michael Broderick

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 04:43 PM

Final Approval Date: 06/24/2019

From: tridentproperty@bellsouth.net
To: mreals@fppwd.com
Cc: NMimms@City-FtPierce.Com
Date: Jun 12, 2019, 2:06:59 PM
Subject: 701 Orange Ave.

Hi Mike, I just wanted to send an email of thanks for the paver repairs and the trash barrel installation near our facility. I know you have a lot of demands on your staff and resources. The assistance we have had at our intersection has been great. Thanks again

Regards,

Michael Broderick RPA, FMA, CAM
Director of Property Management
Trident Properties Management
561-994-5850 (office)
561-719-3356 (cell)

City Commission Regular Meeting **7.d.**

Meeting Date: 07/01/2019

Re: Letter from Ishmael Brunson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Ismael Brunson, President/CEO of Sponsor Me Inc. thanking the City of Fort Pierce for making it possible to give educational scholarships and back to school items to underprivileged children in the community.

Attachments

Letter from Ishmael Brunson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 05:51 PM

Final Approval Date: 06/24/2019



Thank you City Of Fort Pierce for making it possible to give out Education Scholarships, purchase shoes for our Back To School Shoe GiveAway/Staples Back To School Shopping Spree, and help give out Sports Sponsorships for underprivilege kids. Total of Charitable Gifts Donated $5,000. We Thank You.

President/CEO, Ishmael Brunson

www.sponsormeevents.com

Sponsor Me Inc®

CHARITABLE ORGANIZATION

City Commission Regular Meeting **7.e.**

Meeting Date: 07/01/2019

Re: Email from Bruce Murray

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Bruce Murray commending Police Officer Velez for his professional and impressive handling of a situation in Surfside.

Attachments

Email from Bruce Murray

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 05:04 PM

Final Approval Date: 06/24/2019

From: Bruce Murray [mailto:mailmurray@aol.com]
Sent: Sunday, June 9, 2019 3:25 PM
To: David Cuti <dcuti@fppd.org>; Donald Christman <dchristman@fppd.org>
Cc: Diane Hobley-Burney <dhobley-burney@fppd.org>
Subject: Well done

I think Officer Velez is in your Rotation. He responded to a 911 call neighbors in Surfside made at the direction of the City Commission because of particularly annoying short term rental activity. This related to a code issue, not something normally enthusiastically pursued by law enforcement. I was present at the time of his testimony in a Magistrate Hearing where his body camera video was also introduced. His testimony was concise and professional. I was impressed with his handling of the situation as evidenced by the body camera footage, which involved an initial interview with the complainant, an initial interview with the responsible female at the property in question, a second meeting with the complainant, and a revisit with the responsible female. Throughout, with an excited complainant and an obviously deliberately evasive subject, he was calm, courteous, and entirely professional. He was able to get the subject to admit the truth of her situation after several attempts with reassuring and professional persuasion. Several neighbors present at the hearing were complimentary and I wanted to pass that along since there are seldom opportunities for citizens to witness this sort of interaction with subjects and this proved to be a very positive example.

Also, there were comments from the attendees (including me) about the quality and resolution of the new body camera footage.

By the way, the violator, who was represented by an attorney, was fined $7500, ordered to cease and desist, ordered to cancel all outstanding reservations and provide proof of having done so. Without Officer Velez's testimony and camera footage that would not have been possible.

Bruce A. Murray

South Hutchinson Island, Florida

772-285-1755

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

City Commission Regular Meeting **7.f.**

Meeting Date: 07/01/2019

Re: Commendation from Marie Daniels

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Commendation from Marie Daniels for Officers John Ward and Mark Acevedo's impressive mannerism and professionalism during her several contacts.

Attachments

Memorandum of Appreciation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 05:19 PM

Final Approval Date: 06/24/2019

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

Memorandum

TO :

FROM :

RE :

DATE :

City Commission Regular Meeting **7.g.**

Meeting Date: 07/01/2019

Re: Email from Toni Pressimone

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Toni Pressimone thanking Sharon Engle, Sunrise Theatre Director and her staff for the most amazing experience in the past 13 years of owning her dance studio and producing an end-of-the-year recital.

Attachments

Email from Toni Pressimone

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 04:56 PM
City Manager	Nick Mimms	06/24/2019 04:57 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 05:13 PM

Final Approval Date: 06/24/2019

From: Toni Pressimone [mailto:truecrew.mstoni@gmail.com]
Sent: Monday, June 10, 2019 8:29 AM
To: Sharon Engle; Sunrise Theatre Box; Sunrise Theatre Info; Sunrise Theatre Marketing; Sunrise Theatre Tech; Toni Pressimone
Subject: Most Amazing Experience In 13 years

Good Morning:

I would just like to take this opportunity to thank you and your staff for the most amazing experience I have had in the past 13 years of owning my dance studio and producing an end-of-the-year recital!

The Sunrise Theatre is definitely the theater that I would like to make my home base theater for many years to come. From all the help with getting everything situated to make our day the best ever, to your incredible staff with backstage, music, lighting, marketing, box office, ushers and every aspect in general there are not enough words to express my gratitude.

Would you kindly advise what the procedures are for me to get started on my request for next season.

One final thing, I'm not sure if you even still have it but is it possible to get the poster that you had printed up that was in your front window as I would definitely love to keep that post in our studio.

Once again thank you for making A Day with the Crew 2019 the most amazing experience yet.

Believing and Achieving through,
Integrity Honesty and Loyalty,
Toni Szparaga,
Artistic Director True Crew Dance Company

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

Meeting Date: 07/01/2019

Re:

SUBJECT:

National Conference on Preventing Crime in the Community Youth Attendees Presentation to the City Commission

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2019 04:54 PM

Form Started By: Linda Cox Started On: 06/26/2019 03:51 PM

Final Approval Date: 06/26/2019

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

Meeting Date: 07/01/2019

Re:

SUBJECT:

Update on 1710 Seaway Drive which had been previously scheduled for a show cause hearing on April 1, 2019, but an update required in 90 days.

Attachments

Memo

Form Review

Form Started By: Linda Cox Started On: 06/25/2019 01:59 PM

Final Approval Date: 06/25/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **The Honorable Mayor and City Commissioners**

THROUGH : **Nicholas Mimms, City Manager**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **1710 Seaway Drive - Update**

DATE : **June 26, 2019**

On April 1, 2019, staff presented a request for demolition for the fire damaged structure located at 1710 Seaway Drive. The City Commission tabled the item for 90 days to allow the occupant, Mr. Zach Williams, to attempt to have the structure repaired.

Since that time, Mr. Williams has provided periodic updates to the Code Enforcement Department and has maintained steady contact with the Buidling Department. Per Shaun Coss, Building Department Coordinator, Mr. Williams provided the final piece of documentation needed at the beginning of June to allow the Building Department to make a determination regarding substantial damage. This final review determined that the structure DID NOT meet the threshold of being substantial damaged and that repairs may be made to the structure. The letter from the Building Department memorializing this information was sent to Mr. Williams on June 13, 2019 and is attached for your review.

At this time, Mr. Williams must still provide a permit application, signed and sealed repair drawings and a contractor's estimate for the repairs. Once approved, the repair work may commence.

Staff recommends providing an additional 90 days to allow Mr. Williams the time to submit the items required by the Building Department and obtain a permit for the repairs.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

June 13, 2019

Jetty View LLC
103 Central Ave
Fredonia NY 14063

RE: 1710 Seaway Dr

To whom it may concern:

We have reviewed the recent submittal for a determination of substantial damage caused by the fire in 2017. As required by our floodplain management regulations and building code, we have determined that the work to repair the structure back to pre-damage condition **is below the substantial damage threshold.** This determination was based on a comparison of the cost estimate of the work required to restore the building to its pre-damage condition to the building value prior to the damage (using the Property Appraiser's website plus 20%).

Summary of Repair Costs/Substantial Damage Evaluation	
Building Value (using the Property Appraiser's website plus 20%)	$30,120.00
Cost estimate of work (back to pre-damage condition)	$13,900.00
Percent of building Appraised Value	46%

Please be advised that if you do any additional work such as renovations or upgrades; or if the actual cost to repair the damage exceeds the estimate submitted, a new substantial damage/improvement determination will need to be made. Construction activities that are undertaken without a proper permit are violations and may result in citations, fines or other legal action.

Sincerely,

Kristie Kirstein, CFM
CRS Coordinator

Paul Thomas, CBO, CFM
Building Official/Floodplain Manager

cc: Zachary Williams, Tenant

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

Meeting Date: 07/01/2019

Re: Florida Department of Corrections Labor Crew

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

SUBJECT:

Approve entering into a contract with Florida Department of Corrections for a Labor Crew in an amount not to exceed $65,122 to provide additional labor to assist the Parks and Grounds Division in maintaining City rights of ways, properties and parks.

SUMMARY:

The Public Works Department seeks to enter into an agreement with the Florida Department of Corrections to provide an inmate labor crew that would be utilized within the Parks & Grounds Division.

This agreement would provide the City with one (1) supervising deputy and up to five (5) inmate workers for 40 hours per week. With the areas of responsibility continuing to increase, this crew would be responsible for assisting the Parks & Grounds Division in maintaining City right of ways, properties and parks. The City will provide the vehicle and equipment needed for this crew to perform their weekly tasks.

The additional personnel would be a tremendous benefit to this Department and go a long way in Keeping Fort Pierce Beautiful.

The contract is provided for review and has been approved as to form and correctness by the City Attorney.

Locally, similar contracts are being utilized by Indian River State College and the Florida Department of Transportation.

RECOMMENDATION:

The Public Works Department recommends approving the request to contract with the Florida Department of Corrections to provide an inmate labor crew.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance and Purchasing Departments

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: FY19
Account: 00440055723490
Amount: $65,122.00
FISCAL IMPACT:
Fund are available within the current budget..

Attachments

Work Squad Contract

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/24/2019 01:02 PM
Finance Department	Johnna Morris	06/24/2019 11:42 AM
City Manager	Nick Mimms	06/24/2019 04:58 PM
Form Started By: Mike Reals		Started On: 05/22/2019 03:50 PM
Final Approval Date: 06/24/2019		

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF FORT PIERCE

This Contract is between the Florida Department of Corrections ("Department") and the City of Fort Pierce ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff; and

WHEREAS, the City of Fort Pierce is a qualified and willing participant with the Department to contract for an inmate work squad(s).

THEREFORE, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1., a.

This Contract shall end at midnight three (3) years from the effective date of this Contract.

B. Contract Renewal

This Contract may be renewed for up to an additional three (3) year term, in whole or part, after the initial Contract term, and upon the same terms and conditions contained herein. This Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to this Contract's expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

   a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to five (5) inmates.

   b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.

   c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers, all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.

   d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

   e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

   f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

   g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

a. The Agency shall periodically provide the Department's Contract Manager, or designee, with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad(s). The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squad(s) and is responsible for the maintenance of said vehicles.

3. Communications Equipment

It is the intent of this Contract that the work squad(s) maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, or designee, in writing, prior to assignment of the work squad(s). Depending upon the method of

communication provided, the Department's Contract Manager, or designee, may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department, at no cost to the Agency, upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager, or designee, will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effectuate the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand-Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand-held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager, or designee, shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of

this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager, or designee, shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the work squad(s) is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of this Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.

2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth (1/4) of the total amount, due within two (2) weeks after the effective date of this Contract. The second quarterly payment is due no later than the 20th calendar day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th calendar day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of this Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Paul A. Bertram, Parks and Grounds Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, Florida 34982-1480
Telephone: (772) 497-3821
Fax: (772) 489-3194
Email: pbertram@city-ftpierce.com

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Department's Field Office Manager of Martin Correctional Institution is designated as the Department's Contract Manager and is responsible for enforcing performance of this Contract's terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Martin Correctional Institution
1150 S.W. Allapattah Road
Indiantown, Florida 34956-4397
Telephone: (772) 597-8144
Email: Mary.Tucker@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the Agency's Representative is:

Paul A. Bertram, Parks and Grounds Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, Florida 34982-1480
Telephone: (772) 497-3821
Fax: (772) 489-3194
Email: pbertram@city-ftpierce.com

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further,

nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and **Addendum A** contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF FORT PIERCE

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Addendum A
Inmate Work Squad Detail of Costs for City of Fort Pierce
Interagency Contract Number W1170 Effective Upon Position Establishment

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers Multiplier	1	$ 54,194.00	** $	54,194.00
Salary Incentive Payment			$ 1,128.00	$	1,128.00
Repair and Maintenance			$ 121.00	$	121.00
State Personnel Assessment			$ 354.00	$	354.00
Training/Criminal Justice Standards			$ 200.00	$	200.00
Uniform Purchase			$ 400.00	$	400.00
Uniform Maintenance			$ 350.00	$	350.00
Training/Criminal Justice Standards *			$ 2,225.00	$	2,225.00
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00	$	58,972.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Addendum A
Inmate Work Squad Detail of Costs for City of Fort Pierce
Interagency Contract Number W1170 Effective Upon Position Establishment

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM $4969.00	☐			$ -	☐	☐	☐
Vehicle Mounted Radio	MACOM $5400.00	☒	$ 5,400.00	1	$ 5,400.00	☒	☐	☐
TOTAL Operating Capital To Be Advanced By Agency					$ 5,400.00			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	$5,400.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$5,400.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$58,972.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$59,722.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	$65,122.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Fort Pierce
Interagency Contract Number W1170 Effective Upon Position Establishment

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

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

Meeting Date: 07/01/2019

Re:

SUBJECT:

Approval of travel for Commissioner Rufus Alexander to attend FLC Committee July 19, 2019 in the total amount of $337.04.

SUMMARY:

Approval of travel for Commissioner Rufus Alexander to attend FLC Committee July 19, 2019 in the total amount of $337.04.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Do not approve request.

RESPONSIBLE STAFF:

City Clerk's Office

COORDINATED WITH:

City Clerk's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	00110005114030
Amount:	337.04

OTHER INFORMATION:

Funds are available.

Attachments

FLC Alexander

Form Review

Form Started By: Linda Cox Started On: 06/24/2019 08:56 AM

Final Approval Date: 06/24/2019

REGISTRATION INFORMATION

TRAVEL EXPENSE STATEMENT

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

HOTEL INFORMATION
Embassy Suites
Hilton Orlando Lake Buena \
4955 Kyngs Heath Road
Kissimmee, FL 34746

DATE: **06/06/19**

Rufus Alexander

1. TRAVELER'S NAME: ~~Mayor Linda Hudson~~
2. DEPARTURE DATE: 7/18/2019
3. RETURN DATE: 7/19/2019
4. DESTINATION: Kissimmee, Florida
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 7,500.00

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

DEPARTMENT: City Commission
DEPARTURE TIME: 4:00 PM
RETURN TIME: 5:00 PM
PURPOSE: Florida League of Cities Legislative Policy Committee Meeting

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 # 32lv9dq7		169.12		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 (222.0 Miles Round Trip)			128.76	
* 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	169.12	167.92	

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: Linda Cox
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 on approval by City Commission

FL League of Cities

Jul 18, 2019 - Jul 19, 2019

Reservation Details

ACKNOWLEDGEMENT NUMBER:32LV9DQ7

EMBASSY SUITES BY HILTON ORLANDO LAKE BUENA VISTA SOUTH
4955 Kyngs Heath Rd , Kissimmee , FL 34746 , UNITED STATES
http://embassysuites3.hilton.com/en/hotels/florida/embassy-suites-orlando-lake-b

1 KING BED

DATES: Jul 18, 2019 - Jul 19, 2019
1 night , 1 adult , 0 children

RATES	USD 149.00
TAXES & FEES	USD 20.12
TOTAL ROOM PRICE	USD 169.12

ADD-ONS

SUBTOTAL — USD 169.12

GUEST SUMMARY

RUFUS ALEXANDER
P.O. Box 1480,
Fort Pierce, FL, 34954
US
dneville@city-ftpierce.com
772-467-3074
Jul 18, 2019 - Jul 19, 2019

PAYMENT INFORMATION

Credit Card
VISA
**********1435
** / **

BILLING ADDRESS

Rufus Alexander
P.O. Box 1480,
Fort Pierce, FL, 34954
US
772-467-3074

RATES

Jul 18, 2019 - USD 149.00

OTHER INFORMATION

SMOKING PREFERENCE: No Preference
ACCESSIBLE: No

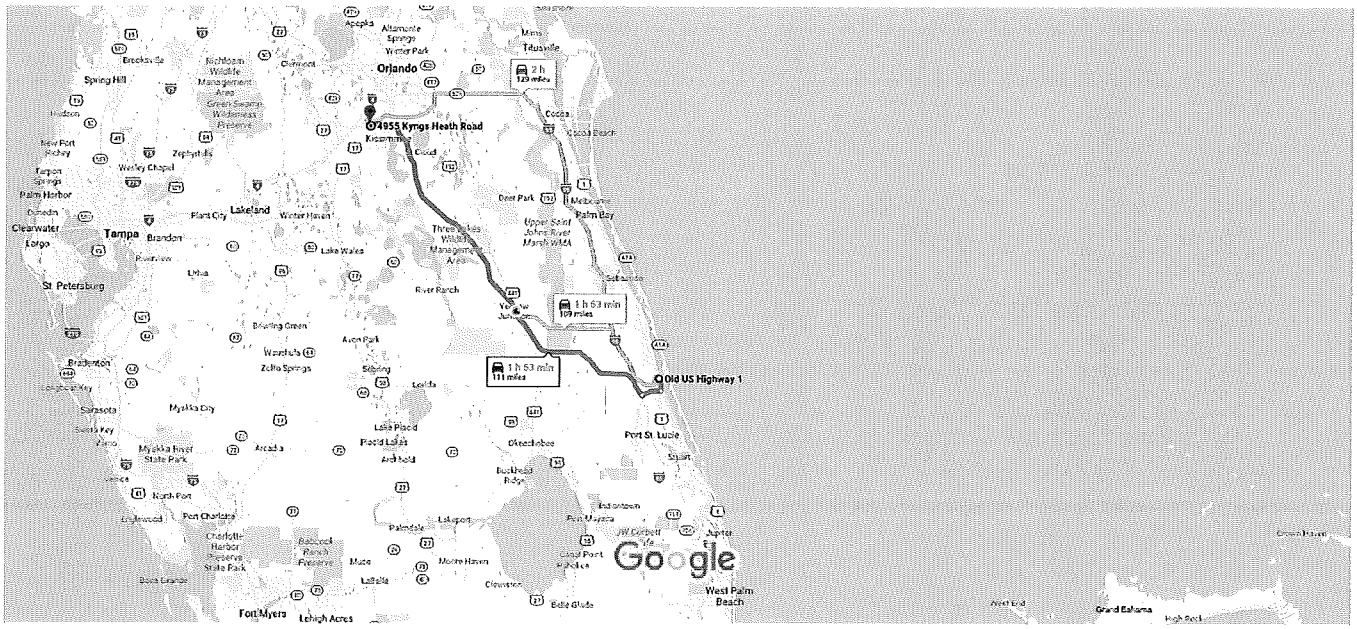
POLICIES

ROOM POLICIES
- Tax is not included

Google Maps

Old US Hwy 1, Fort Pierce, FL 34946 to 4955 Kyngs Heath Rd, Kissimmee, FL 34746

Drive 111 miles, 1 h 53 min



Map data ©2019 Google, INEGI 10 mi

via Florida's Turnpike 1 h 53 min

Fastest route now due to traffic conditions 111 miles

⚠ This route has tolls.

via FL-60 W and Florida's Turnpike 1 h 53 min

109 miles

via I-95 N 2 h

129 miles



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

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

Meeting Date: 07/01/2019

Re:

SUBJECT:

Approval of travel for Mayor Linda Hudson to attend FLC Committee meeting on July 19, 2019 in the total amount of $128.76.

SUMMARY:

Approval of travel for Mayor Linda Hudson to attend FLC Committee meeting on July 19, 2019 in the total amount of $128.76.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Do not approve requst.

RESPONSIBLE STAFF:

City Clerk's Office

COORDINATED WITH:

City Clerk's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	00110005114030
Amount:	128.76

OTHER INFORMATION:

Funds are available.

Attachments

Travel Request

Form Review

Form Started By: Linda Cox Started On: 06/24/2019 09:01 AM

Final Approval Date: 06/24/2019

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:	7/19/2019	DEPARTURE TIME:	8:00 AM
3. RETURN DATE:	7/19/2019	RETURN TIME:	5:00 PM
4. DESTINATION:	Kissimmee, 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 (222.0 Miles Round Trip)			128.76	
* 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	128.76	

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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

BOSED upon City Commission approval



(/)

Search for... Search

Legislative Policy Committees

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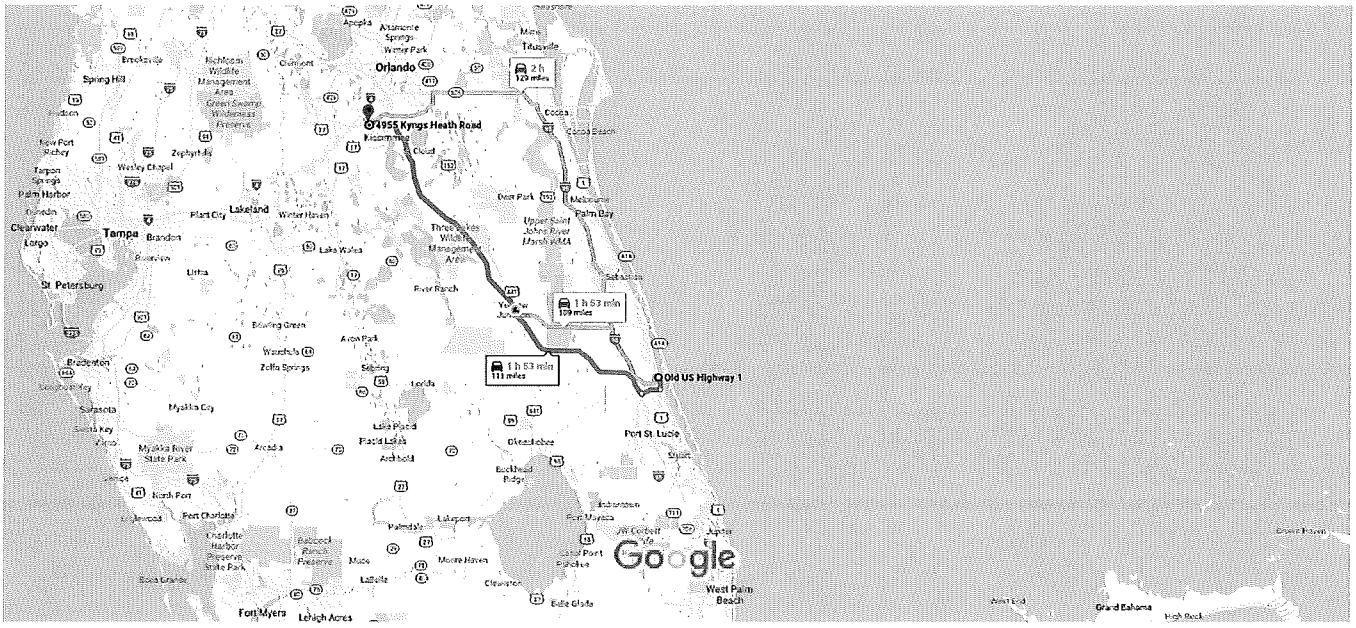
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Google Maps

Old US Hwy 1, Fort Pierce, FL 34946 to 4955 Kyngs Heath Rd, Kissimmee, FL 34746

Drive 111 miles, 1 h 53 min



Map data ©2019 Google, INEGI 10 mi

via Florida's Turnpike 1 h 53 min

Fastest route now due to traffic conditions 111 miles

⚠ This route has tolls.

via FL-60 W and Florida's Turnpike 1 h 53 min

109 miles

via I-95 N 2 h

129 miles

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

Meeting Date: 07/01/2019

Re: Approval of Annual Contract for Plan Review Services, RFP No. 2019-011

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP No. 2019-011 for Annual Plan Review Services to C.A.P. Government, Inc., Coral Gables, FL, in an amount up to $150,000.00 annually.

SUMMARY:

RFP 2019-011 was issued March 25, 2019, had a mandatory pre-proposal conference on April 5, 2019 in which four (4) contractors attended the meeting and four (4) contractors submitted completed proposals for consideration, and a selection meeting on June 6, 2019.

The selection committee evaluated each bid and considered the following: Experience and ability of the firm; Facilities, equipment, capabilities; Quality of product compared to others in the marketplace; Past performance of the primary firm; Willingness to meet time and budget; Price; and Location. Each bid was assigned a point total from 1-100 with a gross maximum of 500 points. C.A.P. Government, Inc. received a total of 399 points; GFA International, Inc. received a total of 363 points and Calvin, Giordano & Associates, Inc. received 350 points. American Municipal Solutions, LLC also submitted a proposal and was awarded 0 points.

RECOMMENDATION:

Staff recommends approval of the contract for contracted plan review services in response to RFP No. 2019-011 to C.A.P. Government, Inc. in the amount up to $150,000.00 annually with the option of two (2) one-year renewals for a total of thirty-six (36) months.

ALTERNATIVES:

Do not approve the contract at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official
Shaun Coss, CFM, Building Dept. Coordinator

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2019
Account:	420-2902-524.34-90

Amount: $150,000.00

FISCAL IMPACT:

Funding provided by Building Department Other Contractual Service/Contractual Fees account.

Attachments

2019-011 Evaluation Tally Sheet

Bid Document 2019-011

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/19/2019 04:36 PM
Finance Department	Johnna Morris	06/24/2019 11:42 AM
City Manager	Nick Mimms	06/24/2019 05:06 PM
Form Started By: Karen Murphy		Started On: 06/19/2019 09:20 AM
Final Approval Date: 06/24/2019		

CUMULATIVE EVALUATION SHEET
ANNUAL CONTRACT PLAN REVIEW SERVICES, RFP NO. 2019-011

CALVIN, GIORDANO & ASSOCIATES, INC

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	EVALUATOR 5	CUMULATIVE TOTAL
Experience & ability of the firm Points 20	15	14	15	18	20	82
Facilities, equipment, capabilities Points 10	10	7	10	9	10	46
Quality of product compared to others in marketplace Points 5	5	3	5	4	5	22
Past performance of the primary firm Points 10	0	8	4	10	0	22
Willingness to meet time & budget Points 10	10	8	3	6	0	27
Price Price 40	30	35	25	20	20	130
Location Price 5	3	3	3	3	9	21
TOTAL	73	78	65	70	64	350

CUMULATIVE EVALUATION SHEET
ANNUAL CONTRACT PLAN REVIEW SERVICES, RFP NO. 2019-011

C.A.P GOVERNMENT INC.

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	EVALUATOR 5	CUMULATIVE TOTAL
Experience & ability of the firm Points 20	20	15	10	18	20	83
Facilities, equipment, capabilities Points 10	10	7	10	9	10	46
Quality of product compared to others in marketplace Points 5	5	3	5	4	5	22
Past performance of the primary firm Points 10	0	8	5	10	0	23
Willingness to meet time & budget Points 10	10	8	4	8	5	35
Price Price 40	40	37	40	30	30	177
Location Price 5	2	2	2	2	5	13
TOTAL	87	80	76	81	75	399

CUMULATIVE EVALUATION SHEET
ANNUAL CONTRACT PLAN REVIEW SERVICES, RFP NO. 2019-011

GFA INTERNATIONAL INC.

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	EVALUATOR 5	CUMULATIVE TOTAL
Experience & ability of the firm Points 20	10	20	20	17	20	87
Facilities, equipment, capabilities Points 10	10	10	8	9	10	47
Quality of product compared to others in marketplace Points 5	5	4	2	4	5	20
Past performance of the primary firm Points 10	5	9	3	9	3	29
Willingness to meet time & budget Points 10	10	8	3	6	0	27
Price Price 40	35	36	25	20	20	136
Location Price 5	3	3	3	3	5	17
TOTAL	78	90	64	68	63	363

DELIVER TO: City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**RFP No: 2019-011**
Pre-Bid Conference Date: **FRIDAY, APRIL 5, 2019**	**RFP Title:** **ANNUAL CONTRACT FOR INSPECTION SERVICES**
Pre-Bid Location: **CITY HALL, 2ND FLOOR CONFERENCE ROOM** **100 N. US HIGHWAY 1, FORT PIERCE, FL**	**RFP Opening Location:** **Purchasing Division, Room 101** **100 North U.S. #1** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time: **3:00 PM, THURSDAY, APRIL 11, 2019**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: C.A.P. Government, Inc. --- **Mailing Address:** 343 Almeria Avenue --- --- ---	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Coral Gables, FL 33134	**Typed or Printed Name:** Carlos A. Penin, PE
Type of Entity (Place a check or X): ✓ **Corporation** ____ **Partnership** ____ **Proprietorship**	**Title:** President
Incorporated in the State of: Florida **Year:** 1989	**Delivery in** _____ **days, ARO**
Phone Number: 305.448.1711	**Payment Terms: Net 30 Days**
Fax Number: 305.448.1712	**FEIN or SS Number:** 65-0121594
E-Mail Address: cap@capfla.com	**Local Business:** ____Y ✓N **MWBE:** ____Y -----N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

cap government

April 11, 2019

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

RE: Annual Contract for Inspection Services - RFP No: 2019-011

To Whom It May Concern:

C.A.P. Government, Inc. (CAP) submits this response to the City of Fort Pierce's Request for Proposal **(RFP No: 2019.011)** to provide Inspection Services. We thoroughly understand the Scope of Services and have enclosed four (4) copies, one (1) original, three (3) copies of our response to this RFP.

CAP has been outsourcing services to governmental agencies in Miami-Dade, Broward, Palm Beach and the Gulf Coast Counties for the last thirty (30) years.

Our corporate philosophy into successfully delivering services is by creating a positive customer experience without sacrificing accuracy, efficiency and transparency. We believe that this complements the experience that the City desires for its Building Department's customers. As you review our package we call your attention to the following points:

- **Qualifications.** CAP was established thirty (30) years ago, in 1989, and is the pioneer of outsourcing Building Department services to municipalities throughout Florida. We currently serve over fifty (50) municipalities and five (5) educational clients. Our customer centered approach to these services is one of the reasons that our clients stretch throughout Miami-Dade, Broward, Palm Beach and the Gulf Coast Counties.

- **Staff Availability.** CAP has over one hundred ninety (190) employees who are fully qualified and licensed by the State of Florida Department of Business and Professional Regulations. They are available to provide plans review, inspections, code enforcement, Building Official and permit administration services.

- **Location / Electronic Plans Review (EPR) & Inspections.** Since 2013 CAP has been investing, developing and implementing an EPR platform that allows our Plans Examiners to work electronically in an efficient, transparent and real time manner. We currently have offices in Coral Gables, Fort Lauderdale and in West Palm Beach from where we can dispatch our inspectors.

- **Services.** CAP contracts with governmental agencies, thus avoiding potential conflicts of interest. **Building Department outsourcing is what we do!**

cap government

April 11, 2019
City of Fort Pierce
Purchasing Division

RE: Annual Contract for Inspection Services RFP No: 2019-011

We commit to deliver efficient, cost-effective and quality solutions to the City of Fort Pierce by maintaining the necessary resources to provide the services required in the Request for Proposal. Our experience and qualifications meet or exceed the requirements and expectations listed in the RFP.

In closing, let me offer some facts that we believe set us apart from our competition. No other Company in South Florida can measure up to the amount of years of service, number of clients and number of employees. **Why us, by the numbers?**

30	Years in Business (Est. in 1989)
27	Years Outsourcing Building Services Exclusively to the Government
13	Municipal Clients - Full Service
39	Municipal Clients - Supplemental Services
5	Educational Clients
57	Total Building Department Outsourcing Clients
14	Years with the City of Weston
14	Years with the Town of Cutler Bay
24	Years with the City of Aventura
1	Palm Beach Headquarters located in the City of West Palm Beach
190 +	Employees dedicated to outsourcing Building Services
0	**Private Sector Clients**

If given the opportunity, we will provide customer centered Building Department services to the City. Should you require any additional information, or wish to discuss this proposal further, please contact me at 305.666.7178.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

April 4, 2019

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR INSPECTION SERVICES

RFP NO. 2019-011

ADDENDUM NO. 1

The purpose of this addendum is to provide modifications to the specifications in this proposal document. The following modifications have been:

- **Revisions made to page 22 , Section document has been revised to correct section 4, 5, 6, and 7 numbering in sequential order, see attached**
- **Revisions made to the Proposal Pricing Form, page 28, see attached**
- **Revised Section VII – Page 24 for Instructions for Preparing Proposal, see attached**

The following pages are attached and should be replaced in the original submitted.

All other conditions of this bid remain the same.

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

Signature: Carlos A. Penin
Manual

Signature: Carlos A. Penin
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 343 Almeria Avenue , Coral Gables, FL 33134

Date: 04/05/2019

/lh

Attachments: page 22, 24, and 28

Section 4: Qualifications/Experience
The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified.

A. Address in detail the firm's ability and experience in the provision of similar services.

B. Listing of projects of similar nature within the last five (5) years which includes a brief description of each project, the name of the client and term of agreement shall be included.

C. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to work under this agreement.

D. Provide the company's State of Florida license for each person who may be assigned to work under this agreement.

Section 5: References
Provide at least three (3) clients similar projects work has been performed within the last five (5) years. **(see Section VII~ Forms, Reference Check Form)**

Section 6: Cost Proposal
Complete and include the Proposal Pricing Form **(see Section VII~ Forms)**.

Section 7: Additional Data
Include any completed forms in Section VII, that are not associated with any of the previous sections listed above, and any additional information that the Proposer considers pertinent for consideration should be included in this section of the proposal.

4. EVALUATION METHOD AND CRITERIA

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

SECTION VII
FORMS

Complete the following forms in this section and include in Section 7 (Additional Data) of your proposal submittal, see page 22, Section VI – Instructions for Preparing Proposal.

April 8, 2019

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR INSPECTION SERVICES

RFP NO. 2019-011

ADDENDUM NO. 2

The purpose of this addendum is to revise **Section IV – Instructions to Proposers and extend the due date**. The original submission was missing the following information, please see page 17 of the document:

- **8. CERTIFICATE OF INSURANCE**
  Proposer shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the commencement of work by the contractor and shall be maintained in force until the contract is no longer in effect.

- **9. BUSINESS TAX RECEIPT**
  Provide a valid Business Tax Receipt from your jurisdiction with your proposal submittal. Include in Section 7 – Additional Data, see in Section VII – Instructions for Preparing Proposals.

- **10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**
  The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

The due date has been extended from 3:00PM, Thursday, April 11, 2019 to:

3:00 PM, WEDNESDAY, APRIL 24, 2019

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin, PE
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 343 Almeria Avenue, Coral Gables, FL 33134

Date: 04/10/2019

/lh

April 9, 2019

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR INSPECTION SERVICES

RFP NO. 2019-011

ADDENDUM NO. 3

The purpose of this addendum is to extend the date as listed on page 16, item numbered 3.2, **Inquiries/Questions** to correspond with the new bid due date lasted in Addendum No. 2.

No inquiries will be received no later than
5:00 PM, TUESDAY, APRIL 16, 2019

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin, PE
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 343 Almeria Avenue, Coral Gables, FL 33134

Date: 04/10/2019

/lh

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1910 North FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		B18.493983 - 07/11/18	$33.00	B40172075

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

B1 - 857

C.A.P. GOVERNMENT
C.A.P. GOVERNMENT INC
1910 N FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

LBTR Number: 2016092908
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

000096

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

2252898

BUSINESS NAME/LOCATION
CAP GOVERNMENT INC
343 ALMERIA AVE
CORAL GABLES FL 33134

RECEIPT NO.
RENEWAL
2369544

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CAP GOVERNMENT INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
EB5344

PAYMENT RECEIVED BY TAX COLLECTOR
$247.50 07/13/2018
CHECK21-18-068432

Employee(s) 55

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-270.

For more information, visit www.miamidade.gov/taxcollector

CITY OF CORAL GABLES, FLORIDA

LOCAL BUSINESS TAX RECEIPT

ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY

CUST. NO. 221296
RECEIPT NO.
BT-0025012513

2018-2019

BUSINESS NAME: CAP GOVERNMENT INC **LOCATION:** 343 ALMERIA AVE
DBA NAME: CAP GOVERNMENT INC

CLASSIFICATION:	NO. OF UNITS	UNIT DESCRIPTION	AMOUNT PAID: $ 305.00
1 PROFESSIONAL SVC-PA, LLC, ETC			
2			
3			
4			
5			
6			

SQUARE FOOTAGE OF SPACE: 2500 *BUSINESS TAX RECPT RENEWAL*

VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2019

** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
C.A.P. GOVERNMENT, INC.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
343 ALMERIA AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
CORAL GABLES, FL 33134

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
6	5	-	0	1	2	1	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/9/19

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of Florida
Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 15, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2019



Secretary of State

Tracking Number: 1222495617CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

C.A.P. GOVERNMENT, INC.

343 ALMERIA AVENUE
CORAL GABLES FL 33134

LICENSE NUMBER: CA5344

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PENIN, CARLOS ANTONIO

343 343 ALMERIA AVENUE
CORAL GABLES FL 33134

LICENSE NUMBER: PE33216

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

QUALIFICATION / EXPERIENCE

C.A.P. Government, Inc. (CAP) was founded on April 10, 1989 by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of professional services and has been doing so continuously since then.

Today CAP is recognized as the industry leader in providing Building Department services to over fifty (50) municipalities and five (5) educational clients across Florida.

In 2017 and again in 2018 our company was a recipient of this prestigious award at the Hot Firm & A/E Industry Awards Conference.

2018 HOT FIRM ZWEIG GROUP

For over 20 years the Zweig Group has recognized the 100 fastest growing architecture, engineering, planning, and environmental consulting firms in the United States.

100 GATOR 100

Likewise, in 2017 and in 2018 CAP has been recognized as one of the 100 fastest-growing, Gator-owned Businesses in the world.

Alumni from the University of Florida have created and guided some of the most innovated and profitable businesses in the nation and the world.

We are leaders in the outsource of Building Department services and are recognized by our clients as one of the most respected and best managed firms in this business. This respect and our customer centered approach to these services has helped us build a team of over 190 Professional Engineers, Architects, Building Code Administrators, Plans Examiners and Inspectors.

C.A.P. GOVERNMENT, INC.	
Miami-Dade	343 Almería Avenue Coral Gables, FL 33134
Broward	100 SE 12 Street Fort Lauderdale, FL 33316
Palm Beach	1910 N. Florida Mango Rd. W. Palm Beach, FL 33409

CAP is a State of Florida Corporation that operates out of three (3) offices in Florida.

Our clients stretch throughout Miami-Dade, Broward, Palm Beach, Sarasota, Charlotte and Lee Counties.

For thirty (30) years, CAP has maintained an exemplary track record of our professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections and code compliance to government entities.

Our team of qualified personnel performs Building Code Services per Chapter 553 and 468, Part XII of the Florida Statutes, the Florida Building Code (FBC) and all relevant laws and codes. Out staff is certified by the State of Florida Building Code Administrators and Inspectors Board, the State of Florida Board of Professional Engineers and by the Miami-Dade and Broward County Board of Rules and Appeals (BORA). As a safeguard, all CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy.

SIMILAR PROJECTS

C.A.P. Government, Inc. has outsourced Building Department services to government agencies in Miami-Dade, Broward, Palm Beach, Sarasota, Charlotte and Lee Counties. **Our legacy of hard work and dedication has established us as an industry leader.**

The following examples are provided to highlight CAP's experience with similar contracts. They demonstrate the depth of our past performance and validate our successful history of providing professional outsource services.

City of Aventura

Service: Full Building Department
Term: 1995 – On-Going
The City of Aventura has contracted with C.A.P. Government, Inc. (CAP) continuously for over twenty (20) years to provide full building plans review and inspection services. The purpose of building code services is to verify compliance with the Florida Building Code which regulates all building construction activities within the City of Aventura. These services include building plan review, issuance of building permits, inspections during construction, issuance of Certificates of Occupancy, and Building Code enforcement. CAP also provides the Building Official for the City of Aventura.

Town of Cutler Bay

Service: Full Building Department
Term: 2005 – On-Going
The Town of Cutler Bay has partnered with CAP continuously since its inception in 2005. CAP provides the Building Official and full building and permitting activities. The purpose of building code services is to ensure compliance with the Florida Building Code which regulates all building construction activities within the Town of Cutler Bay. Services include building plan review, the issuance of building permits, inspections during construction, issuance of Certificates of Occupancy and building code enforcement.

City of Weston



Service: Full Building Department
Term: 2005 – On-Going
The City of Weston has partnered with CAP continuously since 2005. CAP provides the Building Official and full Building Department services including plans review and inspections. CAP is involved in managing the daily operations of the Department. Responsibilities include building plans review, issuance of building permits, inspections during construction and issuance of Certificates of Occupancy. CAP also provides Permit Technicians and additional support as may be requested by the City Manager.

Town of Southwest Ranches

Service: Full Building Department
Term: 2006 – On-Going
CAP has outsourced comprehensive Building Department services to the Town of Southwest Ranches continuously since 2006. CAP provides the Building Official, full Building Department services including plans review and inspections. Responsibilities include managing the daily operations of the Department, the issuance of building permits, inspections during construction and issuance of Certificates of Occupancy. CAP Permit Technicians and additional support as may be requested by the Town Manager.

City of South Bay

Service: Full Building Department
Term: 1995 – On-Going
Since 2010 CAP has been providing the City of South Bay with the Building Official, full Building Department services, Planning, Zoning, Engineering, Code Enforcement, and Unsafe Structures Services. CAP's responsibilities include: building plans review, issuance of building permits and inspections during construction, processing business licenses, and zoning reviews. CAP's staff is also responsible for: maintaining an organized filing system, ensuring that all reporting is completed and working closely with the City Manager and staff to provide excellent customer service.

Palm Beach County

Service: Supplemental Building Department
Term: 2016 – On-Going
Since 2016 CAP has been providing Palm Beach County with Building Inspections, Plans Review and Permit Technician services. CAP's responsibilities include: plans review, issuance of building permits and inspections services during construction. CAP's staff is also responsible for maintaining an organized filing system, ensuring that all reporting is completed on a timely fashion and working closely with the City's Building Official and his staff to provide excellent customer service.

City of Fort Lauderdale

Service: Full Building Department
Term: 2006 – On-Going
In 2007, C.A.P. Government, Inc. (CAP) was selected by the City of Fort Lauderdale to outsource building plans review and inspection services for various disciplines on an as-needed basis. Our scope of services includes reviewing plans and performing field inspections in compliance with the FBC. Our Technical staff reports to the City's Building Official. The City also outsources to CAP Engineering services to provide plans review and inspections for utilities and connections to the rights-of way.

City of Pahokee

Service: Full Building Department
Term: 2015 – On-Going
Since 2014 CAP has been providing the City of Pahokee with the Building Official and full Building Department Services. CAP's responsibilities include: building plans review, issuance of building permits and inspections during construction, processing business licenses, and zoning reviews. CAP's staff is also responsible for: maintaining an organized filing system, ensuring that all reporting is completed on a timely fashion and working closely with the City Manager and his staff to provide excellent customer service.

We share the same mission as the City of Fort Pierce.

"To provide community leadership, quality public service, and a safe environment for all citizen, by an empowered team of employees motivated by pride in themselves and their work."

CAP is proud to be providing service to these clients:

cap government

EXPERIENCE

Services Provided
Full / Supplemental
Building Department
Plans Review and Inspections

FULL SERVICES

- City of Aventura
- City of Belle Glade
- City of Pahokee
- City of South Bay
- City of West Park
- City of Weston
- City of Wilton Manors
- North Bay Village
- Town of Briny Breezes
- Town of Cutler Bay
- Town of Lauderdale-by-the-Sea
- Town of Southwest Ranches
- Village of El Portal

EDUCATIONAL CLIENTS

- Miami-Dade College
- Miami-Dade County Public Schools
- School Board of Broward County
- Florida International University
- School District of Palm Beach County

SUPPLEMENTAL SERVICES

- Bal Harbour Village
- Charlotte County
- City of Boynton Beach
- City of Coconut Creek
- City of Coral Gables
- City of Coral Springs
- City of Dania Beach
- City of Delray Beach
- City of Doral
- City of Fort Lauderdale
- City of Greenacres
- City of Hallandale Beach
- City of Hollywood
- City of Homestead
- City of Lake Wales
- City of Lake Worth
- City of Lauderdale Lakes
- City of Lauderhill
- City of Miami
- City of Miami Beach
- City of Naples
- City of North Miami Beach
- City of Oakland Park
- City of Parkland
- City of Riviera Beach
- City of West Palm Beach
- Lee County
- Palm Beach County
- Sarasota County
- Town of Davie
- Town of Fort Myers Beach
- Town of Highland Beach
- Town of Palm Beach
- Town of Pembroke Park
- Village of Biscayne Park
- Village of Islamorada
- Village of Palm Springs
- Village of Pinecrest
- Village of Wellington

RFP No: 2019-011

SCOPE OF WORK:

C.A.P. Government, Inc. (CAP) will provide the City of Fort Pierce qualified, trained, experienced employees licensed by the State of Florida Department of Business and Professional Regulation (DBPR). We are prepared to complete the work required in accordance with all applicable State of Florida Statutes and standards. Our focus is on a long-term "Commitment to Success".

We have reviewed the "Scope of Services" in this RFP and we are confident that we will meet or exceed the level of services required by the City of Fort Pierce's Building Department.

CAP has assembled a qualified team to provide residential and commercial inspection services in the following trades:

- ***Structural***
- ***Building***
- ***Mechanical***
- ***Electrical***
- ***Plumbing***
- ***1+2 Family (and Multi Family)***

Knowledge: Our team of certified professionals have knowledge of construction and engineering principles, techniques and all applicable building codes and regulations including City and State ordinances. We are well versed in all legal and technical requirements related to all disciplines including Public Works, Zoning and Code Compliance.

CAP's staff will provide building inspection services under the Florida Building Code (FBC) including all applicable related regulations, laws and rules within the City of Fort Pierce.



"CAP'S EXPERIENCED STAFF MANTAINS HIGH STANDARDS TO PROTECT THE SAFETY OF THE PUBLIC"

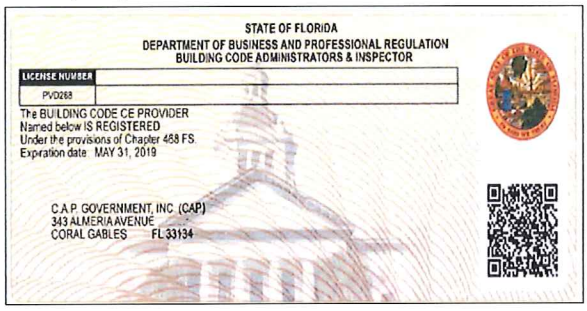
Professionalism: Our top priority is to maintain an effective professional working relationship with City staff, contractors, homeowners, architects, engineers, developers and customers of the City. CAP's staff will be available for consultation and to assist and provide information on building permitting and inspection issues to expedite the process.

ProjectDox: We have reviewed "Attachment A" and have the experience and knowledge of the system's user requirements of ProjectDox. The following demonstrates our knowledge of Electronic review through ProjectDox.

- We have processed over 125 plans.
- Our turnaround time is less than a week when reviewing Building Code disciplines in Structural, Building, Mechanical, Electrical and Plumbing.
- Technical comments, submittals and final versions of project forms are uploaded to the City's secured server.

Certifications: Our employees are required to participate in an annual Ethics Training Course, adhere to company's code of conduct and to take continuing education credits to maintain the required certifications for their trades.

In April 2016, CAP became an "Education Provider" accredited by the Florida Department of Business and Professional Regulation. This accreditation is further recognized by the Florida Building Code Administrator and Inspection Board. CAP encourages all employees to obtain additional certifications through training programs that are covered 100% by our Company.


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER
PVD268

The BUILDING CODE CE PROVIDER
Named below IS REGISTERED
Under the provisions of Chapter 468 FS.
Expiration date: MAY 31, 2019

C.A.P. GOVERNMENT, INC. (CAP)
343 ALMERIA AVENUE
CORAL GABLES FL 33134

Florida Driver's License: All, inspectors possess a valid Florida driver's license and can operate a motor vehicle.

Assignments: Inspectors assigned by CAP will have a minimum of ten (10) years of experience in inspections.

Commitment to Customers: All personnel are equipped with smart phones and I-Pads and will be capable of answering all consumer inquires in a timely manner. We take pride in customer service and believe that exceptional customer service builds trust and reduces problems for an efficient Building Department. Our Company culture is based on **"customer - centered services**.

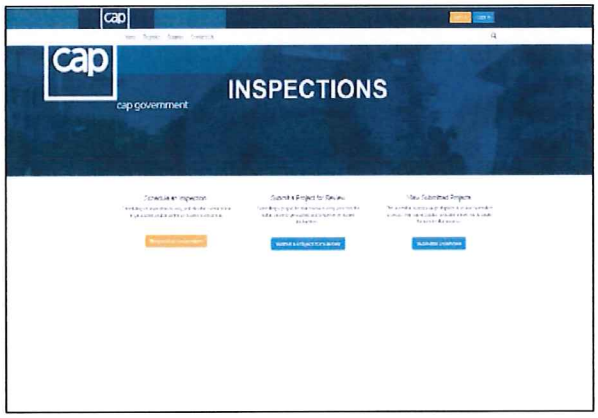
Equipment: All field inspectors are ready to perform services and are equipped with OSHA required safety equipment, i.e., steel toes shoes, hard hats, etc.



All of CAP's inspectors are provided with the necessary tools, equipment, cell phone and vehicle to inspection services. All company vehicles are licensed for use on public streets and licensed in the State of Florida. In addition, all of CAP's company vehicles have a CAP decal with our company logo.

OVERVIEW OF SERVICES

The following descriptions provide an overview of our core service and demonstrate how CAP is positioned to provide inspection services needed by the City.



INSPECTION SERVICES

CAP's staff have extensive experience providing inspection services for municipal and educational clients. The firm's capabilities are reinforced through staff's familiarity with the Florida Building Code and all applicable building codes and regulations, including City codes and ordinances. We have a proven plan review process that helps ensure compliance with requirements.

Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction; and grant inspection approvals if found in compliance with the Florida Building Codes, regulations and approved permit documents.

A written recommendation of approval or denial of each inspection will be provided with a clear observation of the findings to support such recommendations, including code sections applicable to the denials. On disapproved items, we will provide further discussions with Architects, Engineers, Contractors and owners builders to obtain the modifications necessary for approval.

Essential job functions required by the City of Fort Pierce

- ✓ Review plans and specifications for new and existing construction
- ✓ Answers inquiries concerning building code requirements
- ✓ Makes field inspections as necessary for clarification
- ✓ Performs inspections of his/her certified facets of construction of new buildings to determine compliance with the Florida Building Code
- ✓ Shall have a working knowledge of the City Ordinances, State Building Codes and department compliance to the Florida Building Code.
- ✓ Shall keep abreast new laws and changes in the Building Codes
- ✓ Understandably communicates Codes and Permitting Requirements with contractors and property owners both verbally and in writing
- ✓ Keeps alert for unsafe properties and conditions, unlicensed contractors and work being performed with out being performed with out proper permit in the course

  of performing his/her assigned inspections
- ✓ Consult with attorneys and other officials
- ✓ Takes photographs for evidence purposes when necessary
- ✓ Performs other job-related duties as requested

KEY STAFF:

Mr. Carlos A. Penin, PE
Title: Principal-in-Charge

Mr. Penin is a Professional Engineer with over thirty-five (35) years of experience. He founded C.A.P. Government, Inc. in 1989 and continues to serve as President. Mr. Penin will assure that the proper resources are allocated to the managing of this contract. He oversees the contractual responsibilities of all our clients and has a "hands on" management style to assure that all contractual obligations are met by our Managers and staff.

Ms. Deborah Nutter, BU. PX, BN
Title: Building Official

Ms. Nutter has over thirty (30) years of experience in the building industry. Ms. Nutter holds various licenses as a building code administrator, electrical plans examiner and a building, electrical and mechanical inspector. She was recognized by the Building Officials Association of Florida (BOAF) and awarded "2018" Building Official of the Year.

Mr. Judson Dulany, BU, PX, BN
Title: QA/AC Manager

Mr. Judson Dulany has over twenty (20) years of experience as a commercial residential, and industrial State of Florida Certified building, roofing contractor. Knowledgeable in all aspects of construction, estimating, contracts, underground utilities, site work, foundations, and structural walls. He is immersed in CAP's day to day operations and is uniquely qualified to oversee the administration of a Building Department.

ELECTRONIC PLANS REVIEW

CAP has codeveloped a simple, user friendly and transparent approach to Electronic Plans Review (EPR).





Since 2013, our Company embarked on the design, development and implementation of Electronic Plans Review (EPR). We firmly believe that EPR will make the review process more efficient and transparent allowing the service to be provided remotely. The review of plans electronically makes electronic archiving of data available thus eliminating paper bulk and allowing for ease of retrieval. The EPR system adds efficiency and value to the entire Building Review and Permitting process.

The EPR platform allows the stakeholders of each project to have **"real-time"** access to the status of reviews and to the submittals from the design professionals.

CAP is currently providing EPR services to its educational clients. **This software has been successfully used on our reviews of projects for MDC, FIU and Miami-Dade County Public Schools (MDCPS). We are currently providing EPR services to various municipalities.**

"CAP can provide an experience that will deliver a transparent permitting process taking full advantage of today's technologies"

1. The Applicant signs in by creating a Username and Password.
2. The files are uploaded by selecting and dragging into our secured CAP Cloud.
3. CAP verifies documentation and accepts. The Review Process begins.
4. Multidisciplinary and concurrent reviews are assigned by CAP Administrator. The Review generates a report that is transmitted to all stakeholders.
5. If necessary, Applicant Resubmits by uploading Revised files (Step 2).
6. Approval is granted once Plans and Documentation (Application) meets the Florida Building Code.

ORGANIZATIONAL CHART

cap government

City Manager
Nick Mimms, PE

Principal-In-Charge
Carlos A. Penin, PE

City Building Official
Paul Thomas, BU

QA /QC
Judson Dulany, BU, PX, BN

Building Official / Project Manager
Deborah Nutter, BU, PX, BN

BUILDING
Ralph Catanese, PX, BN
Jonathon Brooks, PX, BN
Warren DeLoach, PX, BN
Kevin Throop, BN

MECHANICAL
Hector Carbia, PX, BN
John Sylvestri, PX, BN
Carl Virgilio, PX, BN
Jason Turner, BN

ELECTRICAL
Robin Rivera, PX, BN
Doug Organ, PX, BN
Jeff Remas, PX, BN

PLUMBING
Hector Carbia, PX, BN
Anthony Dauria, PX, BN
Kevin Chapman, PX, BN

Licensee Details

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5093**
Status:	**Current,Active**
Licensure Date:	**09/23/2005**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Building	**08/09/2006**
Electrical Inspector	**09/23/2005**
1&2 Family Dw	**05/05/2006**
Mechanical	**08/09/2006**

Alternate Names

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Licensee Details

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1478**
Status:	**Current,Active**
Licensure Date:	**05/02/2006**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

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Licensee Details

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2657**
Status:	**Current,Active**
Licensure Date:	**03/13/2006**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**03/13/2006**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6644**
Status:	**Current,Active**
Licensure Date:	**03/27/2015**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**03/27/2015**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1990**
Status:	**Current,Active**
Licensure Date:	**02/26/2018**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3626**
Status:	**Current,Active**
Licensure Date:	**07/30/2015**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**07/30/2015**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CATANESE, RALPH W (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	**2300 NORTH JOG ROAD** **WEST PALM BEACH FL 33411**
County:	**PALM BEACH**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN1071**
Status:	**Current,Active**
Licensure Date:	**05/04/1994**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Building	
1&2 Family Dw	
Plumbing	
Residential Electric	

Alternate Names

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Licensee Details

Licensee Information

Name:	**CATANESE, RALPH W (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	**2300 NORTH JOG ROAD WEST PALM BEACH FL 33411**
County:	**PALM BEACH**

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU371**
Status:	**Current,Active**
Licensure Date:	**05/04/1994**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Standard

Alternate Names

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Licensee Details

Licensee Information

Name:	**BROOKS, JONATHAN NORRIS JR (Primary Name)**
Main Address:	**1349 WEST 35TH STREET** **RIVIERA BEACH Florida 33404**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6388**
Status:	**Current,Active**
Licensure Date:	**03/19/2012**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**03/19/2012**

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**BROOKS, JONATHAN NORRIS JR (Primary Name)**
Main Address:	**1349 WEST 35TH STREET** **RIVIERA BEACH Florida 33404**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3402**
Status:	**Current,Active**
Licensure Date:	**03/19/2012**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**03/19/2012**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DELOACH, WARREN WESLEY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN1571**
Status:	**Current,Active**
Licensure Date:	**06/30/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	
Plumbing	

Alternate Names

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

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Licensee Details

Licensee Information

Name:	**DELOACH, WARREN WESLEY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX690**
Status:	**Current,Active**
Licensure Date:	**06/30/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	
Mechanical	
Plumbing	

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**THROOP, KEVIN WILLIAM (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7390**
Status:	**Current,Active**
Licensure Date:	**04/27/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**04/27/2018**

Alternate Names

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View License Complaint

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Licensee Details

Licensee Information

Name:	**THROOP, KEVIN WILLIAM (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Provisional 1 and 2 Family Dwelling Inspector**
Rank:	**Prov. 1&2 Famil**
License Number:	**PFD961**
Status:	**Current,Active**
Licensure Date:	**02/12/2019**
Expires:	**02/11/2020**

Special Qualifications **Qualification Effective**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CARBIA, HECTOR XAVIER (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6473**
Status:	**Current,Active**
Licensure Date:	**11/19/2013**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Mechanical	**11/19/2013**
Plumbing	**05/07/2017**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CARBIA, HECTOR XAVIER (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3608**
Status:	**Current,Active**
Licensure Date:	**06/12/2015**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**06/12/2015**
Plumbing	**10/09/2018**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**SYLVESTRI, JOHN ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN610**
Status:	**Current,Active**
Licensure Date:	**03/18/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	
Mechanical	

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**SYLVESTRI, JOHN ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX313**
Status:	**Current,Active**
Licensure Date:	**03/18/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**VIRGILIO, CARL (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7613**
Status:	**Current,Active**
Licensure Date:	**02/01/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**02/01/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**VIRGILIO, CARL (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4230**
Status:	**Current,Active**
Licensure Date:	**02/21/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**02/21/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**TURNER, JASON (Primary Name)**
Main Address:	**960 NW FRESCO WAY 8 305 JENSEN BEACH Florida 34957**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7325**
Status:	**Current,Active**
Licensure Date:	**02/07/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**02/07/2018**

Alternate Names

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Licensee Details

Licensee Information

Name:	**RIVERA, ROBIN LEE (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6523**
Status:	**Current,Active**
Licensure Date:	**03/27/2014**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical Inspector	**03/27/2014**

Alternate Names

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Licensee Details

Licensee Information

Name:	**RIVERA, ROBIN LEE (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3518**
Status:	**Current,Active**
Licensure Date:	**07/25/2014**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**07/25/2014**

Alternate Names

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Licensee Details

Licensee Information

Name:	**ORGAN, DOUGLAS JOHN (Primary Name)**
Main Address:	**17327 40TH RUN NORTH LOXAHATCHEE Florida 33470**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6417**
Status:	**Current,Active**
Licensure Date:	**01/11/2013**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical Inspector	**01/11/2013**

Alternate Names

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Licensee Details

Licensee Information

Name:	**ORGAN, DOUGLAS JOHN (Primary Name)**
Main Address:	**17327 40TH RUN NORTH LOXAHATCHEE Florida 33470**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	**17327 40TH RUN N LOXAHATCHEE FL 33470**
County:	**PALM BEACH**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3449**
Status:	**Current,Active**
Licensure Date:	**05/13/2013**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**05/13/2013**

Alternate Names

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Licensee Details

Licensee Information

Name:	**REMAS, JEFFREY ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7611**
Status:	**Current,Active**
Licensure Date:	**01/25/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical Inspector	**01/25/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**REMAS, JEFFREY ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4210**
Status:	**Current,Active**
Licensure Date:	**01/25/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**01/25/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7353**
Status:	**Current,Active**
Licensure Date:	**03/05/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**03/05/2018**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4133**
Status:	**Current,Active**
Licensure Date:	**08/07/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**08/07/2018**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CHAPMAN, KEVIN JON (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5198**
Status:	**Current,Active**
Licensure Date:	**01/10/2006**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**01/10/2006**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CHAPMAN, KEVIN JON (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4071**
Status:	**Current,Active**
Licensure Date:	**04/27/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**04/27/2018**

Alternate Names

View Related License Information

View License Complaint

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REFERENCE CHECK FORM

Bid No: 2019-011 **Title: Annual Contract for Inspection Services**
Bidder/Respondent Name: C.A.P. Government, Inc., Carlos A. Penin , PE
Reference Company Name: City of Aventura
Telephone Number: 305.466.8940 Fax Number: 305.466.3277
Contact Name: Ms. Joanne Carr Email: jcarr@cityofaventura.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to inspection and review services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? **From:**_____ **To:**_____
- How would you describe the Contractor:

Description of work provided on this contract:

_____
_____
_____

Length of contract or business relationship: Start date: _____ End date: _____

Contract Value: $_____

Quality of work, dependability and integrity of owner & employees:

_____
_____
_____
_____
_____
_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

REFERENCE CHECK FORM

Bid No: 2019-011 **Title: Annual Contract for Inspection Services**
Bidder/Respondent Name: C.A.P. Government, Inc., Carlos A. Penin , PE
Reference Company Name: Town of Cutler Bay
Telephone Number: 305.234.4262 Fax Number: 305.234.4251
Contact Name: Mr. Rafael F. Casals Email: rcasals@cutlerbay-fl.gov

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to inspection and review services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? **From:**_____ **To:**_____
- How would you describe the Contractor:

Description of work provided on this contract:

_____
_____
_____

Length of contract or business relationship: Start date: _____ End date: _____

Contract Value: $_____

Quality of work, dependability and integrity of owner & employees:

_____
_____
_____
_____
_____
_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

REFERENCE CHECK FORM

Bid No: 2019-011 **Title: Annual Contract for Inspection Services**
Bidder/Respondent Name: C.A.P. Government, Inc., Carlos A. Penin , PE
Reference Company Name: City of Weston
Telephone Number: 954.385.2000 Fax Number: 954.385.2010
Contact Name: Mr. John R. Flint Email: jflint@westonfl.org

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to inspection and review services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? **From:**_____ **To:**_____
- How would you describe the Contractor:

Description of work provided on this contract:

_____
_____
_____

Length of contract or business relationship: Start date: _____ End date: _____

Contract Value: $_____

Quality of work, dependability and integrity of owner & employees:

_____
_____
_____
_____
_____
_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REVISED

PROPOSAL PRICING FORM
RFP NO. 2019-011 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: C.A.P. Government, Inc. for the requested services, in accordance with the agreements and specifications contained in RFP No. 2019-011.

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

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

ITEM	DESCRIPTION	HOURLY RATE		
1	• Perform inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • FULL-TIME INSPECTOR	**BLDG, M,E, or P**	$ 72.50	**per hour**
		1 + 2 Family	$ 77.50	**per hour**
		Multi	$ 77.50	**per hour**
2	• Perform inspection services • Per Inspector: Per hour exceeding 40 hours per week. • OVERTIME INSPECTOR	**BLDG, M,E, or P**	$ 90.00	**per hour**
		1 + 2 Family	$ 100.00	**per hour**
		Multi	$ 100.00	**per hour**
3	• Perform inspection services. • Per Inspector: Approximately 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	**BLDG, M,E, or P**	$ 80.00	**per hour**
		1 + 2 Family	$ 85.00	**per hour**
		Multi	$ 85.00	**per hour**
4	• Perform inspection services. • Pre Inspector: On an as needed basis. • AS NEEDED INSPECTOR	**BLDG, M,E, or P**	$ 85.00	**per hour**
		1 + 2 Family	$ 90.00	**per hour**
		Multi	$ 90.00	**per hour**

C.A.P. Government, Inc.
Company

305.448.1711
Telephone Number

Authorized Signature

343 Almeria Avenue
Address

Carlos A. Penin, PE, President
Printed Name & Title

Coral Gables, FL 33134
City, State, Zip Code

04/08/2019
Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

C.A.P. Government, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Carlos Leiva

Proposer's Signature

04/08/2019

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH PROPOSAL Carlos Diaz

City of Fort Pierce
Request for Proposals
For Annual Contract for Inspection Services
No: 2019-011

Certification in Accordance with Provision A. Rules for Proposals, Page 21

The undersigned as Sole Shareholder, Director and Officer of C.A.P. Government, Inc. affirms that the only principal interested in the proposal is Mr. Carlos A. Penin, PE and the only entity interested is C.A.P. Government, Inc.; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the undersigned as President and signer of the Cover Letter has full authority to bind the firm and parties identified in the Response.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President, Sole Shareholder, Director and Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2019

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

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

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 305-591-0090 **FAX (A/C, No):** 212-948-5665 **E-MAIL ADDRESS:** certsmiami@mma-fl.com
INSURED CAPGOVER C.A.P. Government Inc. 343 Almeria Avenue Coral Gables FL 33134	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Charter Oak Fire Insurance Company — 25615 **INSURER B :** Travelers Indemnity Co of America — 25666 **INSURER C :** Endurance American Specialty Ins Co — 41718 **INSURER D :** Travelers Cas & Surety Co of America — 31194 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1685841575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6602G356503	9/5/2018	9/5/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8102G356503	9/5/2018	9/5/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB5J119021	9/5/2018	9/5/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors and Omissions Claims-Made Retro Date: 9/6/1996			DPL10005502004	9/5/2018	9/5/2019	Design Prof Liability Network Sec & Privacy Retention	2,000,000 1,000,000 75,000

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

City of Fort Pierce and its officials, officers and employee, as Owner/Lessee/Contractor, is an Additional Insured are respects General Liability. Waiver of Subrogation as respects General Liability in favor of Additional Insured. 30 Day notice of Cancellation in favor of Additional Insured as respects General Liability. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

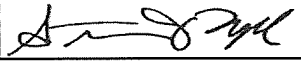
CERTIFICATE HOLDER

City of Fort Pierce
Attn: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

Meeting Date: 07/01/2019

Re: Approval of Annual Contracted Inspection Services , RFP No. 2019-012

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP No. 2019-012 for Annual Inspection Services to C.A.P. Government, Inc, Coral Gables, FL, in an amount up to $125, 000.00 annually.

SUMMARY:

RFP 2019-012 was issued March 25, 2019, had a mandatory pre-proposal conference held on April 5, 2019 in which four (4) contractors attended the meeting and four (4) contractors submitted completed proposals for consideration, and a selection meeting date of June 6, 2019.

The selection committee evaluated each bid and considered the following: Experience and ability of the firm; Facilities, equipment, capabilities; Quality of product compared to others in the marketplace; Past Performance of the primary firm; Willingness to meet time and budget; Price; and Location. Each bid was assigned a point total from 1- 100 with a gross maximum of 500 points. C.A.P. Government, Inc. received a total of 379 points; GFA International, Inc. received 355.5 points and Calvin, Giordano & Associates, Inc. received 305.5 points. American Municipal Solutions, LLC also submitted a proposal but was awarded 0 points.

RECOMMENDATION:

Staff recommends approval of the contract for contracted inspection services in response to RFP No. 2019-012 to C.A.P. Government, Inc. in an amount up to $125,000.00 annually, with the option for two (2) one-year renewals for a total of thirty-six (36) months.

ALTERNATIVES:

Do not approve the contract at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official
Shaun Coss, CFM, Building Dept. Coordinator

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2019

Account: 420-2902-524.34-90

Amount: 75,000.00

FISCAL IMPACT:

Funding provided by Building Department Other Contractual Service/Contractual Fees account.

Attachments

2019-012 Evaluation Tally Sheet

Bid Document 2019-012

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/19/2019 04:36 PM
Finance Department	Johnna Morris	06/24/2019 11:42 AM
City Manager	Nick Mimms	06/24/2019 05:06 PM
Form Started By: Karen Murphy		Started On: 06/18/2019 03:36 PM
Final Approval Date: 06/24/2019		

CUMULATIVE EVALUATION SHEET
ANNUAL CONTRACT INSPECTION SERVICES, RFP NO. 2019-012

CALVIN, GIORDANO & ASSOCIATES, INC

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	EVALUATOR 5	CUMULATIVE TOTAL
Experience & ability of the firm Points 20	16	15	20	15	10	76
Facilities, equipment, capabilities Points 10	8	8	5	5	10	36
Quality of product compared to to others in marketplace Points 5	4	5	2.5	4	5	20.5
Past performance of the primary firm Points 10	9	0	0	5	4	18
Willingness to meet time & budget Points 10	6	0	10	5	2	23
Price Price 40	20	20	30	30	20	120
Location Price 5	3	0	3	3	3	12
TOTAL	66	48	70.5	67	54	305.5

CUMULATIVE EVALUATION SHEET
ANNUAL CONTRACT INSPECTION SERVICES, RFP NO. 2019-012

C.A.P. GOVERNMENT INC.

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	EVALUATOR 5	CUMULATIVE TOTAL
Experience & ability of the firm Points 20	18	15	20	20	20	93
Facilities, equipment, capabilities Points 10	9	10	10	7	8	44
Quality of product compared to to others in marketplace Points 5	4	5	5	5	2	21
Past performance of the primary firm Points 10	10	0	0	5	3	18
Willingness to meet time & budget Points 10	8	5	10	5	3	31
Price Price 40	30	30	35	35	30	160
Location Price 5	2	3	2	2	3	12
TOTAL	81	68	82	79	69	379

CUMULATIVE EVALUATION SHEET
ANNUAL CONTRACT INSPECTION SERVICES, RFP NO. 2019-012

GFA INTERNATIONAL INC.

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	EVALUATOR 4	EVALUATOR 5	CUMULATIVE TOTAL
Experience & abilty of the firm Points 20	17	10	10	14	20	71
Facilities, equipment, capabilities Points 10	9	9	5	5	8	36
Quality of product compared to others in marketplace Points 5	4	5	2.5	3	2	16.5
Past performance of the primary firm Points 10	9	5	3	4	3	24
Willingness to meet time & budget Points 10	8	0	10	5	3	26
Price Price 40	30	32	40	36	30	168
Location Price 5	3	2	3	3	3	14
TOTAL	80	63	73.5	70	69	355.5

DELIVER TO: City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** and **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	RFP No: 2019-012
Pre-Bid Conference Date: FRIDAY, APRIL 5, 2019	RFP Title: ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Bid Location: CITY HALL, 2ND FLOOR CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	RFP Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950
Proposal Due Date & Time: 3:30 PM, THURSDAY, APRIL 11, 2019	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: C.A.P. Government, Inc. Mailing Address: 343 Almeria Avenue	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X_____ Authorized Signature (Manual)
City, State, Zip Code: Coral Gables, FL 33134	Typed or Printed Name: Carlos A. Penin ,PE
Type of Entity (Place a check or X): ✓ Corporation _____Partnership ____Proprietorship	Title: President
Incorporated in the State of: Florida Year: 1989	Delivery in _____days, ARO
Phone Number: 305.448.1711	Payment Terms: Net 30 Days
Fax Number: 305.448.1712	FEIN or SS Number: 65-0121594
E-Mail Address: cap@capfla.com	Local Business: ____Y ✓ N MWBE: ____Y _____N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

cap government

April 11, 2019

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

RE: Annual Contract for Plan Review Services - RFP No: 2019-012

To Whom It May Concern:

C.A.P. Government, Inc. (CAP) submits this response to the City of Fort Pierce's Request for Proposal **(RFP No: 2019.012)** to provide Plan Review Services. We thoroughly understand the scope of services and have enclosed four (4) copies, one (1) original, three (3) copies of our response to this RFP.

CAP has been outsourcing services to governmental agencies in Miami-Dade, Broward, Palm Beach and the Gulf Coast Counties for the last thirty (30) years.

Our corporate philosophy into successfully delivering services is by creating a positive customer experience without sacrificing accuracy, efficiency and transparency. We believe that this complements the experience that the City desires for its Building Department's customers. As you review our package we call your attention to the following points:

- **Qualifications.** CAP was established thirty (30) years ago, in 1989, and is the pioneer of outsourcing Building Department services to municipalities throughout Florida. We currently serve over fifty (50) municipalities and five (5) educational clients. Our customer centered approach to these services is one of the reasons that our clients stretch throughout Miami-Dade, Broward, Palm Beach and the Gulf Coast Counties.

- **Staff Availability.** CAP has over one hundred ninety (190) employees who are fully qualified and licensed by the State of Florida Department of Business and Professional Regulations. They are available to provide plans review, inspections, code enforcement, Building Official and permit administration services.

- **Location / Electronic Plans Review (EPR).** Since 2013 CAP has been investing, developing and implementing an EPR platform that allows our Plans Examiners to work electronically in an efficient, transparent and real time manner. We currently have offices in Coral Gables, Fort Lauderdale and in West Palm Beach.

- **Services.** CAP contracts with governmental agencies, thus avoiding potential conflicts of interest. **Building Department outsourcing is what we do!**

cap government

April 11, 2019
City of Fort Pierce
Purchasing Division

RE: Annual Contract for Plan Review Services RFP No: 2019-012

We commit to deliver efficient, cost-effective and quality solutions to the City of Fort Pierce by maintaining the necessary resources to provide the services required in the Request for Proposal. Our experience and qualifications meet or exceed the requirements and expectations listed in the RFP.

In closing, let me offer some facts that we believe set us apart from our competition. No other Company in South Florida can measure up to the amount of years of service, number of clients and number of employees. **Why us, by the numbers?**

30	Years in Business (Est. in 1989)
27	Years Outsourcing Building Services Exclusively to the Government
13	Municipal Clients - Full Service
39	Municipal Clients - Supplemental Services
5	Educational Clients
57	Total Building Department Outsourcing Clients
14	Years with the City of Weston
14	Years with the Town of Cutler Bay
24	Years with the City of Aventura
1	Palm Beach Headquarters located in the City of West Palm Beach
190 +	Employees dedicated to outsourcing Building Services
0	**Private Sector Clients**

If given the opportunity, we will provide customer centered Building Department services to the City. Should you require any additional information, or wish to discuss this proposal further, please contact me at 305.666.7178.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

April 4, 2019

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2019-012

ADDENDUM NO. 1

The purpose of this addendum is to provide modifications to the specifications in this proposal document. The following modifications have been:

- **Revisions made to page 22 , Section document has been revised to correct section 4, 5, 6, and 7 numbering in sequential order, see attached**
- **Revisions made to the Proposal Pricing Form, page 28, see attached**
- **Revised Section VII – Page 24 for Instructions for Preparing Proposal, see attached**

The following pages are attached and should be replaced in the original submitted.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 343 Alemeria Avenue, Coral Gables, FL 33134

Date: 04/08/2019

/lh

Attachments: page 22, 24, and 28

Section 4: Qualifications/Experience
The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified.

A. Address in detail the firm's ability and experience in the provision of similar services.

B. Listing of projects of similar nature within the last five (5) years which includes a brief description of each project, the name of the client and term of agreement shall be included.

C. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to work under this agreement.

D. Provide the company's State of Florida license for each person who may be assigned to work under this agreement.

Section 5: References
Provide at least three (3) clients similar projects work has been performed within the last five (5) years. **(see Section VII~ Forms, Reference Check Form)**

Section 6: Cost Proposal
Complete and include the Proposal Pricing Form **(see Section VII~ Forms)**.

Section 7: Additional Data
Include any completed forms in Section VII, that are not associated with any of the previous sections listed above, and any additional information that the Proposer considers pertinent for consideration should be included in this section of the proposal.

4. EVALUATION METHOD AND CRITERIA

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

SECTION VII
FORMS

Complete the following forms in this section and include in Section 7 (Additional Data) of your proposal submittal, see page 22, Section VI – Instructions for Preparing Proposal.

April 8, 2019

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2019-012

ADDENDUM NO. 2

The purpose of this addendum is to revise **Section IV – Instructions to Proposers and extend the due date**. The original submission was missing the following information, please see page 17 of the document:

- **8. CERTIFICATE OF INSURANCE**
  Proposer shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the commencement of work by the contractor and shall be maintained in force until the contract is no longer in effect.

- **9. BUSINESS TAX RECEIPT**
  Provide a valid Business Tax Receipt from your jurisdiction with your proposal submittal. Include in Section 7 – Additional Data, see in Section VII – Instructions for Preparing Proposals.

- **10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**
  The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

The due date has been extended from 3:30PM, Thursday, April 11, 2019 to:

3:30 PM, WEDNESDAY, APRIL 24, 2019

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin, PE
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 343 Almeria Avenue, Coral Gables, FL 33134

Date: 04/10/2019

/lh

April 9, 2019

CITY OF FORT PIERCE

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

RFP NO. 2019-012

ADDENDUM NO. 3

The purpose of this addendum is to extend the date as listed on page 16, item numbered 3.2, **Inquiries/Questions** to correspond with the new bid due date listed in Addendum No. 2.

No inquiries will be received no later than,
5:00 PM, TUESDAY, APRIL 16, 2019

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Carlos A. Penin, PE
Typed or Printed

Company Name: C.A.P. Government, Inc.

Address: 343 Almeria Avenue, Coral Gables, FL 33134

_____

Date: 04/10/2019

/lh

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1910 North FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		B18.493983 - 07/11/18	$33.00	B40172075

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

B1 - 857

C.A.P. GOVERNMENT
C.A.P. GOVERNMENT INC
1910 N FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

LBTR Number: 2016092908
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

000396

Local Business Tax Receipt

Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

2252898

BUSINESS NAME/LOCATION
CAP GOVERNMENT INC
343 ALMERIA AVE
CORAL GABLES FL 33134

RECEIPT NO.
RENEWAL
2369544

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
CAP GOVERNMENT INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
EB5344

PAYMENT RECEIVED BY TAX COLLECTOR
$247.50 07/13/2018
CHECK21–18–068432

Employee(s) 55

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

CITY OF CORAL GABLES, FLORIDA

LOCAL BUSINESS TAX RECEIPT

ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY

CUST. NO. 221296
RECEIPT NO.
BT-0026012513

2018-2019

BUSINESS NAME: CAP GOVERNMENT INC
DBA NAME: CAP GOVERNMENT INC
LOCATION: 343 ALMERIA AVE

CLASSIFICATION:	NO. OF UNITS	UNIT DESCRIPTION	AMOUNT PAID: $ 305.00
1 PROFESSIONAL SVC-PA, LLC, ETC			
2			
3			
4			
5			
6			

SQUARE FOOTAGE OF SPACE: 2500

BUSINESS TAX RECPT RENEWAL

VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2019

** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
C.A.P. GOVERNMENT, INC.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
343 ALMERIA AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
CORAL GABLES, FL 33134

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
6	5	–	0	1	2	1	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/9/19

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of Florida
Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 15, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2019



Secretary of State

Tracking Number: 1222495617CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

C.A.P. GOVERNMENT, INC.

343 ALMERIA AVENUE
CORAL GABLES FL 33134

LICENSE NUMBER: CA5344

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PENIN, CARLOS ANTONIO

343 343 ALMERIA AVENUE
CORAL GABLES FL 33134

LICENSE NUMBER: PE33216

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

QUALIFICATION / EXPERIENCE

C.A.P. Government, Inc. (CAP) was founded on April 10, 1989 by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of professional services and has been doing so continuously since then.

Today CAP is recognized as the industry leader in providing Building Department services to over fifty (50) municipalities and five (5) educational clients across Florida.

In 2017 and again in 2018 our company was a recipient of this prestigious award at the Hot Firm & A/E Industry Awards Conference.

For over 20 years the Zweig Group has recognized the 100 fastest growing architecture, engineering, planning, and environmental consulting firms in the United States.

Likewise, in 2017 and in 2018 CAP has been recognized as one of the 100 fastest-growing, Gator-owned Businesses in the world.

Alumni from the University of Florida have created and guided some of the most innovated and profitable businesses in the nation and the world.

We are leaders in the outsource of Building Department services and are recognized by our clients as one of the most respected and best managed firms in this business. This respect and our customer centered approach to these services has helped us build a team of over 190 Professional Engineers, Architects, Building Code Administrators, Plans Examiners and Inspectors.

C.A.P. GOVERNMENT, INC.	
Miami-Dade	343 Almería Avenue Coral Gables, FL 33134
Broward	100 SE 12 Street Fort Lauderdale, FL 33316
Palm Beach	1910 N. Florida Mango Rd. W. Palm Beach, FL 33409

CAP is a State of Florida Corporation that operates out of three (3) offices in Florida.

Our clients stretch throughout Miami-Dade, Broward, Palm Beach, Sarasota, Charlotte and Lee Counties.

For thirty (30) years, CAP has maintained an exemplary track record of our professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections and code compliance to government entities.

Our team of qualified personnel performs Building Code Services per Chapter 553 and 468, Part XII of the Florida Statutes, the Florida Building Code (FBC) and all relevant laws and codes. Out staff is certified by the State of Florida Building Code Administrators and Inspectors Board, the State of Florida Board of Professional Engineers and by the Miami-Dade and Broward County Board of Rules and Appeals (BORA). As a safeguard, all CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy.

SIMILAR PROJECTS

C.A.P. Government, Inc. has outsourced Building Department services to government agencies in Miami-Dade, Broward, Palm Beach, Sarasota, Charlotte and Lee Counties. **Our legacy of hard work and dedication has established us as an industry leader.**

The following examples are provided to highlight CAP's experience with similar contracts. They demonstrate the depth of our past performance and validate our successful history of providing professional outsource services.

City of Aventura

Service: Full Building Department
Term: 1995 – On-Going
The City of Aventura has contracted with C.A.P. Government, Inc. (CAP) continuously for over twenty (20) years to provide full building plans review and inspection services. The purpose of building code services is to verify compliance with the Florida Building Code which regulates all building construction activities within the City of Aventura. These services include building plan review, issuance of building permits, inspections during construction, issuance of Certificates of Occupancy, and Building Code enforcement. CAP also provides the Building Official for the City of Aventura.

Town of Cutler Bay

Service: Full Building Department
Term: 2005 – On-Going
The Town of Cutler Bay has partnered with CAP continuously since its inception in 2005. CAP provides the Building Official and full building and permitting activities. The purpose of building code services is to ensure compliance with the Florida Building Code which regulates all building construction activities within the Town of Cutler Bay. Services include building plan review, the issuance of building permits, inspections during construction, issuance of Certificates of Occupancy and building code enforcement.

City of Weston



Service: Full Building Department
Term: 2005 – On-Going
The City of Weston has partnered with CAP continuously since 2005. CAP provides the Building Official and full Building Department services including plans review and inspections. CAP is involved in managing the daily operations of the Department. Responsibilities include building plans review, issuance of building permits, inspections during construction and issuance of Certificates of Occupancy. CAP also provides Permit Technicians and additional support as may be requested by the City Manager.

Town of Southwest Ranches

Service: Full Building Department
Term: 2006 – On-Going
CAP has outsourced comprehensive Building Department services to the Town of Southwest Ranches continuously since 2006. CAP provides the Building Official, full Building Department services including plans review and inspections. Responsibilities include managing the daily operations of the Department, the issuance of building permits, inspections during construction and issuance of Certificates of Occupancy. CAP Permit Technicians and additional support as may be requested by the Town Manager.

City of South Bay

Service: Full Building Department
Term: 1995 – On-Going
Since 2010 CAP has been providing the City of South Bay with the Building Official, full Building Department services, Planning, Zoning, Engineering, Code Enforcement, and Unsafe Structures Services. CAP's responsibilities include: building plans review, issuance of building permits and inspections during construction, processing business licenses, and zoning reviews. CAP's staff is also responsible for: maintaining an organized filing system, ensuring that all reporting is completed and working closely with the City Manager and staff to provide excellent customer service.

Palm Beach County

Service: Supplemental Building Department
Term: 2016 – On-Going
Since 2016 CAP has been providing Palm Beach County with Building Inspections, Plans Review and Permit Technician services. CAP's responsibilities include: plans review, issuance of building permits and inspections services during construction. CAP's staff is also responsible for maintaining an organized filing system, ensuring that all reporting is completed on a timely fashion and working closely with the City's Building Official and his staff to provide excellent customer service.

City of Fort Lauderdale

Service: Full Building Department
Term: 2006 – On-Going
In 2007, C.A.P. Government, Inc. (CAP) was selected by the City of Fort Lauderdale to outsource building plans review and inspection services for various disciplines on an as-needed basis. Our scope of services includes reviewing plans and performing field inspections in compliance with the FBC. Our Technical staff reports to the City's Building Official. The City also outsources to CAP Engineering services to provide plans review and inspections for utilities and connections to the rights-of way.

City of Pahokee

Service: Full Building Department
Term: 2015 – On-Going
Since 2014 CAP has been providing the City of Pahokee with the Building Official and full Building Department Services. CAP's responsibilities include: building plans review, issuance of building permits and inspections during construction, processing business licenses, and zoning reviews. CAP's staff is also responsible for: maintaining an organized filing system, ensuring that all reporting is completed on a timely fashion and working closely with the City Manager and his staff to provide excellent customer service.

We share the same mission as the City of Fort Pierce.

"To provide community leadership, quality public service, and a safe environment for all citizen, by an empowered team of employees motivated by pride in themselves and their work."

CAP is proud to be providing service to these clients:

cap government

EXPERIENCE

Services Provided
Full / Supplemental
Building Department
Plans Review and Inspections

FULL SERVICES

- City of Aventura
- City of Belle Glade
- City of Pahokee
- City of South Bay
- City of West Park
- City of Weston
- City of Wilton Manors
- North Bay Village
- Town of Briny Breezes
- Town of Cutler Bay
- Town of Lauderdale-by-the-Sea
- Town of Southwest Ranches
- Village of El Portal

EDUCATIONAL CLIENTS

- Miami-Dade College
- Miami-Dade County Public Schools
- School Board of Broward County
- Florida International University
- School District of Palm Beach County

SUPPLEMENTAL SERVICES

- Bal Harbour Village
- Charlotte County
- City of Boynton Beach
- City of Coconut Creek
- City of Coral Gables
- City of Coral Springs
- City of Dania Beach
- City of Delray Beach
- City of Doral
- City of Fort Lauderdale
- City of Greenacres
- City of Hallandale Beach
- City of Hollywood
- City of Homestead
- City of Lake Wales
- City of Lake Worth
- City of Lauderdale Lakes
- City of Lauderhill
- City of Miami
- City of Miami Beach
- City of Naples
- City of North Miami Beach
- City of Oakland Park
- City of Parkland
- City of Riviera Beach
- City of West Palm Beach
- Lee County
- Palm Beach County
- Sarasota County
- Town of Davie
- Town of Fort Myers Beach
- Town of Highland Beach
- Town of Palm Beach
- Town of Pembroke Park
- Village of Biscayne Park
- Village of Islamorada
- Village of Palm Springs
- Village of Pinecrest
- Village of Wellington

RFP No: 2019-012

SCOPE OF WORK:

C.A.P. Government, Inc. (CAP) will provide the City of Fort Pierce qualified, trained, experienced employees licensed by the State of Florida Department of Business and Professional Regulation (DBPR). We are prepared to complete the work required in accordance with all applicable State of Florida Statutes and standards. Our focus is on a long-term "Commitment to Success".

We have reviewed the "Scope of Services" in this RFP and we are confident that we will meet or exceed the level of services required by the City of Fort Pierce's Building Department.

CAP has assembled a qualified team to provide residential and commercial plan review services in the following trades:

- ***Structural***
- ***Building***
- ***Mechanical***
- ***Electrical***
- ***Plumbing***
- ***1+2 Family (and Multi Family)***

Knowledge: Our team of certified professionals have knowledge of construction and engineering principles, techniques and all applicable building codes and regulations including City and State ordinances. We are well versed in all legal and technical requirements related to all disciplines including Public Works, Zoning and Code Compliance.

CAP's staff will review and process all applications and construction plans for issuance of permits under the Florida Building Code (FBC). including the requirements of other agencies that have jurisdiction.



"CAP'S EXPERIENCED STAFF MANTAINS HIGH STANDARDS TO PROTECT THE SAFETY OF THE PUBLIC"

Professionalism: Our top priority is to maintain an effective professional working relationship with City staff, contractors, homeowners, architects, engineers, developers and customers of the City. CAP's staff will be available for consultation and to assist and provide information on building permitting and inspection issues to expedite the process.

ProjectDox: We have reviewed "Attachment A" and have the experience and knowledge of the system's user requirements of ProjectDox. The following demonstrates our knowledge of Electronic review through ProjectDox.

- We have processed over 125 plans.
- Our turnaround time is less than a week when reviewing Building Code disciplines in Structural, Building, Mechanical, Electrical and Plumbing.
- Technical comments, submittals and final versions of project forms are uploaded to the City's secured server.

Certifications: Our employees are required to participate in an annual Ethics Training Course, adhere to company's code of conduct and to take continuing education credits to maintain the required certifications for their trades.

In April 2016, CAP became an "Education Provider" accredited by the Florida Department of Business and Professional Regulation. This accreditation is further recognized by the Florida Building Code Administrator and Inspection Board. CAP encourages all employees to obtain additional certifications through training programs that are covered 100% by our Company.


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER
PVD288

The BUILDING CODE CE PROVIDER
Named below IS REGISTERED
Under the provisions of Chapter 468 FS.
Expiration date MAY 31, 2019

C.A.P. GOVERNMENT, INC. (CAP)
343 ALMERIA AVENUE
CORAL GABLES FL 33134

Florida Driver's License: All, plan reviewers possess a valid Florida driver's license and can operate a motor vehicle.

Assignments: All Plan reviewers assigned by CAP will have a minimum of ten (10) years of experience in performing plans review.

Commitment to Customers: All personnel are equipped with smart phones and I-Pads and will be capable of answering all consumer inquires in a timely manner. We take pride in customer service and believe that exceptional customer service builds trust and reduces problems for an efficient Building Department. Our Company culture is based on **"customer - centered services**.

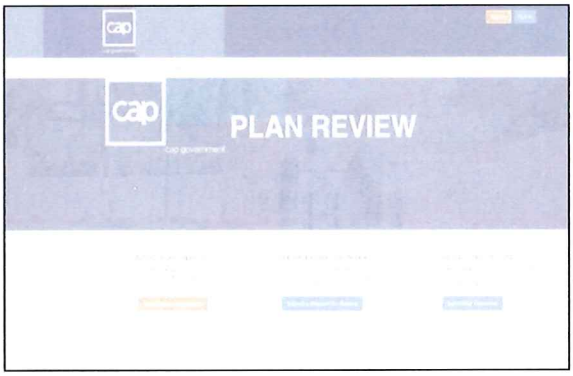
Equipment: All plan reviewers and field inspectors are ready to perform services and are equipped with OSHA required safety equipment, i.e., steel toes shoes, hard hats, etc.



All of CAP's plan reviewers are provided with the necessary tools, equipment, cell phone and vehicle to perform plan review services. All company vehicles are licensed for use on public streets and licensed in the State of Florida. In addition, all of CAP's company vehicles have a CAP decal with our company logo.

OVERVIEW OF SERVICES

The following descriptions provide an overview of our core service and demonstrate how CAP is positioned to provide plan review services needed by the City.



PLAN REVIEW SERVICES

CAP's staff have extensive experience providing plans review services for municipal and educational clients. The firm's capabilities are reinforced through staff's familiarity with the Florida Building Code and all applicable building codes and regulations, including City codes and ordinances. We have a proven plan review process that helps ensure compliance with requirements.

We will review all permit documents including building plans, specifications and all required calculations for residential and commercial projects to ensure compliance with the Florida Building Code and any other applicable standards. The reviews will include the various disciplines: structural, building, mechanical, electrical, (HVAC), electrical and plumbing and two-family dwelling disciplines. This will result in a recommendation of approval or denial of plans with a clear observation of the findings to support such recommendations, including code sections applicable to the denials. On disapproved items, we will provide further discussions with Architects, Engineers, Contractors and owners builders to obtain the modifications necessary for approval.

Essential job functions required by the City of Fort Pierce

- ✓ Review plans and specifications for new and existing construction
- ✓ Answers inquiries concerning building code requirements
- ✓ Makes field inspections as necessary for clarification
- ✓ Performs inspections of his/her certified facets of construction of new buildings to determine compliance with the Florida Building Code
- ✓ Shall have a working knowledge of the City Ordinances, State Building Codes and department compliance to the Florida Building Code.
- ✓ Shall keep abreast new laws and changes in the Building Codes
- ✓ Understandably communicates Codes and Permitting Requirements with contractors and property owners both verbally and in writing
- ✓ Keeps alert for unsafe properties and conditions, unlicensed contractors and work being performed with out being performed with out proper permit in the course of performing his/her assigned inspections
- ✓ Consult with attorneys and other officials
- ✓ Takes photographs for evidence purposes when necessary
- ✓ Performs other job-related duties as requested

KEY STAFF:

Mr. Carlos A. Penin, PE
Title: Principal-in-Charge

Mr. Penin is a Professional Engineer with over thirty-five (35) years of experience. He founded C.A.P. Government, Inc. in 1989 and continues to serve as President. Mr. Penin will assure that the proper resources are allocated to the managing of this contract. He oversees the contractual responsibilities of all our clients and has a "hands on" management style to assure that all contractual obligations are met by our Managers and staff.

Ms. Deborah Nutter, BU. PX, BN
Title: Building Official

Ms. Nutter has over thirty (30) years of experience in the building industry. Ms. Nutter holds various licenses as a building code administrator, electrical plans examiner and a building, electrical and mechanical inspector. She was recognized by the Building Officials Association of Florida (BOAF) and awarded "2018" Building Official of the Year.

Mr. Judson Dulany, BU, PX, BN
Title: QA/AC Manager

Mr. Judson Dulany has over twenty (20) years of experience as a commercial residential, and industrial State of Florida Certified building, roofing contractor. Knowledgeable in all aspects of construction, estimating, contracts, underground utilities, site work, foundations, and structural walls. He is immersed in CAP's day to day operations and is uniquely qualified to oversee the administration of a Building Department.

ELECTRONIC PLANS REVIEW

CAP has codeveloped a simple, user friendly and transparent approach to Electronic Plans Review (EPR).





Since 2013, our Company embarked on the design, development and implementation of Electronic Plans Review (EPR). We firmly believe that EPR will make the review process more efficient and transparent allowing the service to be provided remotely. The review of plans electronically makes electronic archiving of data available thus eliminating paper bulk and allowing for ease of retrieval. The EPR system adds efficiency and value to the entire Building Review and Permitting process.

The EPR platform allows the stakeholders of each project to have **"real-time"** access to the status of reviews and to the submittals from the design professionals.

CAP is currently providing EPR services to its educational clients. **This software has been successfully used on our reviews of projects for MDC, FIU and Miami-Dade County Public Schools (MDCPS). We are currently providing EPR services to various municipalities.**

"CAP can provide an experience that will deliver a transparent permitting process taking full advantage of today's technologies"

1. The Applicant signs in by creating a Username and Password.
2. The files are uploaded by selecting and dragging into our secured CAP Cloud.
3. CAP verifies documentation and accepts. The Review Process begins.
4. Multidisciplinary and concurrent reviews are assigned by CAP Administrator. The Review generates a report that is transmitted to all stakeholders.
5. If necessary, Applicant Resubmits by uploading Revised files (Step 2).
6. Approval is granted once Plans and Documentation (Application) meets the Florida Building Code.

ORGANIZATIONAL CHART

cap government

City Manager
Nick Mimms, PE

Principal-In-Charge
Carlos A. Penin, PE

City Building Official
Paul Thomas, BU

QA /QC
Judson Dulany, BU, PX, BN

Building Official / Project Manager
Deborah Nutter, BU, PX, BN

BUILDING
Ralph Catanese, PX, BN
Jonathon Brooks, PX, BN
Warren DeLoach, PX, BN
Kevin Throop, BN

MECHANICAL
Hector Carbia, PX, BN
John Sylvestri, PX, BN
Carl Virgilio, PX, BN
Jason Turner, BN

ELECTRICAL
Robin Rivera, PX, BN
Doug Organ, PX, BN
Jeff Remas, PX, BN

PLUMBING
Hector Carbia, PX, BN
Anthony Dauria, PX, BN
Kevin Chapman, PX, BN

Licensee Details

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5093**
Status:	**Current,Active**
Licensure Date:	**09/23/2005**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Building	**08/09/2006**
Electrical Inspector	**09/23/2005**
1&2 Family Dw	**05/05/2006**
Mechanical	**08/09/2006**

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any

Licensee Details

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1478**
Status:	**Current,Active**
Licensure Date:	**05/02/2006**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

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

Licensee Details

Licensee Information

Name:	**NUTTER, DEBORAH ANN (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2657**
Status:	**Current,Active**
Licensure Date:	**03/13/2006**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**03/13/2006**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6644**
Status:	**Current,Active**
Licensure Date:	**03/27/2015**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**03/27/2015**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1990**
Status:	**Current,Active**
Licensure Date:	**02/26/2018**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**DULANY, JUDSON DEWITT (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3626**
Status:	**Current,Active**
Licensure Date:	**07/30/2015**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**07/30/2015**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**CATANESE, RALPH W (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	**2300 NORTH JOG ROAD WEST PALM BEACH FL 33411**
County:	**PALM BEACH**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN1071**
Status:	**Current,Active**
Licensure Date:	**05/04/1994**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Building	
1&2 Family Dw	
Plumbing	
Residential Electric	

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**CATANESE, RALPH W (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	**2300 NORTH JOG ROAD** **WEST PALM BEACH FL 33411**
County:	**PALM BEACH**

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU371**
Status:	**Current,Active**
Licensure Date:	**05/04/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Standard	

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**BROOKS, JONATHAN NORRIS JR (Primary Name)**
Main Address:	**1349 WEST 35TH STREET** **RIVIERA BEACH Florida 33404**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6388**
Status:	**Current,Active**
Licensure Date:	**03/19/2012**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Building	**03/19/2012**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**BROOKS, JONATHAN NORRIS JR (Primary Name)**
Main Address:	**1349 WEST 35TH STREET** **RIVIERA BEACH Florida 33404**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3402**
Status:	**Current,Active**
Licensure Date:	**03/19/2012**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**03/19/2012**

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**DELOACH, WARREN WESLEY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN1571**
Status:	**Current,Active**
Licensure Date:	**06/30/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	
Plumbing	

Alternate Names

View Related License Information

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

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Licensee Details

Licensee Information

Name:	**DELOACH, WARREN WESLEY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX690**
Status:	**Current,Active**
Licensure Date:	**06/30/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	
Mechanical	
Plumbing	

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**THROOP, KEVIN WILLIAM (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7390**
Status:	**Current,Active**
Licensure Date:	**04/27/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	**04/27/2018**

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**THROOP, KEVIN WILLIAM (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Provisional 1 and 2 Family Dwelling Inspector**
Rank:	**Prov. 1&2 Famil**
License Number:	**PFD961**
Status:	**Current,Active**
Licensure Date:	**02/12/2019**
Expires:	**02/11/2020**

Special Qualifications **Qualification Effective**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CARBIA, HECTOR XAVIER (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6473**
Status:	**Current,Active**
Licensure Date:	**11/19/2013**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Mechanical	**11/19/2013**
Plumbing	**05/07/2017**

Alternate Names

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Licensee Details

Licensee Information

Name:	**CARBIA, HECTOR XAVIER (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3608**
Status:	**Current,Active**
Licensure Date:	**06/12/2015**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Mechanical	**06/12/2015**
Plumbing	**10/09/2018**

Alternate Names

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Licensee Details

Licensee Information

Name:	**SYLVESTRI, JOHN ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN610**
Status:	**Current,Active**
Licensure Date:	**03/18/1994**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Building	
Mechanical	

Alternate Names

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Licensee Details

Licensee Information

Name:	**SYLVESTRI, JOHN ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX313**
Status:	**Current,Active**
Licensure Date:	**03/18/1994**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Building	

Alternate Names

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Licensee Details

Licensee Information

Name:	**VIRGILIO, CARL (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7613**
Status:	**Current,Active**
Licensure Date:	**02/01/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**02/01/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**VIRGILIO, CARL (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4230**
Status:	**Current,Active**
Licensure Date:	**02/21/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**02/21/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**TURNER, JASON (Primary Name)**
Main Address:	**960 NW FRESCO WAY 8 305 JENSEN BEACH Florida 34957**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7325**
Status:	**Current,Active**
Licensure Date:	**02/07/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Mechanical	**02/07/2018**

Alternate Names

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Licensee Details

Licensee Information

Name:	**RIVERA, ROBIN LEE (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6523**
Status:	**Current,Active**
Licensure Date:	**03/27/2014**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical Inspector	**03/27/2014**

Alternate Names

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Licensee Details

Licensee Information

Name:	**RIVERA, ROBIN LEE (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3518**
Status:	**Current,Active**
Licensure Date:	**07/25/2014**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**07/25/2014**

Alternate Names

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Licensee Details

Licensee Information

Name:	**ORGAN, DOUGLAS JOHN (Primary Name)**
Main Address:	**17327 40TH RUN NORTH** **LOXAHATCHEE Florida 33470**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6417**
Status:	**Current,Active**
Licensure Date:	**01/11/2013**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Electrical Inspector	**01/11/2013**

Alternate Names

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Licensee Details

Licensee Information

Name:	**ORGAN, DOUGLAS JOHN (Primary Name)**
Main Address:	**17327 40TH RUN NORTH** **LOXAHATCHEE Florida 33470**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	**17327 40TH RUN N** **LOXAHATCHEE FL 33470**
County:	**PALM BEACH**

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3449**
Status:	**Current,Active**
Licensure Date:	**05/13/2013**
Expires:	**11/30/2019**

Special Qualifications	Qualification Effective
Electrical	**05/13/2013**

Alternate Names

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View License Complaint

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Licensee Details

Licensee Information

Name:	**REMAS, JEFFREY ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7611**
Status:	**Current,Active**
Licensure Date:	**01/25/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical Inspector	**01/25/2019**

Alternate Names

View Related License Information

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Licensee Details

Licensee Information

Name:	**REMAS, JEFFREY ANTHONY (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4210**
Status:	**Current,Active**
Licensure Date:	**01/25/2019**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Electrical	**01/25/2019**

Alternate Names

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Licensee Details

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7353**
Status:	**Current,Active**
Licensure Date:	**03/05/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**03/05/2018**

Alternate Names

View Related License Information

View License Complaint

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

Licensee Details

Licensee Information

Name:	**DAURIA, ANTHONY ALBINO (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4133**
Status:	**Current,Active**
Licensure Date:	**08/07/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**08/07/2018**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**CHAPMAN, KEVIN JON (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5198**
Status:	**Current,Active**
Licensure Date:	**01/10/2006**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**01/10/2006**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

Licensee Information

Name:	**CHAPMAN, KEVIN JON (Primary Name)**
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX4071**
Status:	**Current,Active**
Licensure Date:	**04/27/2018**
Expires:	**11/30/2019**

Special Qualifications	**Qualification Effective**
Plumbing	**04/27/2018**

Alternate Names

View Related License Information

View License Complaint

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

REFERENCE CHECK FORM

Bid No: 2019-012 **Title: Annual Contract for Plan Review Services**
Bidder/Respondent Name: C.A.P. Government, Inc. / Carlos A. Penin, PE
Reference Company Name: City of Aventura
Telephone Number: 305.466.8940 Fax Number: 305.466.3277
Contact Name: Ms. Joanne Carr Email: jcarr@cityofaventura.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to inspection and review services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? **From:**_____ **To:**_____
- How would you describe the Contractor:

Description of work provided on this contract:

_____
_____
_____

Length of contract or business relationship: Start date: _____ End date: _____

Contract Value: $_____

Quality of work, dependability and integrity of owner & employees:

_____
_____
_____
_____
_____
_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

REFERENCE CHECK FORM

Bid No: 2019-012 **Title: Annual Contract for Plan Review Services**
Bidder/Respondent Name: C.A.P Government, Inc. / Carlos A. Penin, PE
Reference Company Name: Town of Cutler Bay
Telephone Number: 305.234.4262 Fax Number: 305.234.4251
Contact Name: Mr. Rafael G. Casals Email: rcasals@cutlerbay-fl.gov

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to inspection and review services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? **From:**_____ **To:**_____
- How would you describe the Contractor:

Description of work provided on this contract:

_____
_____
_____

Length of contract or business relationship: Start date: _____ End date: _____

Contract Value: $_____

Quality of work, dependability and integrity of owner & employees:

_____
_____
_____
_____
_____
_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

REFERENCE CHECK FORM

Bid No: 2019-012 **Title: Annual Contract for Plan Review Services**
Bidder/Respondent Name: C.A.P Government, Inc. / Carlos A. Penin, PE
Reference Company Name: City of Weston
Telephone Number: 954.385.2000 Fax Number: 954.385.2010
Contact Name: Mr. John R. Flint Email: jflint@westonfl.org

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to inspection and review services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? **From:**_____ **To:**_____
- How would you describe the Contractor:

Description of work provided on this contract:

_____
_____
_____

Length of contract or business relationship: Start date: _____ End date: _____

Contract Value: $_____

Quality of work, dependability and integrity of owner & employees:

_____
_____
_____
_____
_____
_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

Add any information/comments that might help us evaluate their ability to perform for us?

_____
_____
_____
_____
_____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REVISED

PROPOSAL PRICING FORM
RFP NO. 2019-012 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: C.A.P. Government, Inc. for the requested services, in accordance with the agreements and specifications contained in RFP No. 2019-011.

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

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

ITEM	DESCRIPTION	HOURLY RATE		
1	• Perform plan review services. • Per Inspector : Approximately 8 hours per day, 37.5- 40 hours per week. • FULL-TIME PLAN REVIEWER	**BLDG, M,E, or P**	**$ 80.00**	**per hour**
		1 + 2 Family	**$ 85.00**	**per hour**
		Multi	**$ 85.00**	**per hour**
?	• Perform plan review services • Per Plan Review Services: Per hour exceeding 40 hours per week. • OVERTIME PLAN REVIEWER	**BLDG, M,E, or P**	**$ 105.00**	**per hour**
		1 + 2 Family	**$ 110.00**	**per hour**
		Multi	**$ 110.00**	**per hour**
3	• Perform plan review services. • Per Plan Reviewer: Approximately 4 hours per day, 18 – 22 hours per week. • PART TIME PLAN REVIEWER	**BLDG, M,E, or P**	**$ 85.00**	**per hour**
		1 + 2 Family	**$ 90.00**	**per hour**
		Multi	**$ 90.00**	**per hour**
4	• Perform plan review services. • Pre Plan Reviewer: On an as needed basis. • AS NEEDED PLAN REVIEWER	**BLDG, M,E, or P**	**$ 90.00**	**per hour**
		1 + 2 Family	**$ 95.00**	**per hour**
		Multi	**$ 95.00**	**per hour**

C.A.P. Government, Inc.
Company

305.448.1711
Telephone Number

Authorized Signature

343 Almeria Avenue
Address

Carlos A. Penin, PE, President
Printed Name & Title

Coral Gables, FL 33134
City, State, Zip Code

04/08/2019
Date

cap government

Section: 6

Cost Proposal



THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

C.A.P. Government, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

04/11/2019

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH PROPOSAL _____

City of Fort Pierce
Request for Proposals
For Annual Contract for Plan Review Services
No: 2019-012

Certification in Accordance with Provision A. Rules for Proposals, Page 21

The undersigned as Sole Shareholder, Director and Officer of C.A.P. Government, Inc. affirms that the only principal interested in the proposal is Mr. Carlos A. Penin, PE and the only entity interested is C.A.P. Government, Inc.; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the undersigned as President and signer of the Cover Letter has full authority to bind the firm and parties identified in the Response.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President, Sole Shareholder, Director and Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2019

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

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

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 305-591-0090 **FAX (A/C, No):** 212-948-5665 **E-MAIL ADDRESS:** certsmiami@mma-fl.com
INSURED C.A.P. Government Inc. 343 Almeria Avenue Coral Gables FL 33134	CAPGOVER

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Endurance American Specialty Ins Co	41718
INSURER D : Travelers Cas & Surety Co of America	31194
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1685841575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6602G356503	9/5/2018	9/5/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			8102G356503	9/5/2018	9/5/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB5J119021	9/5/2018	9/5/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors and Omissions Claims-Made Retro Date: 9/6/1996			DPL10005502004	9/5/2018	9/5/2019	Design Prof Liability Network Sec & Privacy Retention	2,000,000 1,000,000 75,000

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

City of Fort Pierce and its officials, officers and employee, as Owner/Lessee/Contractor, is an Additional Insured are respects General Liability. Waiver of Subrogation as respects General Liability in favor of Additional Insured. 30 Day notice of Cancellation in favor of Additional Insured as respects General Liability. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

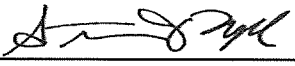
CERTIFICATE HOLDER

City of Fort Pierce
Attn: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

Meeting Date: 07/01/2019

Re: Case #14-1539 - 1312 Edgewood Terr - Mitchell

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

SUBJECT:

Request to reduce code enforcement lien in the amount of $419,040.00 (includes $40.00 recording fees) against 1312 Edgewood Terrace, Ft. Pierce, FL 34950 - Parcel ID Number 2404-807-0013-000-7 previously owned by Justin Mitchell, 3968 Alla Road, Los Angeles, CA 90066 and currently owned by Claude Facey, Team Facey Real Estate LLC, 2833 SW Brighton Street, Port St. Lucie, FL 34953 to $2,500.00 payable in 30 days.

SUMMARY:

Mr. Facey and Team Facey Real Estate acquired the property via foreclosure sale. They brought the property into compliance and it will cost an additional $40,000 plus to make additional repairs and bring the property to code. They have a lender providing the fines and liens are satisfied with the city.

Team Facey Real Estate's current request is to reduce the lien to $549.75.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner and testimony from staff, recommends reducing the lien to $2,500.00 payable in 30 days. The recommended reduction represents the administration costs as follows:

Hard Costs (postage, filing fees, photos)	$49.74
Case Processing (months open/inspections)	$1,900.26
Hearing Costs	$300.00
City Commission Hearing	$250.00

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.

Fiscal Impact

Budgeted Y/N: 2018
Amount: 2500.00
OTHER INFORMATION:
$2,500.00 to the general fund.

Attachments

Request
Breakdown
7 Criteria
Admin Fees
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2019 02:19 PM

Form Started By: Colleen Greer
Started On: 06/07/2019 02:19 PM
Final Approval Date: 06/26/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

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

Date:	05/21/2019				
Property address:	1312 Edgewood Terr, Fort Pierce, FL 34950				
Owner(s) of record:	Team Facey Real Estate, LLC				
Mailing address:	2833 SW Brighton St, Port St Lucie, FL 34953				
Property tax ID #:	2404-807-0013-000-7				
Original purchase date:	4/29/2019	Original purchase price:	$36,100		
Property is used for:	☐ Single Family	☒ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Claude Facey	Relationship to owner(s)	Self		
Telephone #:	772.408.7787	Mobile phone #:	772.408.7787		
E-mail:	claudefacey@gmail.com	Preferred contact method:	phone/email		
What are owner(s) intentions for property:	Rehab to make rental property.				
Are there current code violations?	☐ No	☒ Yes	Explain: (please attached notice) Windows on board not painted after being secured.		
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 $ 419,040.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 418,490.25 CF

DOLLAR AMOUNT I AGREE TO PAY $ 549.75

Signature of Owner or Representative — Date: 05/21/2019

Printed Name: Claude Facey

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 1312 Edgewood Terr, Fort Pierce, FL 34950

Property Owner: Team Facey Real Estate, LLC

Mailing Address: 2833 SW Brighton St, Port St Lucie, FL 34953

Telephone #: 772.408.7787 Cell Phone #: 772.408.7787

E-Mail Address: claudefacey@gmail.com

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

I, Claude Facey, 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:

Team Facey acquire property at 1312 Edgewood Terr, Fort Pierce, FL 34950 via foreclosure sale on 4/16/2019. Inquiry was made with code compliance department reason for code violation. The property a few years back was vandalized and left unsecured. Based on bank maintenance recorded left within property windows and doors were secured on 7/1/15. Compliance manager advise that since plywood were not painted the violation continue to accumulate daily fines. On May 11, 2019 my company painted plywood to make property compliance. The good neighbors on the street were not able to deter property from vandals. They removed exterior window frames and doors. Since these violations occurred before foreclosure and lien should have been possible bar from foreclosure, I am requesting reduction in fines. Based on my estimated repairs to bring property up to current code I have gotten estimate in excess of $40,000. We are in the negotiating process with hard money lender for finance to complete repairs. The bank has left property with violations and did not bring into compliance. I am requesting to settle fine with city for $549.75. This is the amount our company can afford at the time. In addition, fines have to be settled with city for lender to approved hard money fine on property. Your cooperation on this matter will be greatly appreciated.

Date: 5/21/2019

Signed: [signature]

Print Name: Claude Facey

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Claude Facey 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 FL Drivers License as identification.

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

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1312 Edgewood Terr, Fort Pierce, FL 34950

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

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

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

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

Signature of Owner or Representative Date

Claude Facey
Printed Name

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. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

City Representative Date

Printed Name

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **CODE ENFORCEMENT LIEN REDUCTION**
1312 Edgewood Terrace

DATE: July 1, 2019

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 14-1539	$419,000.00	$.00	$40.00
TOTAL	$419,000.00	$.00	$.00

CAN BE WAIVED (ALL COSTS) $419,040.00

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
SM JUNE 5, 2019

Case No: 14-1539 Owner: TEAM FACEY REAL ESTATE LLC
Address: 1312 EDGEWOOD TERRACE

1.) The gravity or seriousness of the violation:	**MINOR**
2a.) Any and all actions taken by the violator to correct the violations; OR	
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:	**BOARDED UP AND YARD TRIMMED**
3.) The length of time necessary to bring the property into compliance:	**ALMOST 5 YEARS**
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:	**0**
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	**9 TOTAL: 5 COMPLIED / 3 INVOLUNTARY: 1 FINE & LIEN**
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:	**1**

Administrative Cost Estimator

5/17/2019

Property Address: 1312 Edgewood Terr (14-1539)

Date case originated: 7/21/2014

Date case complied: 6/1/2019

Total time: 58 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	0
Lien Reduction Hearings:	1

Mailing Expense				
Regular 1st Class:		$0.44	6	$2.64
Certified Mail:		$5.10	1	$5.10
Photographs (per page)		$0.50	4	$2.00
Filing Fees	1 for Release	$10.00	4	$40.00
Months Open		$50.00	58	$2,900.00

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	$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	2	$300.00

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: $3,849.74

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

Property Identification

Site Address: 1312 EDGEWOOD TER	Parcel ID: 2404-807-0013-000-7	Account #: 17764	Sec/Town/Range: 04/35S/40E
Map ID: 24/04G	Zoning: R4	Use Type: 0800	Jurisdiction: Fort Pierce

Ownership

TEAM FACEY REAL ESTATE LLC

2833 SW Brighton ST
Port St Lucie, FL 34953

Legal Description

MUSTAINE`S S/D BLK A LOT 13

Current Values

Just/Market:	$23,200	Assessed:	$23,200
Exemptions:	$0	Taxable:	$23,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$23,200	$23,200	$0	$23,200
2017	$25,900	$25,900	$0	$25,900
2016	$20,700	$16,500	$0	$16,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
04-29-2019	4262 / 1992	0118	CT	Universal Property Advisors LLC	$36,100
12-23-2016	3967 / 2935	0111	QC	Mitchell Justin	$100
04-04-2005	2212 / 2353	XX00	WD	L and Y Property Management In	$95,000

Primary Building Information

Finished Area of this building: 1,248 SF
Gross Sketched Area: 1,371 SF

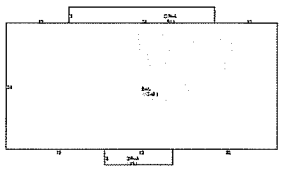
Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: MFH
Year Built: 1964	Frame:	Grade: MFFQ	Effective Year: 1964
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 2	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 2	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: A TL/CON





Total Areas

Finished/Under Air (SF):	1,248
Gross Sketched Area (SF):	1,371
Land Size (acres):	0.12
Land Size (SF):	5,265
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

Meeting Date: 07/01/2019

Re: Request Approval of Change Order No. 8 with CWR Contracting Inc

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval of Change Order No. 8 with CWR Contracting, Inc., for the reconstruction of Avenue A and Avenue B from 7th Street to 8th Street in the total amount of $351,634.96.

SUMMARY:

This request is to utilize a continuing services agreement that the city has entered into with CWR Contracting, Inc. of Okeechobee, Florida. The work will entail the reconstruction of the roadway subgrade, base and surface, including the replacement of the curb and gutter. The sidewalk (one side only) and the driveway aprons will also be replaced. This work will follow the completion of the water main replacement project the Fort Pierce Utilities Authority has currently under construction. The joint project will share the cost of construction three ways between the City, Stormwater Management Utility and the Fort Pierce Utilities Authority. The total cost of the roadway reconstruction will be $351,634.96.

RECOMMENDATION:

Engineering recommends approval of this change order.

ALTERNATIVES:

Require FPUA to patch existing pavement upon completion of the water main replacement project.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

James Carnes, Fort Pierce Utilities Authority

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2019

Account: See Below

Amount: $351,634.96

FISCAL IMPACT:

This work will be funded from the following three sources:

* City of Fort Pierce - Half-cent Surtax Account - $125,254.32
* Stormwater Management Utility - Account # 403-4300-538-34.90 - $128,337.32
* Fort Pierce Utilities Authority - $98,043.32

Attachments

Change Order No. 8
Avenue A Plan
Avenue B Plan

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/24/2019 11:42 AM
City Manager	Nick Mimms	06/24/2019 05:07 PM
Form Started By: John Andrews		Started On: 06/17/2019 02:07 PM
Final Approval Date: 06/24/2019		

CHANGE ORDER NO. 8

Furnish and Install Asphaltic Concrete 2018 Street Resurfacing

Bid No. 2016-016

DATE: June 12, 2019

CONTRACTOR: C.W. Roberts Contracting, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 250,000.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 2,199,886.81
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 351,634.96**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 2,551,521.77**
CURRENT CONTRACT EXPIRATION DATE	:	July 28, 2019
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	July 28, 2019

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for completion of the reconstruction of Avenue A and Avenue B between 7th and 8th Streets. This project includes the replacement of curb and gutter, roadway replacement and sidewalk construction following the utility work performed by Fort Pierce Utilities Authority. This work will utilize the referenced unit price contract.

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

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Avenue A

Pay Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Total*
10	Mobilization/General Cond.	1	LS	28,300	$28,300.00
20	MOT	1	LS	11,495	$11,495.00
30	Erosion and Sediment Control	1	LS	2,200	$2,200.00
40	Survey and Material Testing	1	LS	5,500	$5,500.00
50	Clearing / Grubbing	1	LS	12,045	$12,045.00
60	Asphalt Pavement Removal	1,606	SY	4.70	$7,548.20
110	Type SP12.5 – 1.5" Depth	98.40	Ton	165	$16,236.00
120	Type SP 9.5 – 1" Depth	72.16	Ton	130.50	$9,416.88
130	Cemented Coquina Base (8")	1,312	SY	14.20	$18,630.40
140	Stabilized Subgrade (12")	1,585	SY	13.10	$20,763.50
150	Signing and Striping	1	LS	2,500	$2,500.00
160	Type F Curb & Gutter	1,010	LF	18.70	$18,887.00
170	4" Concrete Sidewalk	250	SY	40.50	$10,125.00
180	6" Concrete Driveway	111	SY	45.50	$5,050.50
190	ADA Sidewalk Ramps	1	EA	300	$300.00
200	R/W Final Grading / Bahia Sod	1	LS	6,820	$6,820.00
				AVENUE A TOTAL COST	**$175,817.48**

Avenue B

Pay Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Total*
10	Mobilization/General Cond.	1	LS	28,300	$28,300.00
20	MOT	1	LS	11,495	$11,495.00
30	Erosion and Sediment Control	1	LS	2,200	$2,200.00

40	Survey and Material Testing	1	LS	5,500	$5,500.00
50	Clearing / Grubbing	1	LS	12,045	$12,045.00
60	Asphalt Pavement Removal	1,606	SY	4.70	$7,548.20
110	Type SP12.5 – 1.5" Depth	98.40	Ton	165	$16,236.00
120	Type SP 9.5 – 1" Depth	72.16	Ton	130.50	$9,416.88
130	Cemented Coquina Base (8")	1,312	SY	14.20	$18,630.40
140	Stabilized Subgrade (12")	1,585	SY	13.10	$20,763.50
150	Signing and Striping	1	LS	2,500	$2,500.00
160	Type F Curb & Gutter	1,010	LF	18.70	$18,887.00
170	4" Concrete Sidewalk	250	SY	40.50	$10,125.00
180	6" Concrete Driveway	111	SY	45.50	$5,050.50
190	ADA Sidewalk Ramps	1	EA	300	$300.00
200	R/W Final Grading / Bahia Sod	1	LS	6,820	$6,820.00
				AVENUE B TOTAL COST	**$175,817.48**

GRAND TOTAL AVENUES A & B $351,634.96

III. JUSTIFICATION:

This project will reconstruct the roadway and drainage system of the two streets following utility improvements by the Fort Pierce Utility Authority.

IV. PAYMENT:

This change order work will increase the existing contract price by $351,634.96 which will be funded by the following breakdown:

City of Fort Pierce	Half-cent Surtax Account	$125,254.32
Stormwater Management Utility	Acct. # 403-4300-538-3490	$128,337.32
Fort Pierce Utilities Authority		$98,043.32

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 6/13/19

APPROVED AS TO FORM AND CORRECTNESS:

Peter J. Sweeney
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

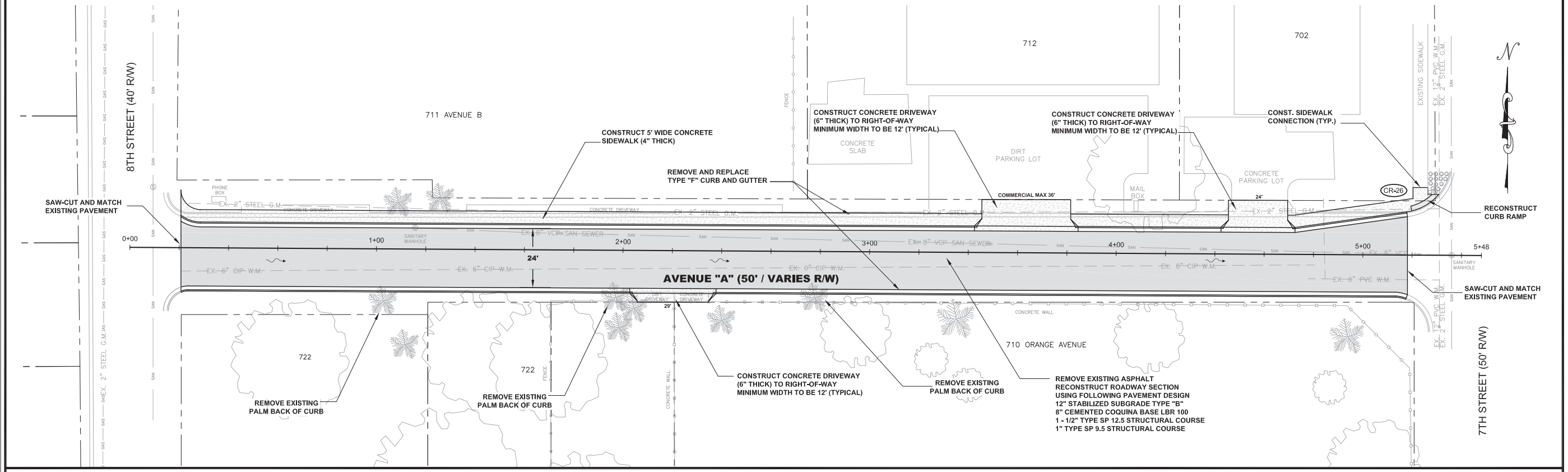
Date: _____

ACCEPTED BY:

Todd Castleberry, Area Manager
C.W. Roberts Contracting, Inc.

By: _____
Signature

Date: 6/17/19

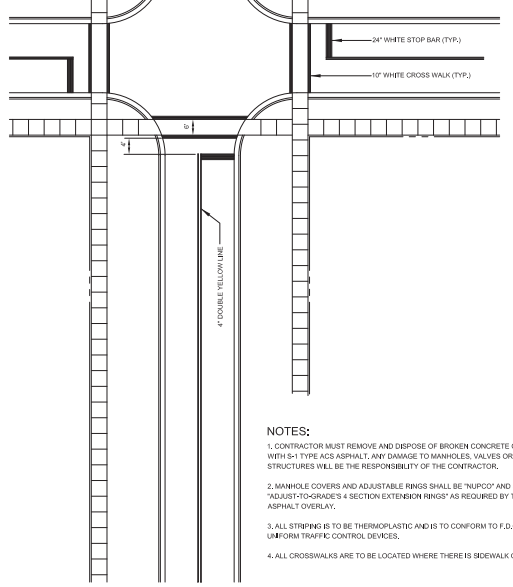


CITY OF FORT PIERCE ENGINEERING DEPARTMENT

PRELIMINARY COST ESTIMATE

Project: Avenue A (7th Street to 8th Street)

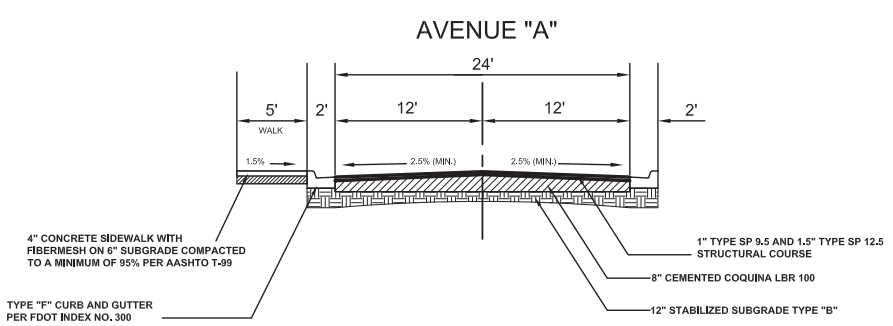
A	B	C	D
ITEM NO.	DESCRIPTION OF WORK	UNIT	QTY.
	Demolition/Mobilization/MOT		
1	Mobilization/General Conditions	LS	1
2	MOT	LS	1
3	Erosion and Sediment Control	LS	1
4	Surveying/Materials Testing	LS	1
5	Clearing/Grubbing	LS	1
6	Asphalt Pavement Removal	SY	1606
7	Curb and Gutter Removal	LF	973
8	Sidewalk Removal	SY	0
9	Driveway Removal	SY	37
	Sub-Total		
	Roadway Construction		
10	Mill 1.5" Depth	SY	0
11	Type SP 12.5 Structural Course (1-1/2")	TN	98.4
12	Type SP 9.5 Structural Course (1")	TN	72.16
13	Cemented Coquina Base LBR 100 (8")	SY	1,312
14	Stabilized Subgrade Type "B" (12") Repair	SY	1585
15	Signing & Striping	LS	1
	Sub-Total		
	Sidewalk / Driveway		
16	Type F Curb & Gutter	LF	1010
17	4" Concrete Sidewalk	SY	250
18	6" Concrete Driveway	SY	111
19	ADA Sidewalk Ramps, complete	EA	1
	Sub-Total		
	Final Restoration		
20	R/W Final Grading and Bahia Sod	LS	1
21	Mailbox Replacement	EA	0
	Sub-Total		



NOTES:

1. CONTRACTOR MUST REMOVE AND DISPOSE OF BROKEN CONCRETE COLLARS AND REPLACE WITH S-1 TYPE ACS ASPHALT, ANY DAMAGE TO MANHOLES, VALVES OR OTHER EXISTING STRUCTURES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. MANHOLE COVERS AND ADJUSTABLE RINGS SHALL BE "NUPCO" AND SHALL BE "ADJUST-TO-GRADE'S 4 SECTION EXTENSION RINGS" AS REQUIRED BY THE THICKNESS OF ASPHALT OVERLAY.
3. ALL STRIPING IS TO BE THERMOPLASTIC AND IS TO CONFORM TO F.D.O.T. STANDARDS AND UNIFORM TRAFFIC CONTROL DEVICES.
4. ALL CROSSWALKS ARE TO BE LOCATED WHERE THERE IS SIDEWALK ONLY.

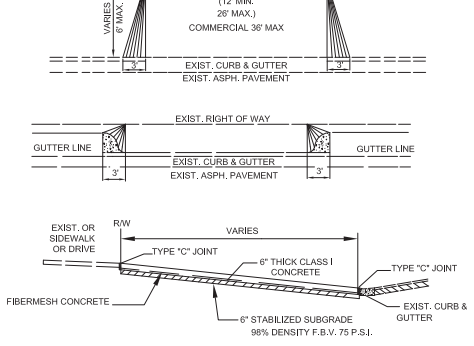
TYPICAL STREET STRIPING DETAIL



TYPICAL ROADWAY SECTION

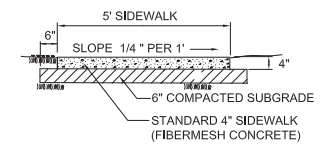
10' center to center on new curb and gutter

TYPE "F" CURB AND GUTTER WITH JOINT DETAILS

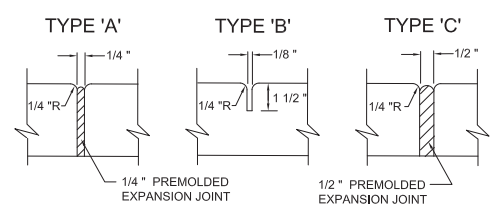


GENERAL CONSTRUCTION NOTES:
1. CONCRETE STRENGTH TO BE 2500 P.S.I. AT 28 DAYS.
2. SUBBASE TO BE 98% DENSITY - F.B.V. 75 P.S.I.
3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGES OF THE SIDEWALK SHALL BE FINISHED WITH A EDGING TOOL HAVING AN RADIUS OF 1/2 INCH.

DRIVEWAY DETAIL



General Construction Notes:
1. Concrete strength to be 2500 P.S.I. at 28 days.
2. Tooled dummy contraction joints every 5' (Type 'B' Joints)
3. Expansion joints w/premolded filler at 100' o/c (Type 'C' Joints)
4. Subbase to be 98% Density F.B.V. 75 P.S.I.
5. The concrete shall be given a broom finish and the edges of the sidewalk shall be finished with an edging tool having a radius of 1/2 Inch



'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.
'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter
'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

TYPICAL 4" SIDEWALK DETAIL

AVENUE A (N. 7TH STREET TO N. 8TH STREET) ROADWAY RESTORATION

No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE: MAY 09, 2019

SURVEY BY:

DESIGNED BY: J. ANDREWS

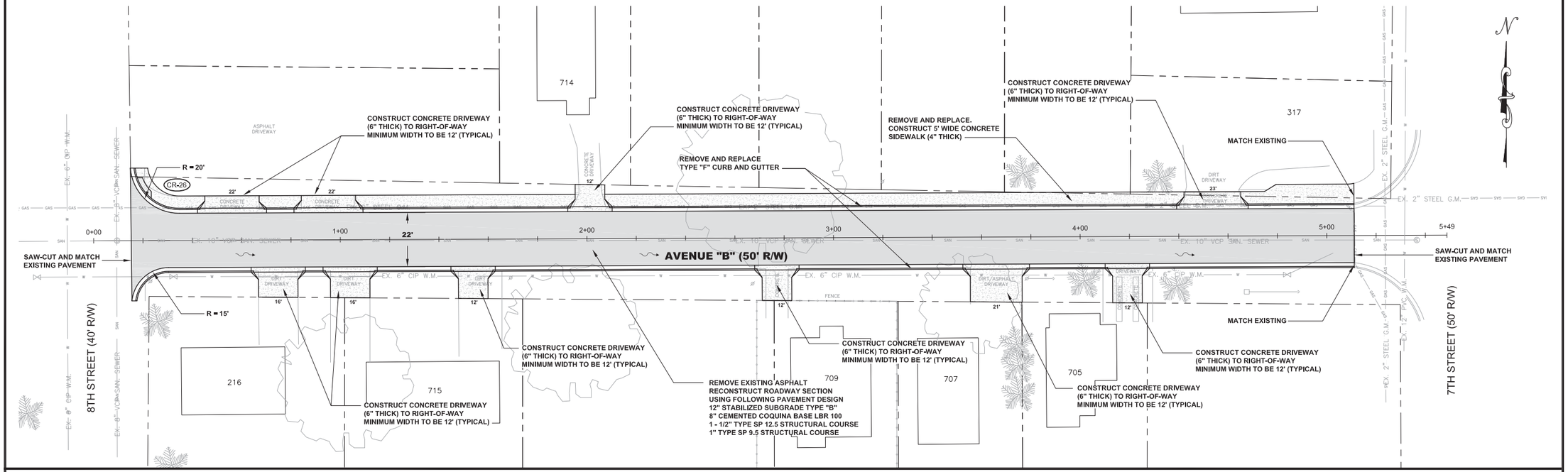
SCALE: 1" = 20'

DRAWN BY: D. SUMNER

APPROVED BY:

SHEET No. **1** OF **1**

Q:\Engineering CADD Files\Drawings\Projects\Avenues\Avenue A\Avenue A (7th Street to 8th Street) Roadway Restoration.dwg

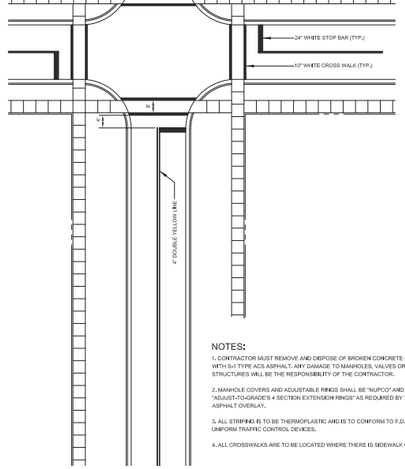


CITY OF FORT PIERCE ENGINEERING DEPARTMENT

PRELIMINARY COST ESTIMATE

Project: Avenue A (7th Street to 8th Street)

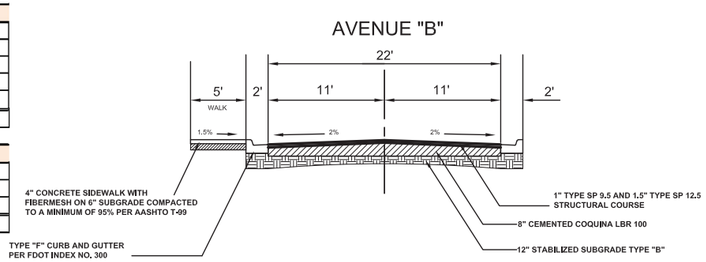
A	B	C	D
ITEM NO.	DESCRIPTION OF WORK	UNIT	QTY.
	Demolition/Mobilization/MOT		
1	Mobilization/General Conditions	LS	1
2	MOT	LS	1
3	Erosion and Sediment Control	LS	1
4	Surveying/Materials Testing	LS	1
5	Clearing/Grubbing	LS	1
6	Asphalt Pavement Removal	SY	1606
7	Curb and Gutter Removal	LF	973
8	Sidewalk Removal	SY	0
9	Driveway Removal	SY	37
	Sub-Total		
	Roadway Construction		
10	Mill 1.5" Depth	SY	0
11	Type SP 12.5 Structural Course (1-1/2")	TN	98.4
12	Type SP 9.5 Structural Course (1")	TN	72.16
13	Cemented Coquina Base LBR 100 (8")	SY	1,312
14	Stabilized Subgrade Type "B" (12") Repair	SY	1585
15	Signing & Striping	LS	1
	Sub-Total		
	Sidewalk / Driveway		
16	Type F Curb & Gutter	LF	1010
17	4" Concrete Sidewalk	SY	250
18	6" Concrete Driveway	SY	111
19	ADA Sidewalk Ramps, complete	EA	1
	Sub-Total		
	Final Restoration		
20	R/W Final Grading and Bahia Sod	LS	1
21	Mailbox Replacement	EA	0
	Sub-Total		



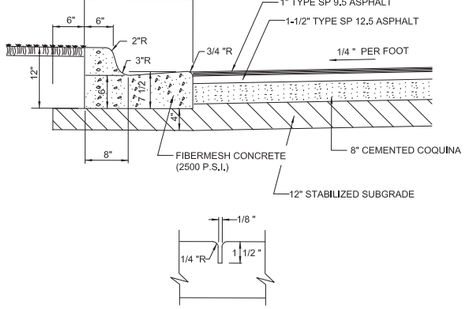
NOTES:

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TYPICAL STREET STRIPING DETAIL

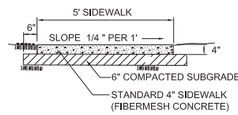


TYPICAL ROADWAY SECTION



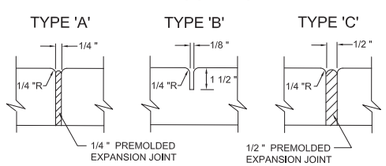
10' center to center on new curb and gutter

TYPE "F" CURB AND GUTTER WITH JOINT DETAILS



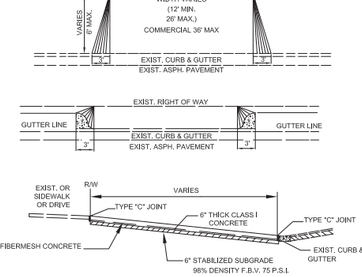
General Construction Notes:

1. Concrete strength to be 2500 P.S.I. at 28 days.
2. Tooled dummy contraction joints every 5' (Type 'B' Joints)
3. Expansion joints w/premolded filler at 100' o/c (Type 'C' Joints)
4. Subbase to be 98% Density F.B.V. 75 P.S.I.
5. The concrete shall be given a broom finish and the edges of the sidewalk shall be finished with an edging tool having a radius of 1/2 inch



'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.
'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter
'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

TYPICAL 4" SIDEWALK DETAIL



GENERAL CONSTRUCTION NOTES:

1. CONCRETE STRENGTH TO BE 2500 P.S.I. AT 28 DAYS.
2. SUBBASE TO BE 98% DENSITY - F.B.V. 75 P.S.I.
3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGES OF THE SIDEWALK SHALL BE FINISHED WITH A EDGING TOOL HAVING AN RADIUS OF 1/2 INCH.

DRIVEWAY DETAIL

AVENUE B (N. 7TH STREET TO N. 8TH STREET) ROADWAY RESTORATION

No.	DATE	BY	REVISIONS

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE: MAY 09, 2019

SURVEY BY:

DESIGNED BY: J. ANDREWS

SCALE: 1" = 20'

DRAWN BY: D. SUMNER

APPROVED BY:

SHEET No. **1** OF **1**

Q:\Engineering CADD Files\Drawings\Projects\Avenues\Avenue B\Avenue B (7th Street to 8th Street) Roadway Restoration.dwg

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

Meeting Date: 07/01/2019

Re: Amendment to Floodplain Management Ordinance 19-005

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 19-028 amending Floodplain Management Ordinance. FIRST READING

SUMMARY:

This amendment is to delete references to the Construction Board of Adjustments and Appeals, amend section 5-316.102 to correct the effective date of the initial flood rate insurance maps and to clarify market value determination criteria.

RECOMMENDATION:

Staff recommends approval to the amendment to Floodplain Management Ordinance 19-005.

ALTERNATIVES:

Do not approve the amendment at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official

COORDINATED WITH:

Kristie Kirstein, CFM, CRS Coordinator

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

19-028
Amendment to 19-005
Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/25/2019 09:44 AM
City Manager	Nick Mimms	06/26/2019 03:22 PM

Form Started By: Karen Murphy Started On: 06/25/2019 08:34 AM

Final Approval Date: 06/26/2019

ORDINANCE NO. 19- 028

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING **CHAPTER 5, ARTICLE X (A)** OF THE CODE OF ORDINANCES ENTITLED **"FLOODPLAIN MANAGEMENT"**, SECTION 5-315.107 BY DELETING REFERENCES TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS; AMENDING SECTION 5-316.102 CORRECTING THE EFFECTIVE DATE OF THE INITIAL FLOOD INSURANCE RATE MAP AND TO CLARIFY MARKET VALUE DETERMINATION CRITERIA; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce was accepted for participation in the National Flood Insurance Program on December 1, 1977 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, on March 18, 2019, there was adopted Ordinance 19-05 which ordinance established Chapter 5, Article X(A) entitled "Floodplain Management" therein providing definitions that shall be amended for compliance with the Florida Division of Emergency Management; and

WHEREAS, on March 18, 2019, there was adopted Ordinance 19-10 which ordinance repealed former § 5-1.140 pertaining to the Construction Board of Adjustment and Appeals therein abolishing the Fort Pierce Construction Board of Adjustment and Appeals.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of Fort Pierce, Florida:

SECTION 1. Chapter 5 Article X (A) Division I, Sec. 5-315.107 "Variances and Appeals", of the Code of Ordinances, is here by amended to read as follows:

Sec. 5-315.107.1 General. The ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to Florida Statutes section 553.73(5), ~~F.S.~~, the ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

Sec. 5-315.107.2 Appeals. The ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

Sec. 5-315.107.3 Limitations on authority to grant variances. The ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 5-315.107.7 of this ordinance, the conditions of issuance set forth in Section 5-315.107.8 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

Sec. 5-315.107.7 Considerations for issuance of variances. In reviewing request for variances, the ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ordinance, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
(2) The danger to life and property due to flooding or erosion damage;
(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
(4) The importance of the services provided by the proposed development to the community;
(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
(6) The compatibility of the proposed development with existing and anticipated development;
(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
(9) The expected heights, velocity duration, rate of rise and debris and sediment transport of the

floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 5-315.107.8 Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;

(2) Determination by the ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate that:

  (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

  (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

  (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 2. Chapter 5 Article X (A) Division II, Sec. 5-316.102 "Definitions", of the Code of Ordinances, is here by amended to read as follows:

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before ~~June 15, 1981~~ December 1, 1977. [Also defined in FBC.B.Section 202]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before ~~June 15, 1981~~ December 1, 1977.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser (specifying it is based on pre-damage condition and all valuation data and/or appraisals shall be dated within six months of the permit application date), ~~Actual Cash Value~~ actual cash value estimate (replacement cost depreciated for age and quality of construction) prepared by a qualified independent appraiser, or current tax assessment building valuation data (as maintained in the records of the Office of the Property Appraiser of St. Lucie County) plus 20 percent. When a state of emergency has been declared, the Building Official may allow the valuation data and/or appraisal to be dated up to a maximum of one year prior of the date the emergency is declared.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction: commenced on or after ~~June 15, 1981~~ December 1, 1977 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after ~~June 15, 1981~~ December 1, 1977.

Qualified independent appraiser. An *appraiser* performing an *appraisal assignment* as defined in Florida State Statute 475, Part II entitled "Appraisers".

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed

and shall be of no further course or effect whatsoever.

SECTION 5. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM AND CORRECTNESS:

_____
Peter Sweeney
City Attorney

STATE OF FLORIDA
ST. LUCIE COUNTY

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. _____ was duly advertised by title only in the Fort Pierce Tribune on _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, 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 the _____ day of _____ 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KRISTE KIRSTEIN, CRS COORDINATOR

FROM: Peter Sweeney, City Attorney

RE: Floodplan Management Ordinance Amendment

CAO RLS File: No. 19-138

DATE: June 7, 2019

I have reviewed the Request for Legal Services related to the proposed Floodplain Management Ordinance Amendment. It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

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

Thank you.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
Paul Thomas, Building Offical
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

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Paul Thomas, Building Offical
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	19-138
Due Date:	
Hours:	

RECEIVED
MAY 21 2019
City Attorney

Received
MAY 21 2019
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: PETER SWEENEY, CITY ATTORNEY

SUBMITTED BY: KRISTIE KIRSTEIN, CRS COORDINATOR

THROUGH: PAUL THOMAS, BUILDING OFFICIAL

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

RE: FLOODPLAIN MANAGEMENT ORDINANCE AMENDMENT

DATE: MAY 16, 2019

Service Required: (please circle or underline)

Review Documents	**Draft Document**	**Written Opinion Requested**
Attend Meetings	**Advise**	**Other:** _____

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

1. **Brief statement of the nature of the request or problem:** This amendment is to delete references to the Construction Board of Adjustment and Appeals, amend section 5-316.102 to correct the effective date of the initial flood insurance rate maps and to clarify market value determination criteria.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** N/A

3. **Time considerations and their significance:** At your earliest convenience

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** No

5. **Factual background:** N/A

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** N/A

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

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

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City: N/A**

    b. **Insurance requirements that differ from the City's template insurance terms:** N/A

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

ORDINANCE NO. 19-_____

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING **CHAPTER 5, ARTICLE X (A)** OF THE CODE OF ORDINANCES ENTITLED **"FLOODPLAIN MANAGEMENT"**, SECTION 5-315.107 BY DELETING REFERENCES TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS; AMENDING SECTION 5-316.102 CORRECTING THE EFFECTIVE DATE OF THE INITIAL FLOOD INSURANCE RATE MAP AND TO CLARIFY MARKET VALUE DETERMINATION CRITERIA; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce was accepted for participation in the National Flood Insurance Program on December 1, 1977 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, on March 18, 2019, there was adopted Ordinance 19-05 which ordinance established Chapter 5, Article X(A) entitled "Floodplain Management" therein providing definitions that shall be amended for compliance with the Florida Division of Emergency Management; and

WHEREAS, on March 18, 2019, there was adopted Ordinance 19-10 which ordinance repealed former § 5-1.140 pertaining to the Construction Board of Adjustment and Appeals therein abolishing the Fort Pierce Construction Board of Adjustment and Appeals.

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(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

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(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice ~~form~~ from the Floodplain Administrator to the applicant for the variance specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 2. Chapter 5 Article X (A) Division II, Sec. 5-316.102 "Definitions", of the Code of Ordinances, is here by amended to read as follows:

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Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before ~~June 15, 1981~~ December 1, 1977.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser (specifying it is based on pre-damage condition and all valuation data and/or appraisals shall be dated within six months of the permit application date), ~~Actual Cash Value~~ actual cash value estimate (replacement cost depreciated for age and quality of construction) prepared by a qualified independent appraiser, or current tax assessment building valuation data (as maintained in the records of the Office of the Property Appraiser of St. Lucie County) plus 20 percent. When a state of emergency has been declared, the Building Official may allow the valuation data and/or appraisal to be dated up to a maximum of one year prior of the date the emergency is declared.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction: commenced on or after ~~June 15, 1981~~ December 1, 1977 and includes any subsequent improvements to such structures.

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SECTION 3. 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.

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and shall be of no further course or effect whatsoever.

SECTION 5. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM AND CORRECTNESS:

Peter Sweeny
City Attorney

STATE OF FLORIDA
ST. LUCIE COUNTY

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. _____ was duly advertised by title only in the Fort Pierce Tribune on _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, 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 the _____ day of _____ 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

ORDINANCE NO. 19-_____

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(6) The compatibility of the proposed development with existing and anticipated development;
(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
(9) The expected heights, velocity duration, rate of rise and debris and sediment transport of the

floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 5-315.107.8 Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;

(2) Determination by the ~~Construction Board of Adjustment and Appeals or~~ Special Magistrate that:

  (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

  (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

  (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 2. Chapter 5 Article X (A) Division II, Sec. 5-316.102 "Definitions", of the Code of Ordinances, is here by amended to read as follows:

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before ~~June 15, 1981~~ December 1, 1977. [Also defined in FBC.B.Section 202]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before ~~June 15, 1981~~ December 1, 1977.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser (specifying it is based on pre-damage condition and all valuation data and/or appraisals shall be dated within six months of the permit application date), ~~Actual Cash Value~~ actual cash value estimate (replacement cost depreciated for age and quality of construction) prepared by a qualified independent appraiser, or current tax assessment building valuation data (as maintained in the records of the Office of the Property Appraiser of St. Lucie County) plus 20 percent. When a state of emergency has been declared, the Building Official may allow the valuation data and/or appraisal to be dated up to a maximum of one year prior of the date the emergency is declared.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction: commenced on or after ~~June 15, 1981~~ December 1, 1977 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after ~~June 15, 1981~~ December 1, 1977.

Qualified independent appraiser. An *appraiser* performing an *appraisal assignment* as defined in Florida State Statute 475, Part II entitled "Appraisers".

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed

and shall be of no further course or effect whatsoever.

SECTION 5. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM AND CORRECTNESS:

_____
Peter Sweeney
City Attorney

STATE OF FLORIDA
ST. LUCIE COUNTY

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. _____ was duly advertised by title only in the Fort Pierce Tribune on _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, 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 the _____ day of _____ 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

RECEIVED
JUN 28 2019
CITY CLERK'S OFFICE

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St, Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

June 21, 2019

Subscribed and sworn to before on June 21, 2019:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $124.80
Ad No: 0003635276
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, July 1, 2019 and Monday, July 15, 2019 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 19- 028 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING CHAPTER5, ARTICLE X (A) OF THE CODE OF ORDINANCES ENTITLEI "FLOODPLAIN MANAGEMENT", SECTION5-315.107 BY DELETING REFERENCESTO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AMENDING SECTION 5-316.102 CORRECTINGTHE EFFECTIVEDATE OF THE INITIAL FLOOD INSURANCERATE MAP AND TO CLARIFY MARKET VALUE DETERMINATION CRITERIA; REPEALING ALL ORDINANCES AND PARTSTHEREOI IN CONFLICT; PROVIDING FOF SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendments of the Code of Ordinances. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCI APPEALAND THAT SUCHPER SON MAY NEED TO INSURE THAT A VERBATIM RECORI OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCEUPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub: June 21, 2019 TCN 3635276

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

Meeting Date: 07/01/2019

Re: Conditional Use - Drulard Dune Crossover - 620 South Ocean Drive

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SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction submitted by the property owner Lawrence Drulard, for new construction located seaward of the Coastal Construction Control Line (CCCL) at 620 South Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R4-A). The Parcel ID: 2401-503-0002-400-9.

SUMMARY:

- In accordance with Sections 22-66 & 22-76 of the City Code, the applicant is requesting the review and approval of an elevated dune crossover that will supplement the existing residence. The structure is for one of five townhouses that are connected. There is a City right–of-way abutting the southern portion of this property that is being used as a beach access point and the Atlantic Ocean abuts the eastern boundary.
- This dune crossover is considered an after-the-fact request for approval as the applicant applied for and received building permits for the construction of this dune cross over and the structure has already been completed.
- Since the constuction is seaward of the Coastal Construction Control Line (CCCL) a Conditional Use approval is required.
- The applicant has also received all applicable approval from the Florida Department of Environmental Protection (FDEP) for construction of this structure. During the Building Permit process, the St. Lucie County Erosion District had the opportunity to regulate the development of this dune crossover as it fell within their Perpetual Construction Easement. After speaking with the applicant and his representative, the St. Lucie County Erosion District declined to take any action on the dune crossover and that the dune crossover could remain as is.
- The Planning Board at their meeting on June 11, 2019 voted 6-0 to recommend approval of the request as presented by staff.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approve with Conditions
Disapproval

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee
Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Staff Report
Application & Supporting Documents
Aerial Map
Zoning Map
Future Land Use Map
TRC Comments
Public Notification Certification
Notification of Mailing
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 05:09 PM

Form Started By: Brandon Creagan
Started On: 06/19/2019 12:54 PM
Final Approval Date: 06/24/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

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

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

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use With New Construction**
Drulard Dune Crossover - 620 South Ocean Drive

BOARD DATE: July 1, 2019

STAFF REPORT

Property Owner/Applicant: Lawrence Drulard
620 South Ocean Drive
Fort Pierce, Florida 34949

Requested Action: Approval for the after the fact construction of a dune crossover located seaward of the Coastal Construction Control Line (CCCL)

Site Location: 620 South Ocean Drive

Parcel ID: 2401-503-0002-400-9

Existing Use: Residential

Parcel Size: 0.22 Acres

Current Zoning: Hutchinson Island Medium Density Residential (R-4A)

Current Future Land Use Hutchinson Island Residential (HIR)

Surrounding Zoning

North	East	South	West
R-4A	Ocean	ROW	R-4A

Staff Analysis:

Request

In accordance with Sections 22-66 & 22-76 of the City Code, the applicant is requesting the review and approval of an elevated dune crossover that will supplement the existing residence. The structure is for one of five townhouses that are connected. There is a City right–of-way abutting the southern portion of this property that is being used as a beach access point and the Atlantic Ocean abuts the eastern boundary.

The townhomes constructed in 1988, and subsequent to this date, City Code requires that vertical construction seaward of the Coastal Construction Control Line (CCCL) go through additional review and approval as a Conditional Use. The CCCL is intended to help reduce beach erosion through protection of the dune. This dune crossover is considered an after-the-fact request for approval as the applicant applied for and received building permits for the construction of this dune cross over and the structure has already been completed. The applicant has also received all applicable approval from the Florida Department of Environmental Protection (FDEP) for construction of this structure. During the Building Permit process, the St. Lucie County Erosion District had the opportunity to regulate the development of this dune crossover as it fell within their Perpetual Construction Easement. After speaking with the applicant and his representative, the St. Lucie County Erosion District declined to take any action on the dune crossover and that the dune crossover could remain as is.

The proposed construction was reviewed in accordance to City Code 22-74 and it was determined that as the St. Lucie County Erosion District and the FDEP have no concerns with the construction of the dune crossover, the structure does not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee:

All affected Departments have reviewed the submittals and have recommended conditional approval and provided comments regarding the proposed private 6-12 school based on compliance with the requirements of the City Code.

Planning Board:

The Planning Board at their meeting on June 11, 2019 voted 6-0 to recommend approval of the request as presented by staff.

Public Notification:

154 letters were sent out to property owners within 500 feet of the subject property. As of June 19, 2019 no letters have been returned. An update will be given at the City Commission meeting.

Staff Recommendation:

The requested Application for Conditional Use with New Construction meets the criteria specified in City Code 22-66 & City Code 22-74, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, Staff recommends that the City Commission **APPROVE** the requested as presented.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
APR 15 2019
CITY OF FORT PIERCE
PLANNING & ZONING

DEVELOPMENT REVIEW

Property address or Location 620 South Ocean Drive, Fort Pierce, FL 34949

Parcel ID #(s) 2401-503-0002-4001/9

Project description Dune Walkover

Lawrence Drulard	N/A
Property Owner(s)	**Applicant/Representative, Title, Company**
620 South Ocean Drive	
Street Address	Street Address
Fort Pierce FL 34949	
City State Zip	City State Zip
305-970-8171	
Phone Number	Phone Number
larrydrulard@yahoo.com	
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Lawrence A Drulard
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 15th day of April, 2019, by Lawrence Allen Drulard who is personally known to me or has produced FL DL # D646-521-61-415-0 exp. 11/15/20 as identification.

Alfa M. Rodriguez
Signature of Notary

ALFA M RODRIGUEZ
MY COMMISSION # FF943205
EXPIRES January 17, 2020
(407) 398-0153 FloridaNotaryService.com
(Seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Intake Date Stamp

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
P.O. BOX 1480, FORT PIERCE, FLORIDA 34954
772-467-3725 FAX: 772-467-3849

Permit Conditions

DATE: 12/13/18
PERMIT #: 18-3907
OWNER: LAWRENCE DRULARD
CONTRACTOR: OWNER
PROJECT ADDRESS: 620 S OCEAN DR.

THE ABOVE REFERENCED PERMIT HAS BEEN ISSUED WITH THE FOLLOWING CONDITIONS: IF DUNE CROSSOVER DECK EXCEEDS 30" ABOVE GRADE, HANDRAILS MUST COMPLY WITH FBC 1015.

The above conditions must be addressed prior to requesting an inspection for the item included or prior to final approval of the project. Any items not properly addressed will hold up final approval and issuance of the required certificate of occupancy/completion. Some items listed above may require revised plans, as-built plans and/or certification by a licensed architect or engineer. When dealing with revised documents, please allow sufficient time for review and approval by appropriate departments or agencies. **Approval must be granted prior to requesting any inspection.**

I have read the above statement and will abide by same:

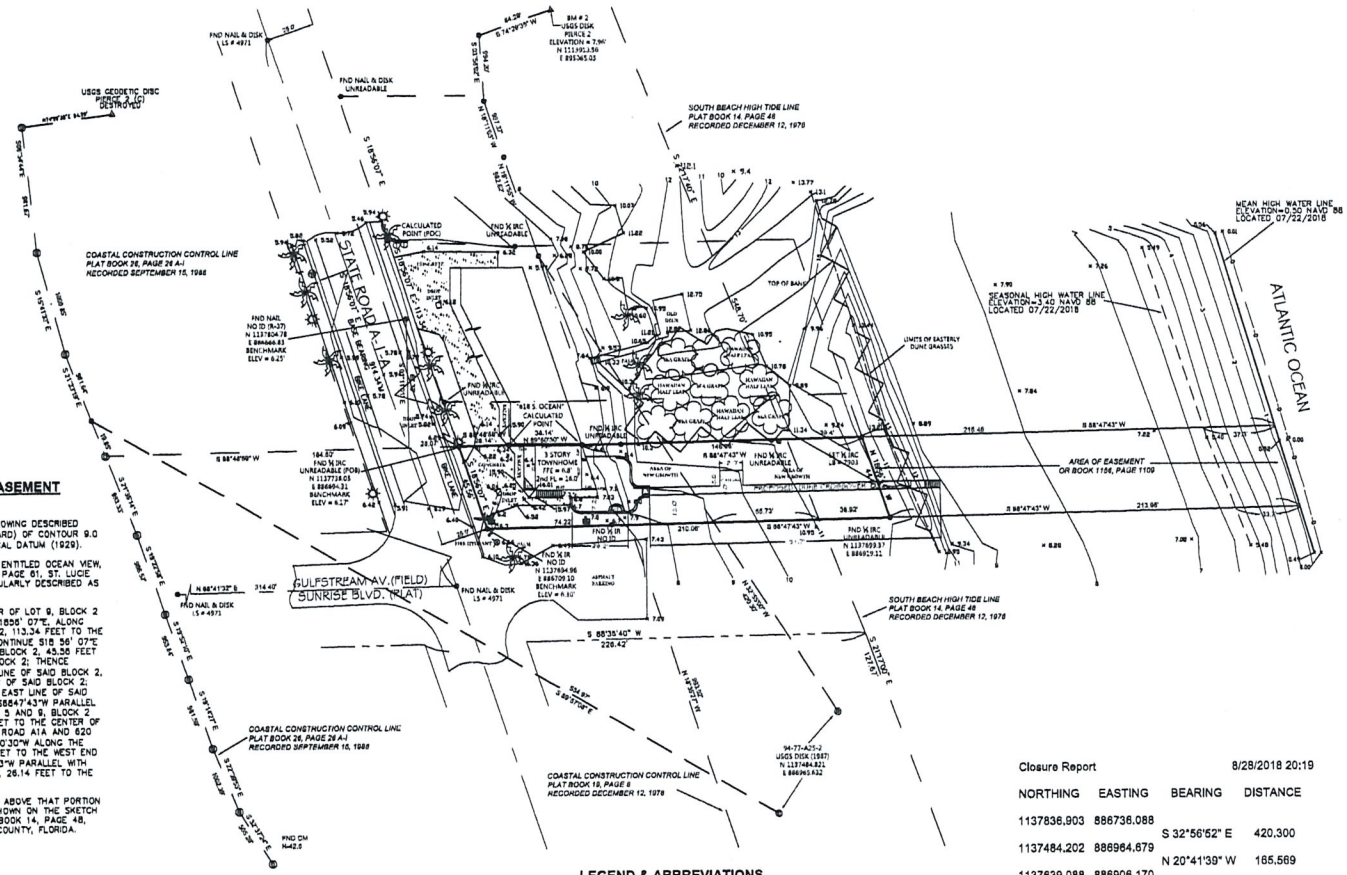
Lawrence A Drulard — DEC. 13, 2018

Contractor or Owner/Builder's Signature — Date

4

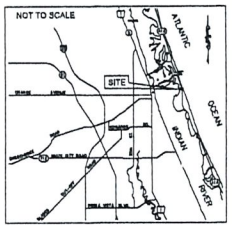
BOUNDARY & TOPOGRAPHIC SURVEY

LOCATED IN SAINT LUCIE COUNTY, FLORIDA



LOCATION MAP

NOT TO SCALE



LEGAL DESCRIPTION

A PORTION OF THE SUBDIVISION ENTITLED OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE S1856' 07"E, ALONG THE WEST LINE OF SAID BLOCK 2, 113.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18 56' 07"E ALONG THE WEST LINE OF SAID BLOCK 2, 43.56 FEET TO THE SW CORNER OF SAID BLOCK 2; THENCE N8847'43"E ALONG THE SOUTH LINE OF SAID BLOCK 2, 210.06 FEET TO THE SE CORNER OF SAID BLOCK 2; THENCE N1856'44"W ALONG THE EAST LINE OF SAID BLOCK 2, 44.60 FEET; THENCE S8847'43"W PARALLEL WITH THE NORTH LINES OF LOTS 5 AND 9, BLOCK 2 OF SAID SUBDIVISION, 146.08 FEET TO THE CENTER OF A WALL COMMON TO 618 STATE ROAD A1A AND 620 STATE ROAD A1A; THENCE N8950'30"W ALONG THE CENTER OF SAID WALL, 38.14 FEET TO THE WEST END OF SAID WALL; THENCE S8847'43"W PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 26.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: FOR A POINT OF REFERENCE, COMMENCE AT THE SE CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE PROCEED ON AN ASSUMED BEARING OF EAST ALONG THE EXTENDED SOUTH LINE OF SAID SECTION, A DISTANCE OF 89.76 FEET TO THE POINT OF BEGINNING; THENCE PROCEED ON A BEARING OF N2007'40"W A DISTANCE OF 702.00 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8932'20"W AND A DISTANCE OF 131.23 FEET TO THE SW CORNER OF BLOCK 1, PLAT BOOK 9, PAGE 26; THENCE PROCEED ON A BEARING OF N2027'40"W A DISTANCE OF 211.15 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N2047'40"W A DISTANCE OF 708.69 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8932'20"W AND A DISTANCE OF 113.30 FEET TO THE NW CORNER OF BLOCK 1, PLAT 9, PAGE 26; THENCE PROCEED ON A BEARING OF N2047'40"W A DISTANCE OF 8.75 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N1754'20"W A CALCULATED DISTANCE OF 1,335.82 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N2117'00"W A DISTANCE OF 127.67 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8835'40"W AND A DISTANCE OF 226.42 FEET TO THE SE CORNER OF BLOCK 8, PLAT BOOK 6, PAGE 61; THENCE PROCEED ON A BEARING OF N2217'40"W A DISTANCE OF 548.70 FEET TO A POINT, SAID POINT BEING ON A BEARING OF N8626'40"W AND A DISTANCE OF 146.34 FEET TO THE SW CORNER OF LOT 6, BLOCK 2, PLAT BOOK 6, PAGE 44; THENCE PROCEED ON A BEARING OF N2217'40"W A DISTANCE OF 1006.45 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N1201'40"W A DISTANCE OF 749.21 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8358'40"W A DISTANCE OF 171.70 FEET TO THE SW CORNER OF LOT 2, BLOCK 3, PLAT BOOK 6, PAGE 31; THENCE PROCEED ON A BEARING OF N1201'40"W A DISTANCE OF 155.84 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N0117'20"E A DISTANCE OF 780.23 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8147'20"W AND A DISTANCE OF 477.95 FEET TO THE NE CORNER OF LOT 1, BLOCK 4, PLAT BOOK 6, PAGE 29; THENCE PROCEED ON A BEARING OF N0754'40"E A DISTANCE OF 172 FEET, MORE OR LESS, TO A POINT ON THE SOUTH JETTY, SAID LINE IS SHOWN ON THE SKETCH OF SURVEY RECORDED IN PLAT BOOK 14, PAGE 48, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.

DESCRIPTION OF EASEMENT

PARCEL 38

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY (SEAWARD) OF CONTOUR 9.0 FEET NATIONAL GEODETIC VERTICAL DATUM (1929).

A PORTION OF THE SUBDIVISION ENTITLED OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE S1856' 07"E, ALONG THE WEST LINE OF SAID BLOCK 2, 113.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18 56' 07"E ALONG THE WEST LINE OF SAID BLOCK 2, 43.56 FEET TO THE SW CORNER OF SAID BLOCK 2; THENCE N8847'43"E ALONG THE SOUTH LINE OF SAID BLOCK 2, 210.06 FEET TO THE SE CORNER OF SAID BLOCK 2; THENCE N1856'44"W ALONG THE EAST LINE OF SAID BLOCK 2, 44.60 FEET; THENCE S8847'43"W PARALLEL WITH THE NORTH LINES OF LOTS 5 AND 9, BLOCK 2 OF SAID SUBDIVISION, 146.08 FEET TO THE CENTER OF A WALL COMMON TO 618 STATE ROAD A1A AND 620 STATE ROAD A1A; THENCE N8950'30"W ALONG THE CENTER OF SAID WALL, 38.14 FEET TO THE WEST END OF SAID WALL; THENCE S8847'43"W PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 26.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE THAT PORTION LYING EASTERLY OF THE LINE SHOWN ON THE SKETCH OF SURVEY RECORDED IN PLAT BOOK 14, PAGE 48, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

STREET ADDRESS

620 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949

GLOBAL POSITIONING SYSTEM (GPS) NOTES

1. G.P.S. SURVEY METHOD: REAL TIME KINEMATICS (RTK)

2. G.P.S. RECEIVER TYPE: TWO (2) DUAL FREQUENCY TOPCON HIPER GA-II SYSTEM WITH CHANNELS (L1 & L2).

3. THE ORIGINAL GPS RTK MEASUREMENTS LOCATED ON SEPTEMBER 08, 2018. TYPICALLY, A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND/OR TOPOGRAPHIC DATA AND CONTROL THROUGHOUT THE PROJECT AREA. REAL-TIME COORDINATE COMPUTATIONS AND PRECISION INFORMATION ARE DETERMINED VIA RADIO/MODEM LINK WITH THE BASE STATION AND RECORDED AS THREE DIMENSIONAL (3D) POSITIONS.

4. G.P.S. SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2018 AND A CARLSON SURVEY + DATA COLLECTOR.

5. THE HORIZONTAL TARGET ACCURACY FOR THIS SURVEY IS AS FOLLOWS:
HORIZONTAL: 10MM + 1PPM (RMS)
VERTICAL: 20MM + 1PPM (RMS).



LEGEND & ABBREVIATIONS

A	ARC LENGTH	OHP	OVERHEAD UTILITIES
A/C	AIR CONDITIONER	ORB	OFFICIAL RECORDS BOOK
CBS	CONCRETE BLOCK STRUCTURE	P	PLAT DATA
CCCL	COASTAL CONSTRUCTION CONTROL LINE	PB	PLAT BOOK
C/L	CENTERLINE	PG(S)	PAGE(S)
CONC	CONCRETE	PLS	PROFESSIONAL LAND SURVEYOR
CM	CONCRETE MONUMENT	POB	POINT OF BEGINNING
DEG OR °	DEGREE	POC	POINT OF COMMENCEMENT
ELEV	ELEVATION	PRM	PERMANENT REFERENCE MONUMENT
FFE	FINISH FLOOR ELEVATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND	R	RADIUS
ID	IDENTIFICATION NUMBER	RLS	REGISTERED LAND SURVEYOR
IP	IRON PIPE	R/W	RIGHT-OF-WAY
IR	IRON ROD	WM	WATER METER
IRC	IRON ROD & CAP	&	AND
LB	LICENSED BUSINESS	@	AT
LS	LICENSED SURVEYOR	Δ	DELTA
M	MEASURED DATA		UTILITY POLE
MON	MONUMENT		FIRE HYDRANT
NAVD	NORTH AMERICAN VERTICAL DATUM		SEWER MANHOLE
NGVD	NATIONAL GEODETIC VERTICAL DATUM		BACKFLOW PREVENTER
NO OR #	NUMBER	IV	IRRIGATION VALVE
NTS	NOT TO SCALE		CLEAN OUT
	STREET LIGHT		

Closure Report 8/28/2018 20:19

NORTHING	EASTING	BEARING	DISTANCE
1137836.903	886736.088		
		S 32°56'52" E	420.300
1137484.202	886964.679		
		N 20°41'39" W	165.569
1137639.088	886906.170		
		N 21°56'12" W	533.175
1138133.660	886706.985		
		N 21°56'12" W	820.787
1138895.020	886400.354		
		N 21°56'12" W	183.219
1139064.973	886331.907		
		N 11°40'12" W	906.328
1139952.565	886148.579		
		N 01°35'47" E	781.227
1140733.489	886170.344		
		S 82°13'51" W	62.936
1140724.981	886107.986		
		S 74°18'26" W	84.290
1140702.183	886026.838		
		S 03°58'02" E	994.200
1139710.365	886095.624		
		S 18°22'12" E	997.370
1138763.820	886409.950		
		S 19°23'04" E	982.620
1137836.903	886736.088		

Closure Error Distance> 0.0602
Total Distance> 6932.021
Polyline Area: 231529.70 sq ft, 5.32 acres

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE CENTERLINE OF SOUTH OCEAN DRIVE, HAVING A BEARING OF N18°56'07"W, ACCORDING TO THE PLAT OF OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA. (ASSUMED DATUM)

2. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON. ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARD, IN FEET AND DECIMALS THEREOF.

3. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.

4. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "AE-6", "VE-8", AND "VE-11" ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0194 J, EFFECTIVE DATE FEBRUARY 06, 2013. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

5. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

6. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.

7. THE LAST DATE OF FIELD WORK WAS SEPTEMBER 09, 2018.

8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9. ELEVATIONS SHOWN HEREON ARE IN U.S. STANDARD FEET AND BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONVERSION TO NATIONAL GEODETIC VERTICAL DATUM = +1.49'.

10. ALL DEBRIS WILL BE REMOVED FROM THE SITE AND DEPOSITED AT AN APPROVED UPLAND DISPOSAL SITE.

11. THE EXPECTED USE OF THE SURVEY AND MAP IS RESIDENTIAL.

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
34 NYDIE MEYA, FORT PIERCE, FLORIDA 34981
PHONE (772) 708-1819 SURVEY@ASI-SURVEY.COM

DATE	BY	REVISION
02/21/19	CA	ADDED DESCRIPTION OF EASEMENT
10/03/18	CA	ADDED ADDITIONAL CONTROL
09/11/18	CA	REVISED & ADDED REAR TOPO

CERTIFICATIONS
LARRY DRUHARD
ST. LUCIE COUNTY FLORIDA

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ALL DRAWINGS OR DOCUMENTS PREPARED BY ARNOLD SURVEYING, INC. ARE THE PROPERTY OF ARNOLD SURVEYING, INC. THE REPRODUCTION OR UNAUTHORIZED USE OF THESE DRAWINGS OR ANY OTHER PROJECT DRAWINGS OR DOCUMENTS BY ANY METHOD WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF ARNOLD SURVEYING, INC. IS STRICTLY PROHIBITED. ANY UNAUTHORIZED USE SHALL BE SUBJECT TO LEGAL ACTION AS DEEMED APPROPRIATE BY ARNOLD SURVEYING, INC. ALL RIGHTS RESERVED UNDER FEDERAL COPYRIGHT LAWS.

DRAWN BY: CA
CHECKED BY: CA
DATE: 08/20/2018
HORIZONTAL SCALE: 1"=30'

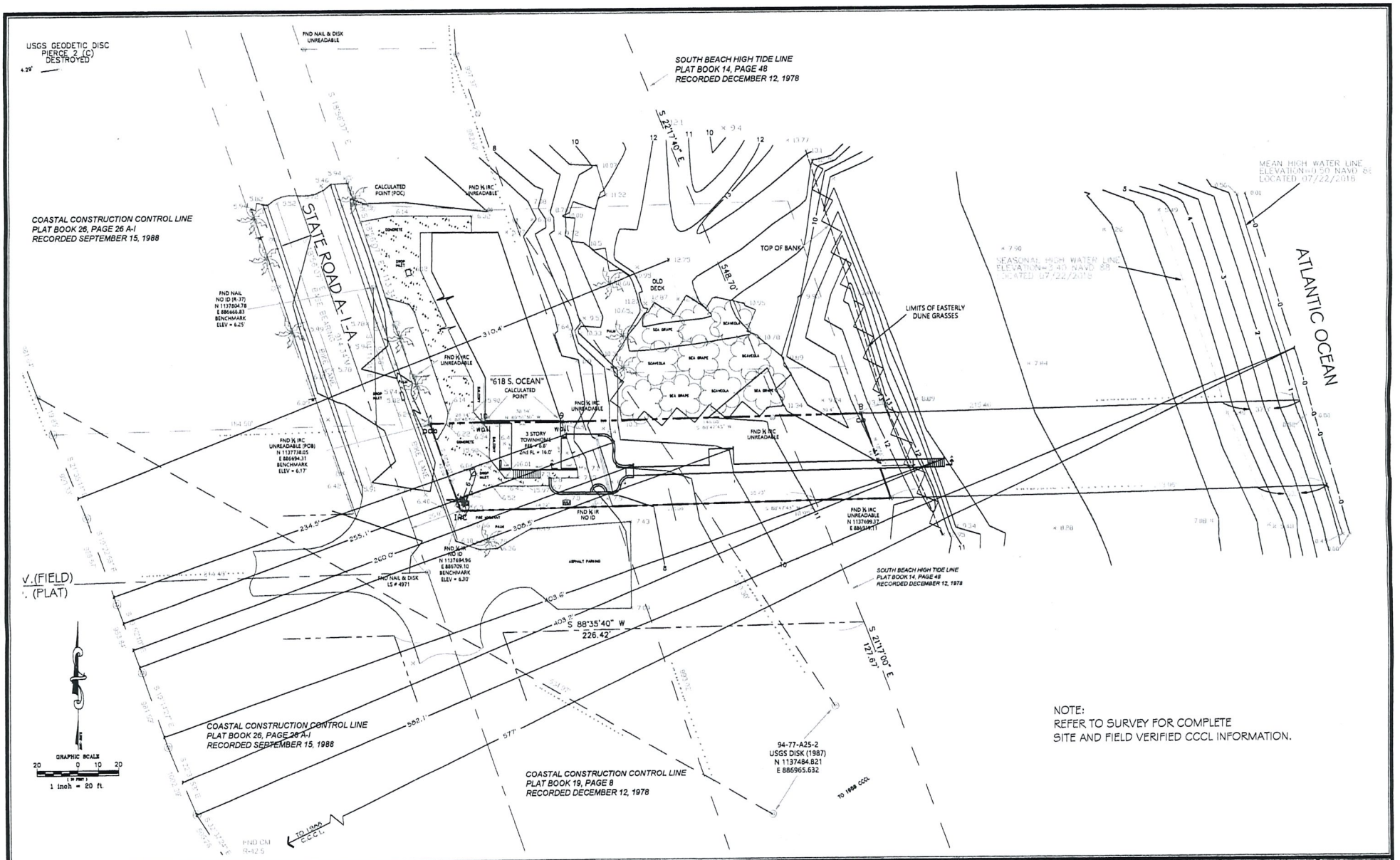
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

SEAL

CHARLES ARNOLD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. 4871

PRINTED DATE
SHEET 1 OF 1
PROJECT NO. 18-816

4



COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

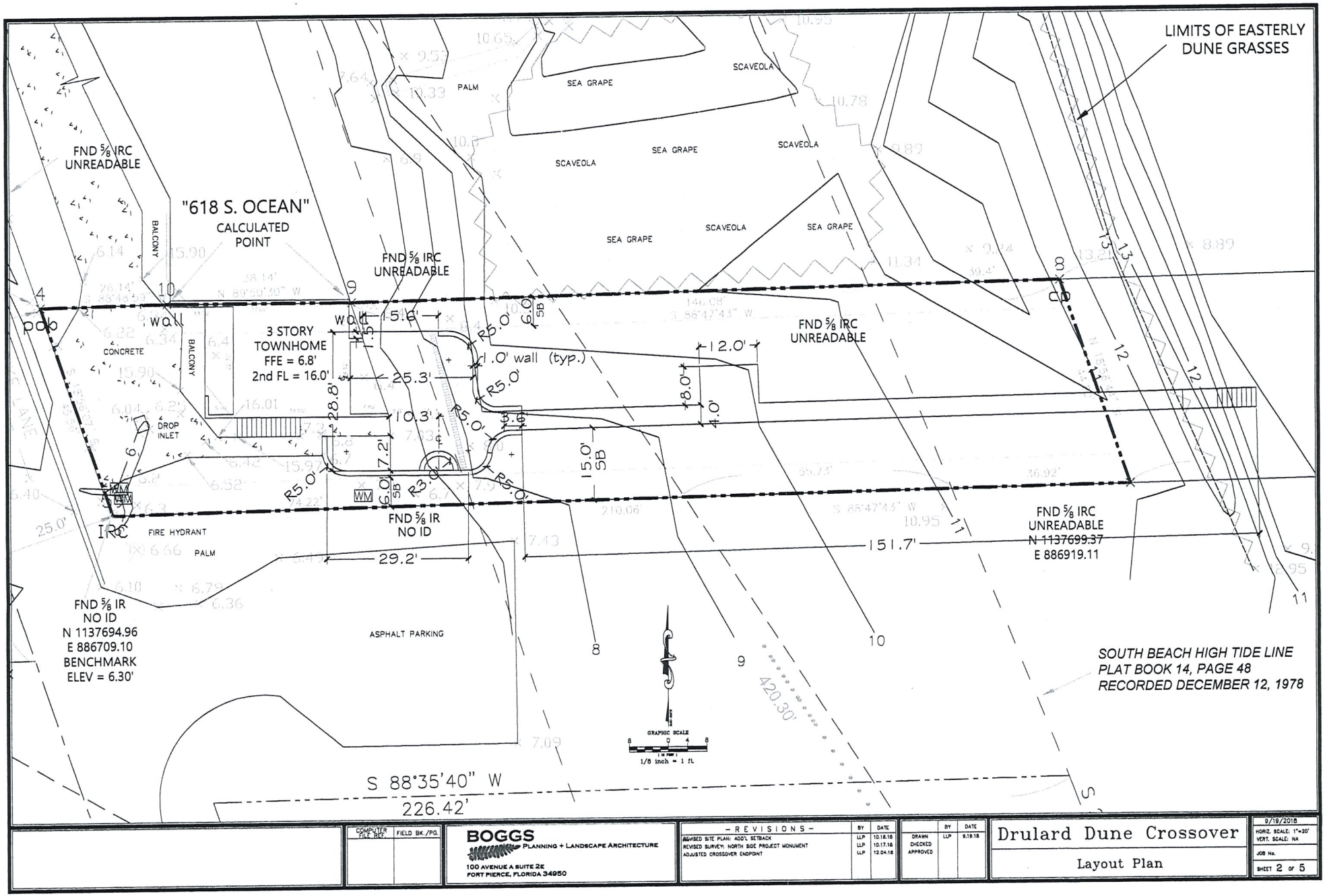
– REVISIONS –	BY	DATE
REVISED SITE PLAN: ADD'L SETBACK	LLP	10.10.18
REVISED SURVEY: NORTH SIDE PROJECT MONUMENT	LLP	10.17.18
ADJUSTED CROSSOVER ENDPOINT	LLP	12.04.18

	BY	DATE
DRAWN	LLP	8.19.18
CHECKED		
APPROVED		

Drulard Dune Crossover

Site Plan

9/19/2018
HORIZ. SCALE: 1"=20'
VERT. SCALE: NA
JOB No.
SHEET 1 OF 5



COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

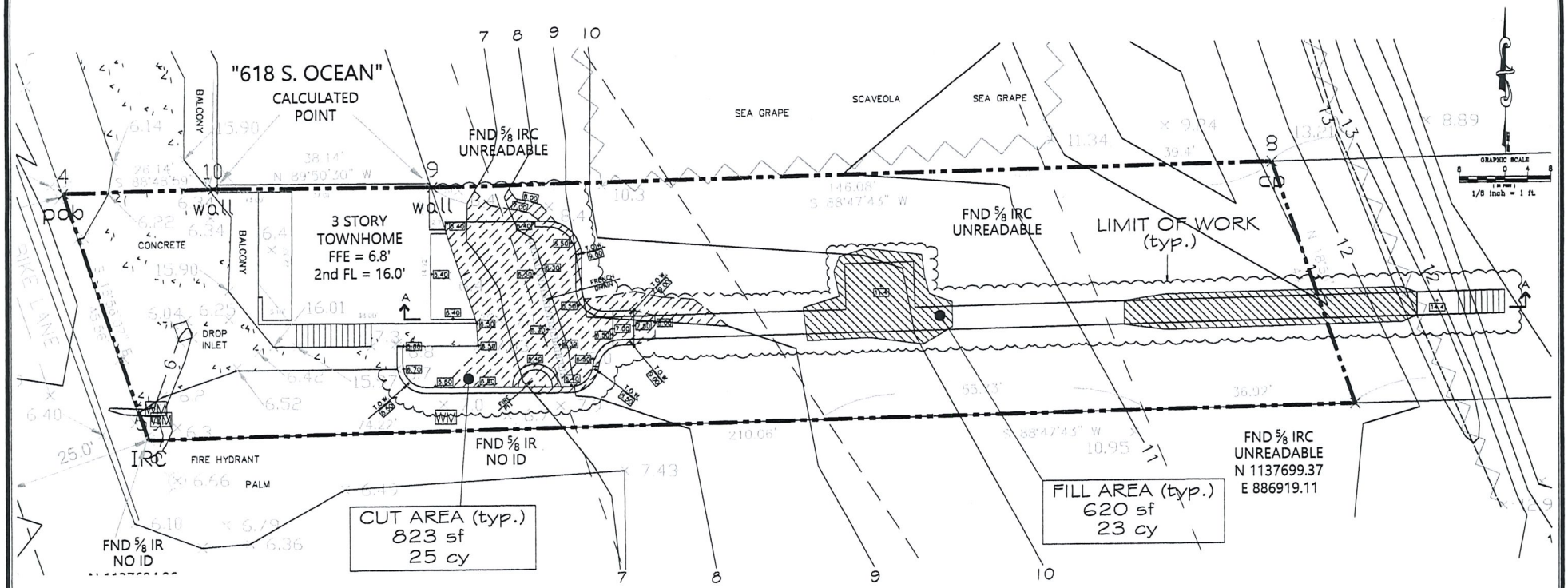
- REVISIONS -	BY	DATE
REVISED SITE PLAN: ADD'L SETBACK	LLP	10.16.18
REVISED SURVEY: NORTH SIDE PROJECT MONUMENT	LLP	10.17.18
ADJUSTED CROSSOVER ENDPOINT	LLP	12.04.18

	BY	DATE
DRAWN	LLP	9.19.18
CHECKED		
APPROVED		

Drulard Dune Crossover

Layout Plan

9/19/2018
HORIZ. SCALE: 1"=20'
VERT. SCALE: NA
JOB No.
SHEET 2 of 5

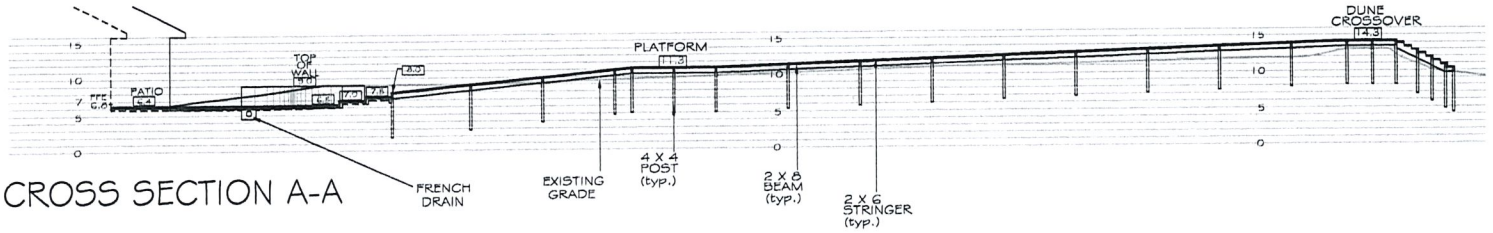


GRADING PLAN

CUT/FILL

- Excavation from 6.0 feet to 9.3 feet seaward of the CCCL = 25 cy
- Fill from 10 feet to 13 feet seaward of the CCCL = 23 cy
- Net excess fill to be relocated seaward of the CCCL = 2 cy

NOTE:
CONTRACTOR TO DISTRIBUTE EXCESS SAND FILL USING NON-MECHANICAL METHODS TO DEPRESSIONS, LOW POINTS OR OTHER SITE AREAS TO NATURALLY AUGMENT THE DUNE ELEVATION WITHOUT DISTURBING EXISTING NATIVE VEGETATION. ALL AREAS RECEIVING EXCESS FILL WILL BE REVEGETATED WITH NATIVE DUNE VEGETATION.



CROSS SECTION A-A

COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

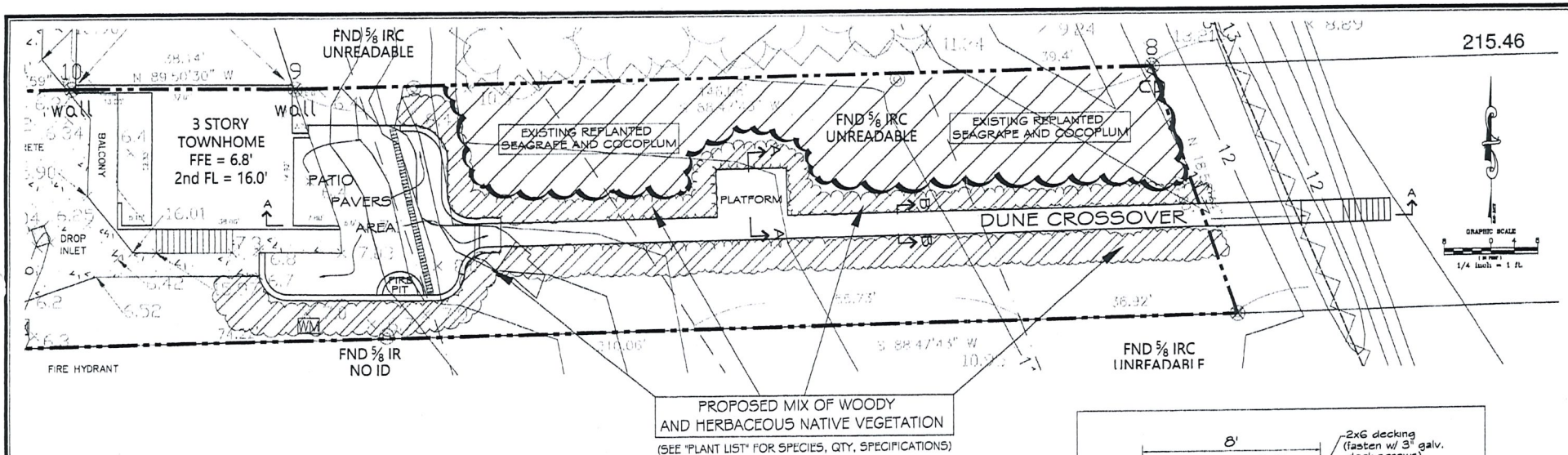
– REVISIONS –	BY	DATE
REVISED SITE PLAN; ADD'L SETBACK	LLP	10.16.18
REVISED SURVEY; NORTH SIDE PROJECT MONUMENT	LLP	10.17.18
ADJUSTED CROSSOVER ENDPOINT	LLP	12.04.18

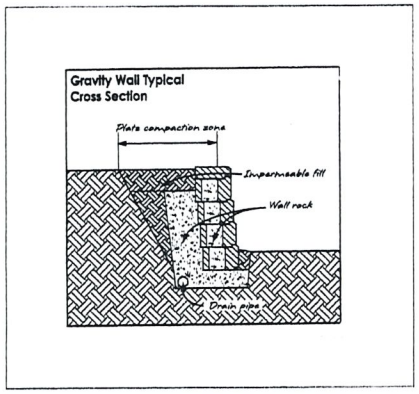
	BY	DATE
DRAWN	LLP	9.19.18
CHECKED		
APPROVED		

Drulard Dune Crossover

Grading Plan/Cross Section

9/19/2018
HORIZ. SCALE: 1"=20'
VERT. SCALE: NA
JOB No.
SHEET 3 OF 5



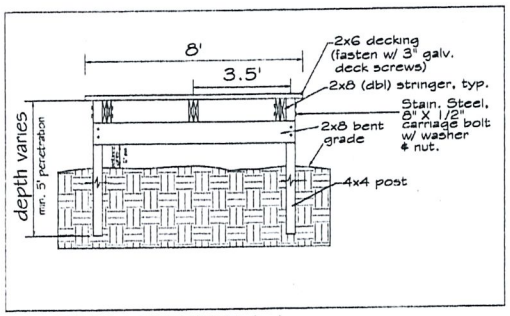


ALLAN BLOCK WALL SECTION (typ.)
NTS

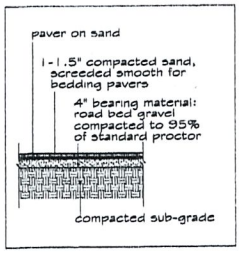
PLANT LIST

Quantity	Botanical Name	Common Name	Specifications
25	*Uniola paniculata*	Sea Oats	4" pot, 24"o.c.
25	*Helianthus debilis*	Dune Sunflower	1 gal., 24" o.c.
25	*Ipomoea pes-caprae*	Railroad Vine	1 gal., 24" o.c.
25	*Schizachyrium scoparium*	Little Bluestem	4" pot, 24" o.c.
25	*Gaillardia pulchella*	Indian Blanket Flower	1 gal., 24" o.c.
25	*Solidago sempervirens*	Seaside Goldenrod	1 gal., 24" o.c.
40	*Serenoa repens*	Saw Palmetto	3 gal., 36" o.c.
40	*Zamia pumila*	Coontie	3 gal., 36" o.c.
40	*Coccoloba uvifera*	Sea Grape	3 gal., 36" o.c.

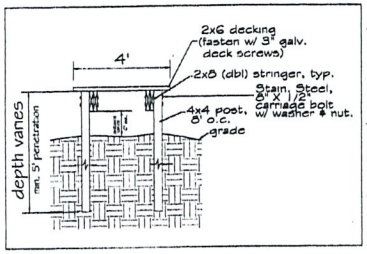
The previous approved corrective restoration plan approved under permit number VSL 17-01P will be supplanted by the current planting plan that adapts the planting plan to the proposed layout plan. The proposed planting shall conform to permit conditions of 80% survival rate within 180 days of permit issuance. Plants will be placed in a naturalistic pattern indicative of native planting regime.



PLATFORM SECTION A-A
NTS



PAVER SECTION (typ.)
NTS



CROSSOVER SECTION B-B
NTS

COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2K
FORT PIERCE, FLORIDA 34950

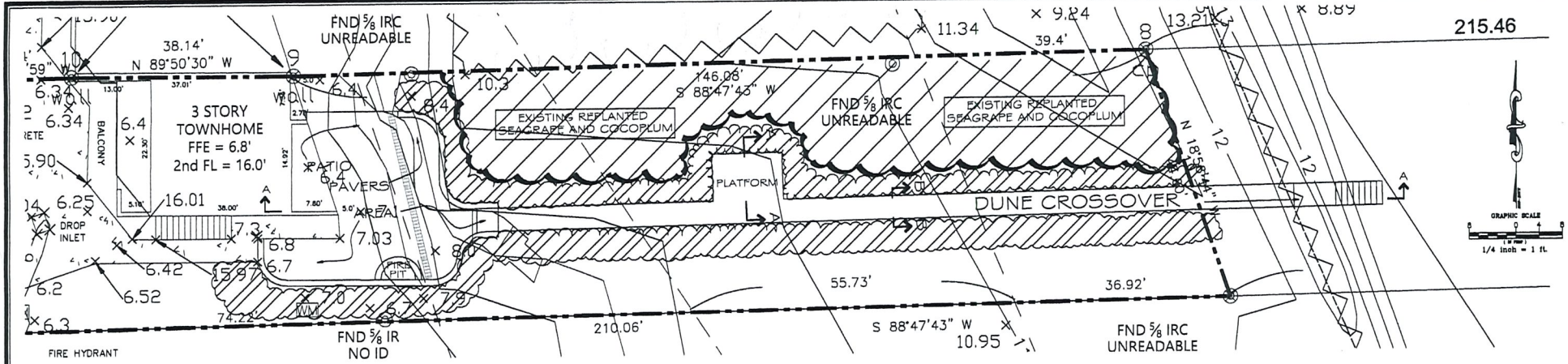
– REVISIONS –	BY	DATE
REVISED SITE PLAN: ADD'L SETBACK	LLP	10.16.18
REVISED SURVEY: NORTH SIDE PROJECT MONUMENT	LLP	10.17.18
ADJUSTED CROSSOVER ENDPOINT	LLP	12.04.18

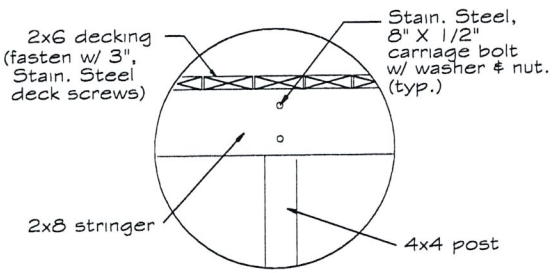
	BY	DATE
DRAWN	LLP	9.19.18
CHECKED		
APPROVED		

Drulard Dune Crossover

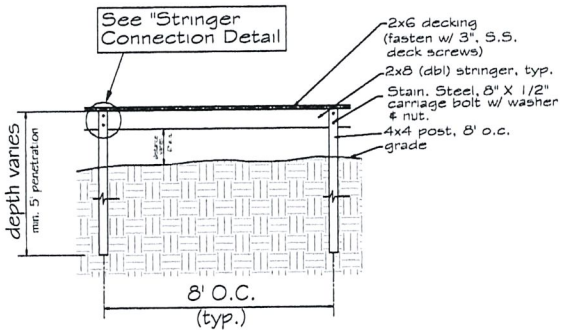
Landscape Plan & Preliminary Details

9/19/2018
HORIZ. SCALE: 1"=20'
VERT. SCALE: NA
JOB No.
SHEET 4 OF 5

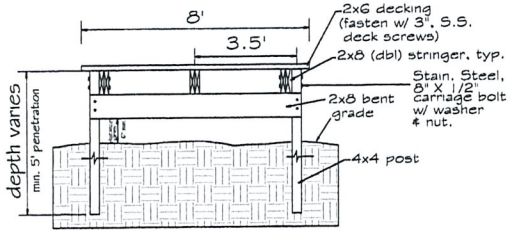




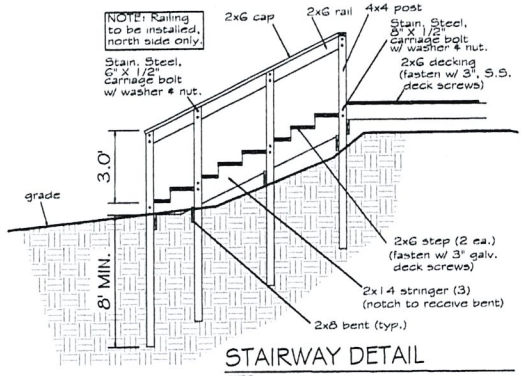
STRINGER CONNECTION DETAIL
NTS



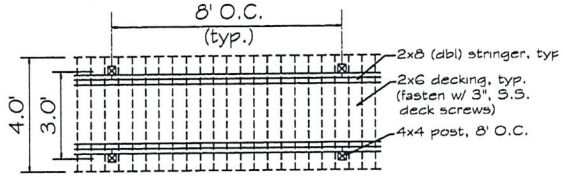
CROSSOVER TYP. POST LAYOUT
NTS



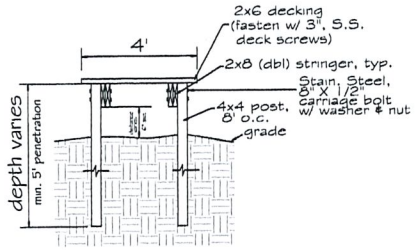
PLATFORM SECTION A-A
NTS



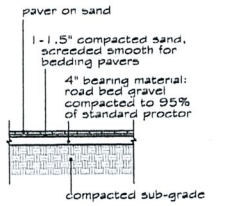
STAIRWAY DETAIL
NTS



CROSSOVER LAYOUT (TYP.)
NTS



CROSSOVER SECTION B-B
NTS



PAVER SECTION (TYP.)
NTS

COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

– REVISIONS –	BY	DATE
REVISED SITE PLAN: ADD'L SETBACK	LLP	10.18.18
REVISED SURVEY: NORTH SIDE PROJECT MONUMENT	LLP	10.17.18
ADJUSTED CROSSOVER ENDPOINT	LLP	12.04.18

	BY	DATE
DRAWN	LLP	9.19.18
CHECKED		
APPROVED		

Drulard Dune Crossover

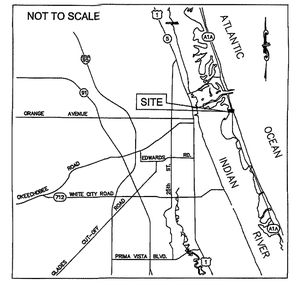
Landscape Layout & Construction Details

9/19/2018
HORIZ. SCALE: 1"=20'
VERT. SCALE: NA
JOB No.
SHEET 5 OF 5

BOUNDARY & TOPOGRAPHIC SURVEY

LOCATED IN SAINT LUCIE COUNTY, FLORIDA





LOCATION MAP

NOT TO SCALE

STREET ADDRESS

620 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949

GLOBAL POSITIONING SYSTEM (GPS) NOTES

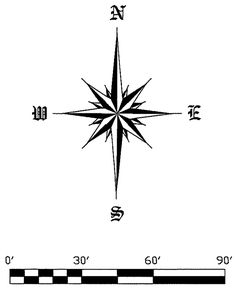
1. G.P.S. SURVEY METHOD: REAL TIME KINEMATIC (RTK)

2. G.P.S. RECEIVER TYPE: TWO (2) DUAL FREQUENCY TOPCON HIPER GA -12 CHANNEL (L1 & L2).

3. THE ORIGINAL GPS RTK MEASUREMENTS, AUGUST 22, 2018. TWO TOPCON DUAL FREQUENCY GPS RECEIVERS EQUIPPED WITH RT-SKI (REAL TIME MEASUREMENT CAPABILITIES) WERE USED TO GATHER GPS DATA. TYPICALLY A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND/OR TOPOGRAPHIC DATA AND CONTROL THROUGHOUT THE PROJECT AREA. REAL-TIME COORDINATE COMPUTATIONS AND PRECISION INFORMATION ARE DETERMINED VIA RADIO / MODEM LINK WITH THE BASE STATION AND RECORDED AS THREE DIMENSIONAL (3D) POSITIONS.

4. G.P.S. SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY STANDALONE, SURVEY +.

5. THE HORIZONTAL TARGET ACCURACY FOR THIS SURVEY IS AS FOLLOWS:
HORIZONTAL: 10MM + 1PPM (RMS)
VERTICAL: 20MM + 1PPM (RMS).



LEGEND & ABBREVIATIONS

A	ARC LENGTH	OHP	OVERHEAD UTILITIES
A/C	AIR CONDITIONER	ORB	OFFICIAL RECORDS BOOK
CBS	CONCRETE BLOCK STRUCTURE	P	PLAT DATA
CCCL	COASTAL CONSTRUCTION CONTROL LINE	PB	PLAT BOOK
C/L	CENTERLINE	PG(S)	PAGE(S)
CONC	CONCRETE	PLS	PROFESSIONAL LAND SURVEYOR
CM	CONCRETE MONUMENT	POB	POINT OF BEGINNING
DEG OR °	DEGREE	POC	POINT OF COMMENCEMENT
ELEV	ELEVATION	PRM	PERMANENT REFERENCE MONUMENT
FFE	FINISH FLOOR ELEVATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND	R	RADIUS
ID	IDENTIFICATION NUMBER	RLS	REGISTERED LAND SURVEYOR
IP	IRON PIPE	R/W	RIGHT-OF-WAY
IR	IRON ROD	WM	WATER METER
IRC	IRON ROD & CAP	&	AND
LB	LICENSED BUSINESS	@	AT
LS	LICENSED SURVEYOR	△	DELTA
M	MEASURED DATA		UTILITY POLE
MON	MONUMENT		FIRE HYDRANT
NAVD	NORTH AMERICAN VERTICAL DATUM	SS	SEWER MANHOLE
NGVD	NATIONAL GEODETIC VERTICAL DATUM		BACKFLOW PREVENTER
NO OR #	NUMBER	IV	IRRIGATION VALVE
NTS	NOT TO SCALE	SO	CLEAN OUT
	STREET LIGHT		

Closure Report 8/28/2018 20:19

NORTHING	EASTING	BEARING	DISTANCE
1137836.903	886736.088		
		S 32°56'52" E	420.300
1137484.202	886964.679		
		N 20°41'39" W	165.569
1137639.088	886906.170		
		N 21°56'12" W	533.175
1138133.660	886706.985		
		N 21°56'12" W	820.787
1138895.020	886400.354		
		N 21°56'12" W	183.219
1139064.973	886331.907		
		N 11°40'12" W	906.328
1139952.565	886148.579		
		N 01°35'47" E	781.227
1140733.489	886170.344		
		S 82°13'51" W	62.936
1140724.981	886107.986		
		S 74°18'26" W	84.290
1140702.183	886026.838		
		S 03°58'02" E	994.200
1139710.365	886095.624		
		S 18°22'12" E	997.370
1138763.820	886409.950		
		S 19°23'04" E	982.620
1137836.903	886736.088		

Closure Error Distance> 0.0602
Total Distance> 6932.021
Polyline Area: 231529.70 sq ft, 5.32 acres

LEGAL DESCRIPTION

A PORTION OF THE SUBDIVISION ENTITLED OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE S1856' 07"E, ALONG THE WEST LINE OF SAID BLOCK 2, 113.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18 56' 07"E ALONG THE WEST LINE OF SAID BLOCK 2, 45.56 FEET TO THE SW CORNER OF SAID BLOCK 2; THENCE N8847'43"E ALONG THE SOUTH LINE OF SAID BLOCK 2, 210.06 FEET TO THE SE CORNER OF SAID BLOCK 2; THENCE N1856'44"W ALONG THE EAST LINE OF SAID BLOCK 2, 44.60 FEET; THENCE S8847'43"W PARALLEL WITH THE NORTH LINES OF LOTS 5 AND 9, BLOCK 2 OF SAID SUBDIVISION, 146.08 FEET TO THE CENTER OF A WALL COMMON TO 618 STATE ROAD A1A AND 620 STATE ROAD A1A; THENCE N8950'30"W ALONG THE CENTER OF SAID WALL, 38.14 FEET TO THE WEST END OF SAID WALL; THENCE S8847'43"W PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 26.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: FOR A POINT OF REFERENCE, COMMENCE AT THE SE CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE PROCEED ON AN ASSUMED BEARING OF EAST ALONG THE EXTENDED SOUTH LINE OF SAID SECTION, A DISTANCE OF 89.76 FEET TO THE POINT OF BEGINNING; THENCE PROCEED ON A BEARING OF N2007'40"W A DISTANCE OF 702.00 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8932'20"W AND A DISTANCE OF 131.23 FEET TO THE SW CORNER OF BLOCK 1, PLAT BOOK 9, PAGE 26; THENCE PROCEED ON A BEARING OF N2027'40"W A DISTANCE OF 211.15 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N2047'40"W A DISTANCE OF 708.69 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8931'20"W AND A DISTANCE OF 115.30 FEET TO THE NW CORNER OF BLOCK 1, PLAT 9, PAGE 26; THENCE PROCEED ON A BEARING OF N2047'40"W A DISTANCE OF 8.75 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N1754'20"W A CALCULATED DISTANCE OF 1,335.62 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N2117'00"W A DISTANCE OF 127.67 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8835'40"W AND A DISTANCE OF 226.42 FEET TO THE SE CORNER OF BLOCK 8, PLAT BOOK 6, PAGE 61; THENCE PROCEED ON A BEARING OF N2217'40"W A DISTANCE OF 548.70 FEET TO A POINT, SAID POINT BEING ON A BEARING OF N8626'40"W AND A DISTANCE OF 146.34 FEET TO THE SW CORNER OF LOT 6, BLOCK 2, PLAT BOOK 8, PAGE 44; THENCE PROCEED ON A BEARING OF N2217'40"W A DISTANCE OF 1006.45 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N1201'40"W A DISTANCE OF 749.21 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8558'40"W A DISTANCE OF 171.70 FEET TO THE SW CORNER OF LOT 2, BLOCK 3, PLAT BOOK 6, PAGE 31; THENCE PROCEED ON A BEARING OF N1201'40"W A DISTANCE OF 155.84 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N0117'20"E A DISTANCE OF 780.23 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S8147'20"W AND A DISTANCE OF 477.95 FEET TO THE NE CORNER OF LOT 1, BLOCK 4, PLAT BOOK 8, PAGE 29; THENCE PROCEED ON A BEARING OF N0754'40"E A DISTANCE OF 172 FEET, MORE OR LESS, TO A POINT ON THE SOUTH JETTY, SAID LINE IS SHOWN ON THE SKETCH OF SURVEY RECORDED IN PLAT BOOK 14, PAGE 48, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE CENTERLINE OF SOUTH OCEAN DRIVE, HAVING A BEARING OF N18°56'07"W, ACCORDING TO THE PLAT OF OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA. (ASSUMED DATUM)

2. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON. ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARD, IN FEET AND DECIMALS THEREOF.

3. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.

4. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "AE-6", "VE-8", AND "VE-11" ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0194 J, EFFECTIVE DATE FEBRUARY 06, 2012. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

5. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

6. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.

7. THE LAST DATE OF FIELD WORK WAS SEPTEMBER 09, 2018.

8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9. ELEVATIONS SHOWN HEREON ARE IN U.S. STANDARD FEET AND BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

10. ALL DEBRIS WILL BE REMOVED FROM THE SITE AND DEPOSITED AT AN APPROVED UPLAND DISPOSAL SITE.

11. THE EXPECTED USE OF THE SURVEY AND MAP IS RESIDENTIAL.

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
AVENUE VISTA, FORT PIERCE, FLORIDA 34951
PHONE (772) 460-8211 SURVEY@ASI-SURVEY.COM

DATE	BY	REVISION
09/11/18	CA	REVISED & ADDED TOPO @ REAR

CERTIFICATIONS
LARRY DRUHARD
ST. LUCIE COUNTY FLORIDA

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DRAWN BY:	CA
CHECKED BY:	CA
DATE:	08/20/2018
HORIZONTAL SCALE:	1"=30'

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

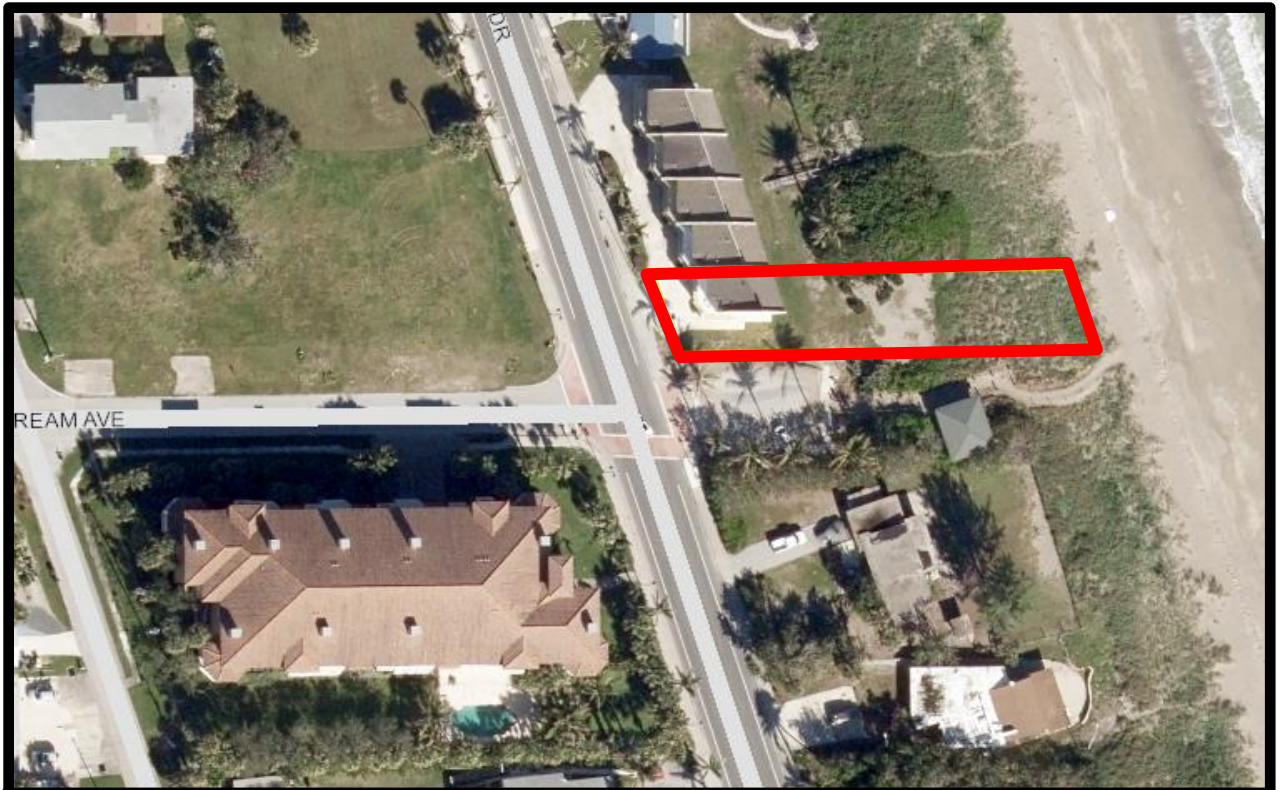
SEAL

CHARLES ARNOLD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. 4971

10-3-18
PRINTED DATE

SHEET 1 OF 1

PROJECT NO. 18-816



THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use With New Construction
Drulard Dune Crossover – 620 South Ocean Drive
Aerial Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use With New Construction
Drulard Dune Crossover – 620 South Ocean Drive
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use With New Construction
Drulard Dune Crossover – 620 South Ocean Drive
FLU Map

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Drulard Dune Crossover – 620 South Ocean Drive
TRC No. 19-04000006

DATE : May 15, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 3, 2019:

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

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of 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

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: 5.16.19
Property Address: 620 S Ocean Dr.
Property Name: Drulard Dune Crossover
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: 5/13/19

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

Technical Review Committee meeting

May 16, 2019

TECHNICAL REVIEW PROJECT # 19-04000006

Conditional Use New Construction – Drulard Dune Crossover – 620 S. Ocean Drive

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: No comment

Technical Review Committee meeting

May 16th, 2019

Case # 19-0400006

Conditional Use with new construction

Drulard dune crossover, 620 South Ocean Dr., Ft. Pierce

Comments:

No comments.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES
TECHNICAL REVIEW LETTER

TO:	Brandon Creagan, LEED Green Associate, Planner
FROM:	Kori Benton, Senior Planner
DATE:	May 15, 2019
SUBJECT:	**Conditional Use New Construction – Drulard Dune Crossover – 620 S. Ocean Drive** Technical Review Project # 19-04000006

The St. Lucie County Planning & Development Services Department has completed a review of the distribution of Technical Review Project 19-04000006.

Background

Application for Development Review (Conditional Use with New Construction) for the after the fact approval for a dune crossover. The applicant has met with the City Manager's Office and it was determined that Planning Staff would carry the project forward and would be recommending approval of this project all the way up to the City Commission. The applicant has already received approval for the Florida Department of Environmental Protection which monitors construction past the Coastal Construction Control Line (CCCL). The parcel currently has a zoning R-4A, Hutchinson Island Medium Density Residential and a Future Land Use of HIR, Hutchinson Island Residential. The parcel ID is 2401-503-0002-400-9.

Perpetual easements were recorded for all property adjacent to the Fort Pierce Beach Shore Protection Project (approximately 1.3 miles) in 1998. The intent of these federally required easements was not only to create a construction corridor along the Federal project area (if needed due to erosion) but to allow Federal dollars to be spent addressing erosion into private properties. In establishing these easements, the Federal government provided local sponsors with jurisdiction over the all structures within these areas.

Considering the responsibility identified above, and 1) the recurring, chronic erosion exhibited at Fort Pierce Beach, 2) the ever increasing cost of nourishing the beach, 3) the real possibility of an Emergency Truck haul this year at this beach, and 4) the possible precedent that allowing such over walk to exist in its current form, St. Lucie County's staff strongly suggests the City cautiously approach approving construction of this magnitude/type. While the perpetual easement language does not prohibit dune over walk construction in this area, it does identify such structures as "subordinate to the construction, operations, maintenance, repair and replacement of the project". Assessing both the extent of the structure (traversing the entire perpetual easement, and some) and the location of the structure (within one of Florida's most erosive coastlines) it is easy to see why the structure may unintentionally effect future construction. Most alarming would be the precedent that this structure would set for future structures along Fort Pierce Beach.

On a separate note, a similar structure was recently constructed just north of this area. In that instance, the owner decided it was in his/her best interest to limit the rigid components of the proposed over walk structure to areas west of the perpetual easement; opting to construct only a small (+/- 15') removable ramping segment east of his/her perpetual easement. Conceptually, this approach would allow for the extended portion of this "removable" structure (the potion within the perpetual easement) to be removed, if and when, it were to be impacted by erosion and/or construction. This approach not only safeguards the property owner from impacts associated with beach erosion but also limits the potential for conflict(s) and/or construction obstacles that naturally results from placing structures in this highly eroding segment of beach.

Review Comments

St. Lucie County's staff have identified a few conditions that may assist in abating negative effects associated with structures built in this specific location (adjacent to an extremely unstable Federal Beach Project); thereby possibly reducing any negative effects (financial and/or reduced accessibility) that may result from construction within this easement corridor . Please consider the following:

1) Considering the high likelihood of said structure being impacted by future erosion, it might be in everyone's best interest to require the owner to:
    - scale back or modify the structure (eastward segment) to temper expectations associated with future permit applications along this stretch of beach, and/or
    - actively scale back the seaward extent of said structure, as impacts happen; requiring the owner to remove seaward segments of the structure that are compromised during construction and/or storm events.

2) The perpetual easement language requires all structures to be "subordinate to the construction, operations, maintenance, repair and replacement of the project", it may be prudent to:
    - require the owner to remove said structure if, during the course of beach construction, the structure's existence impacts construction in any way.
    - remind the applicant that any damages to the structure that result from construction are not the responsibility of the Federal Government and/or the County.
    - require the owner to pay any/all additional cost(s) associated with:
        - the removal of said structure (by future beach contractors) for construction access purposes; if said structure limits needed access for sand placement.
        - the working around and/or placing of sand in-between said structure during future beach construction.

Again, it is in everyone's best interest to reduce costs associated with future Federal beach projects. Structures built within perpetual easement areas at Fort Pierce Beach may create obstacles that not only limit construction access but may, as more are built, reduce the future efficiency of beach projects. As future funding is of particular concern, we hope the City understands the unintended consequences of not limiting construction within this area.

Moving forward, the County would appreciate the opportunity to be engaged during the City's permitting process; as we understand that addressing "after the fact" issues can be challenging.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Drulard Dune Crossover - Conditional Use

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 6-16-2019

NOTICE BY MAIL: 6-20-2019

NOTICE BY SIGNS: 6-19-2019

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

SIGNATURE: **DATE:** 6-20-2019

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: Drullard Dune Crossover - Conditional Use

Staff Name: Brandon C Creagan

Staff Signature: [signature]

Date Mailed: 6-20-2019

Number of Mailed Letters: 153

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

June 19, 2019

Dear Property Owner(s):

The property owner/applicant, **Lawrence Drulard** is requesting approval of a **Conditional Use with New Construction** to construct a Dune Crossover (east) of the Coastal Construction Control Line at 620 South Ocean Drive in Fort Pierce, Florida. The property is zoned Hutchinson Island Medium Density Residential (R-4A). The Parcel ID is 2401-503-0002-400-9.

Legal Description: OCEAN VIEW S/D REVISED PLAT HOLLEY AND MORGAN`S S/D (620 ATLANTIC PLACE) THAT PART OF BLK2 LOTS 1, 2, 3 AND 4 MPDAF: BEG AT NWCOR OF LOT 9 BLK 2 OF SD S/D, TH S 18 DEG 56 MIN 07 SEC E ALG W LI OF SD BLK 2 113.34 FT TO POB, TH CONT S 18 DEG 56 MIN 07 SEC E ALG W LI OF BLK 2 45.56 FTTO SW COR BLK 2, TH N 88 DEG 47 MIN 43 SEC E ALG S LI OF BLK 2 210.06 FT TO SE COR OF BLK 2, TH N 18 DEG 56 MIN 44 SEC W ALG E LI OF SD BLK 2 44.60 FT, TH S 88 DEG 47 MIN 43 SEC W // WITH N LILOTS 5 AND 9 146.08 FT TO C/L OF COMMON WALL, TH N 89 DEG 50 MIN 30 SEC W ALG C/L OF WALL 38.14 FT TO W END SD WALL, TH S 88 DEG 47 MIN 43 SEC W // TO N LI OF SDLOT 9 26.14 FT TO POB-LESS THAT PART LYG E OF LI DESC IN PB 37-2- (OR 3720-2221)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, July 1, 2019** which begins at **6:30 p.m.** in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m.** on **Monday, July 1, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Conditional Use New Construction – Drulard Dune Crossover No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

_____

_____ _____

Signature **Date**

Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@city-ftpierce.com

Aerial Map

620 South Ocean Drive



Tr Int Imp Trust Fund 1
3900 Commonwealth Blvd
Tallahassee; FL 32399-3000

S Ocean Drive Properties LLC 2
500 S Federal HWY; Unit Unit 1641
Hallandale Beach; FL 33008-6071

David R Martin 3
600 S Ocean Dr Apt A
Fort Pierce; FL 34949-3210

Patricia A Sherron 4
11791 Stonehaven Way
West Palm Beach; FL 33412-1635

Palm Haven Ocean Development LLC 5
416 SE Cortez AVE
Stuart; FL 34994-2446

Neo Investments LLC 6
7901 N 4th N ST; Unit Ste 300
St Petersburg; FL 33702-4305

Anthony Tepedino 7
3700 S Ocean Blvd #1102
Highland Beach; FL 33487-3347

Joseph Clementi 8
5156 Chardonnay DR
Coral Springs; FL 33067-4123

Joseph DeFeo 9
3091 S Jog Rd
Greenacres; FL 33467-2005

Edward A Weiss 10
17343 10th ST
Montverde; FL 34756-3157

Richard E Greene 11
618 S Ocean DR
Fort Pierce; FL 34949-3210

Lawrence Drulard 12
620 S Ocean DR
Fort Pierce; FL 34949-3210

Suzanne T Felts 13
610 S Ocean DR
Fort Pierce; FL 34949-3210

Kelly P Golden 14
608 S Ocean DR; Unit Apt 1
Fort Pierce; FL 34949-2800

Hyer Management LLC 15
1206 Mariner Bay BLVD
Fort Pierce; FL 34949-3608

Mark Titone 16
606 Dahlia LN
Vero Beach; FL 32963-1844

DPA Pearly Sands LLC 17
850 NW Federal HWY; Unit Ste 236
Stuart; FL 34994-1019

Seamist Townhome Assoc Inc c/o Deborah Sacks 18
4290 SW 143rd Ave
Miramar; FL 33027

SAS Investment Services LLC 19
19 C Trolley SQ
Wilmington; DE 19806-3355

Sun Development Tech LLC 20
3669 Park LN
Miami; FL 33133-6826

Fond De Blanc Inc 21
275 SW Lost River RD
Stuart; FL 34997-6294

Frances J Pollaci (TR) 22
321 S Ocean DR
Fort Pierce; FL 34949-3255

Richard Naugle Jr 23
1821 Gulfstream AVE; Unit Apt B
Fort Pierce; FL 34949-2825

Frank J Celentano Jr 24
1815 Melaleuca DR
Fort Pierce; FL 34949-3415

Louise A Brannan 25
6802 Tulip ST
Philadelphia; PA 19135-2406

Robin Whisnant 26
PO Box 211523
Royal Palm Beach; FL 33421-1523

Ann Faith Harris 27
28 NE 2nd NE AVE
Atlanta; GA 30317-2621

Donald L Botterbusch 28
732 Granada ST
Fort Pierce; FL 34949-2822

Robert J O`Dell 29
702 S Ocean DR
Fort Pierce; FL 34949-3211

William E O`Dell 30
708 S Ocean DR
Fort Pierce; FL 34949-3211

William L Falkenhainer 31
423 Stobe AVE
Staten Island; NY 10306-5459

Boardwalk Condominium Association Inc 32
1100 Fort Pickens RD; Unit Apt A14
Gulf Breeze; FL 32561-3913

Marie Ortiz 33
715 S Ocean DR; Unit Apt A
Fort Pierce; FL 34949-3217

Judith Ross 34
3531 Eleven Mile RD
Fort Pierce; FL 34945-2502

Kenneth L Bradley 35
715 S Ocean DR; Unit Apt C
Fort Pierce; FL 34949-3217

Nicholas Alex Danaluk Jr 36
1425 SW Edinburgh DR
Port St Lucie; FL 34953-6531

Linda Lees 37
1927 Cypress AVE
Fort Pierce; FL 34949-3408

Augustus B Fort Jr 38
49 Woodland DR; Unit Apt 201
Vero Beach; FL 32962-3785

Rolf Hohlfeld 39
69 Sharon Mountain RD
Sharon; CT 06069-2405

Roger J Hites Sr 40
7515 Twin Buttes DR; Unit # D-10
Pueblo; CO 81004-9761

Ricky Keller 41
5036 State Road 52
Jeffersonville; NY 12748

Christopher E Ehrhart 42
715 S Ocean DR; Unit Apt K
Fort Pierce; FL 34949-3217

Iraida L Quintero 43
1404 19th Ave N
Lake Worth; FL 33460

Margarita D Chess 44
4180 N A1A Unit 401B
Fort Pierce; FL 34949

Sea Pointe Towers of Fort Pierce; a Condominium 45
801 South Ocean Drive #101
Fort Pierce; FL 34949

Craig A Walker 46
PO Box 29
Broomes Island; MD 20615-0029

Carol Kapostasy 47
801 S Ocean DR; Unit Apt 202
Fort Pierce; FL 34949-3380

Thomas Storer 48
18 Red Oak Way
Bridgewater; NJ 08807-2621

Philip J Hardwick 49
801S Ocean Dr Unit 204
Fort Pierce; FL 34949

Jesse Dowell 50
801 S Ocean DR; Unit Apt 205
Fort Pierce; FL 34949-3380

Joy H Lee 51
801 S Ocean Dr Apt 206
Fort Pierce; FL 34949-3380

John R Hawthorne 52
30 Church St
Bedford Hills; NY 10507

Olga M Bellekes 53
1031 Lakeshore Rd E
Oro-Medonte; ON L0L 1T0, Canada

Juan G Maya 54
10635 Ermine AVE
Boca Raton; FL 33428-4166

Eve-Marie Lacroix (LF EST) 55
801 S Ocean DR; Unit Apt 210
Fort Pierce; FL 34949-3315

G Jeffrey Vernis 56
884 US Hwy 1
North Palm Beach; FL 33408

Amina Chaoune 57
801 S Ocean Dr #302
Fort Pierce; FL 34949

Frank Edley (TR) 58
1427 Waterwood DR; Unit # 303
Lutz; FL 33559-6964

Anthony S Curatolo (EST) 59
801 S Ocean DR; Unit Apt 304
Fort Pierce; FL 34949-3380

Joanne Longo-Bates 60
801 S Ocean DR; Unit Apt: 305
Fort Pierce; FL 34949-3315

Ronald Farmer 61
801 S Ocean Dr Apt 306
Fort Pierce; FL 34949-3380

Barbara K Maddox 62
3519 Rabbits Foot TRL
Lexington; KY 40503-3745

Judy Secrest (LF EST) 63
801 S Ocean DR; Unit Apt 308
Fort Pierce; FL 34949-3380

Gilda M Mariani 64
72 Smithbridge Rd
Chester Heights; PA 19342-1462

Eugene H Miller 65
4459 Wickfield Cir
Flint; MI 48507-3758

Paul Taglieri 66
801 S Ocean Dr #401
Fort Pierce; FL 34949-3380

James R McDaniel 67
801 S Ocean DR; Unit Apt 402
Fort Pierce; FL 34949-3380

Dennis A Fein 68
801 S Ocean DR; Unit Apt 403
Fort Pierce; FL 34949-3380

Peter W Marovich 69
1801 Ols Eagle Lake Rd
Bartow; FL 33830

Elizabeth Berg 70
801 S Ocean Dr Apt 405
Fort Pierce; FL 34949-3380

Beverly Ginelli 71
801 S Ocean DR; Unit Apt 406
Fort Pierce; FL 34949-3380

Erskins L Searles Sr 72
801 S Ocean DR; Unit Apt 407
Fort Pierce; FL 34949-3380

Mary Chiffy 2014 Living Trust 73
23 Deerpath Dr
New Hartford; NY 13413

Barton J Hodge 74
801 S Ocean DR; Unit Apt 409
Fort Pierce; FL 34949-3381

Ralph Radtke 75
801 S Ocean DR; Unit Apt 410
Fort Pierce; FL 34949-3381

Adams Housing LLC 76
100 W Main ST; Unit Ste 203
Salisbury; MD 21801-4874

Sheer Garcia 77
801 S Ocean DR; Unit Unit 502
Fort Pierce; FL 34949-3381

Bernice Gundling 78
801 S Ocean Dr Apt 503
Fort Pierce; FL 34949-3381

James W Dristiliaris 79
801 S Ocean Dr Apt 504
Fort Pierce; FL 34949-3381

Sharon L Rogers 80
801 S Ocean DR; Unit Apt 505
Fort Pierce; FL 34949-3381

Charles V Lacroix 81
85 Cherry St
Spencer; MA 01562

Christopher G Helwig 82
PO Box 519
Bolivar; OH 44612-0519

George Tsiknas 83
60 Kossuth Pl
Wayne; NJ 07470-3542

John Dillon Jr 84
775 Sunset Dr
Eagan; MN 55123

Bruce W Kinggard 85
17120 SW 83rd Ct
Miami; FL 33157

Anthony Sorrenti (LF EST) 86
801 S Ocean DR; Unit Apt 601
Fort Pierce; FL 34949-3381

Lloyd J Welch (TR) 87
801 S Ocean DR; Unit Apt 602
Fort Pierce; FL 34949-3381

Nicholas G Vlachos (TR) 88
801 S Ocean Dr 603
Fort Pierce; FL 34949-3381

Rose C Kovary (LF EST) 89
297 Evergreen Ave
Huntington Station; NY 11746-4536

Gerald B Green 90
801 S Ocean DR; Unit Apt 606
Fort Pierce; FL 34949-3381

Alan E Maynard 91
801 S Ocean Dr Apt 607
Fort Pierce; FL 34949-3381

Dennis Fano 92
2219 SW Balata TER
Palm City; FL 34990-4331

Rocco Femia 93
44 S Hills Dr
New Hartford; NY 13413-3102

Doreen Moran 94
801 S Ocean DR; Unit Apt 610
Fort Pierce; FL 34949-3381

Peter J Graham (LF EST) 95
801 S Ocean Dr; Unit Apt 701
Fort Pierce; FL 34949-3381

J Fred Jackson (TR) 96
801 S Ocean DR; Unit Apt 702
Fort Pierce; FL 34949-3381

Patrick S Helwig 97
P O Box 613
Zoar; OH 44697

Charles Knepp 98
801 S Ocean DR; Unit Apt 704
Fort Pierce; FL 34949-3381

Fernando Saucier 99
801 S Ocean Dr Unit 705
Fort Pierce; FL 34949-3381

Philip A Capen 100
801 S Ocean Dr Unit 706
Fort Pierce; FL 34949-3381

Mary A Hakim 101
801 S Ocean DR; Unit Apt 707
Fort Pierce; FL 34949-3382

Mary Ann Durkin 102
8859 Manchester AVE
Philadelphia; PA 19152-1514

Phillip Preedy 103
40 Berwyn Rd
Richmond, TW10 585, United Kingdom

Audrey Mooney (LF EST) 104
801 S Ocean Dr # 710
Fort Pierce; FL 34949

Mike Stephens 105
1816 Winding Hill RD
Davenport; IA 52807-1309

John Bruyere 106
646 S Main ST; Unit Apt 3
Du Bois; PA 15801-1197

Elizabeth Mary Petermeier 107
801 S Ocean DR; Unit Apt 803
Fort Pierce; FL 34949-3382

Richard B Lounsberry 108
801 S Ocean Dr Unit 804
Fort Pierce; FL 34949-3382

Thomas B Mayfield 109
900 S Gay ST; Unit Fl 3
Knoxville; TN 37902-1810

Forrest C Barrett 110
801 S Ocean Dr Unit 806
Fort Pierce; FL 34949-3382

Charles T Day Jr (TR) 111
801 S Ocean DR; Unit Apt 807
Fort Pierce; FL 34949-3382

Nancy Lee McCaskill (TR) 112
801 S Ocean Dr # 808
Fort Pierce; FL 34949

Steven C Maldonado 113
815 Bayside Ln
Weston; FL 33326

Kathleen F Broe 114
801 S Ocean DR; Unit Apt 810
Fort Pierce; FL 34949-3382

Barbara Strafella 115
801 S Ocean DR; Unit Apt 901
Fort Pierce; FL 34949-3382

Richard Mentzel 116
11244 NW 10th Manor
Coral Springs; FL 33071

David Hudon 117
801 S Ocean DR; Unit Apt 903
Fort Pierce; FL 34949-3382

Daniel Dahill 118
11 Tupelo Ln
East Islip; NY 11730

Dolores E Semler 119
914 SE 25th TER; Unit Apt 905
Cape Coral; FL 33904-2916

Joan A Fereday 120
PO Box 455
Heathsville; VA 22473-0455

William Trewhella 121
801 S Ocean Dr Unit 907
Fort Pierce; FL 34949-3382

Anthony K Froitzheim 122
18 Windsor Rd
Baldwin; NY 11510-2944

Paul H Knight 123
31 Orchard Close
Grantham, NG31 8HD, United Kingdom

Arthur Demarchis (TR) C/O Westerly Marina 124
7 Westerly Rd
Ossining; NY 10562-4108

Graham Stikelether 125
801 S Ocean Dr Apt 1001
Fort Pierce; FL 34949-3382

Beverly D Butt (LF EST) 126
801 S Ocean DR; Unit Apt 1002
Fort Pierce; FL 34949-3382

William Below 127
801 S Ocean DR; Unit Apt 1003
Fort Pierce; FL 34949-3382

Mary M Hassel 128
801 S Ocean DR; Unit # PH104
Fort Pierce; FL 34949-3315

James D Epperlein 129
801 S Ocean DR; Unit Ph 105
Fort Pierce; FL 34949-3315

Lee E Keller 130
801 S Ocean Dr Apt 1006
Fort Pierce; FL 34949-3383

Anthony Stephen Reagan 131
801 S Ocean DR; Unit # PH107
Fort Pierce; FL 34949-3315

Sharon L Pellizzari 132
801 S Ocean DR; Unit Apt 1008
Fort Pierce; FL 34949-3383

Paul Marshall 133
801 S Ocean DR; Unit # PH109
Fort Pierce; FL 34949-3315

James G Brown Jr 134
4013 Glenridge St
Kensington; MD 20895-3708

Dean King 135
801 S Ocean DR; Unit Apt 1101
Fort Pierce; FL 34949-3383

Frank Blandino 136
900 Egret Ave
Fort Pierce; FL 34982-8323

Donna G Shepherd (TR) 137
801 S Ocean DR; Unit Apt 1103
Fort Pierce; FL 34949-3315

Heidi Elgert Dale 138
801 S Ocean DR; Unit # PH204
Fort Pierce; FL 34949-3315

Robert J Belgau 139
801 S Ocean DR; Unit Unit 1105
Fort Pierce; FL 34949-3383

Fannie Berg (TR) 140
801 S Ocean DR; Unit Apt 1106
Fort Pierce; FL 34949-3383

Eva G Heifetz (LF EST) 141
801 S Ocean DR; Unit Apt 1107
Fort Pierce; FL 34949-3383

Rodney B Merrifield 142
801 S Ocean DR; Unit Apt 1108
Fort Pierce; FL 34949-3383

Brenda L Wilson 143
801 S Ocean Dr #1109
Fort Pierce; FL 34949-3315

Cheryl Cassamasse 144
801 S Ocean DR; Unit Apt 1110
Fort Pierce; FL 34949-3383

Hoyt C Murphy Inc Realtors 145
2400 S Ocean Dr PH 4200 D
Fort Pierce; FL 34949-8002

Michelle D McMurtry 146
801 S Ocean Dr Apt 1202
Fort Pierce; FL 34949-3383

Lynne Callagy 147
801 S Ocean DR; Unit Apt 1203
Fort Pierce; FL 34949-3383

Jean A Knapp 148
801 S Ocean Dr Apt 1204
Fort Pierce; FL 34949-3383

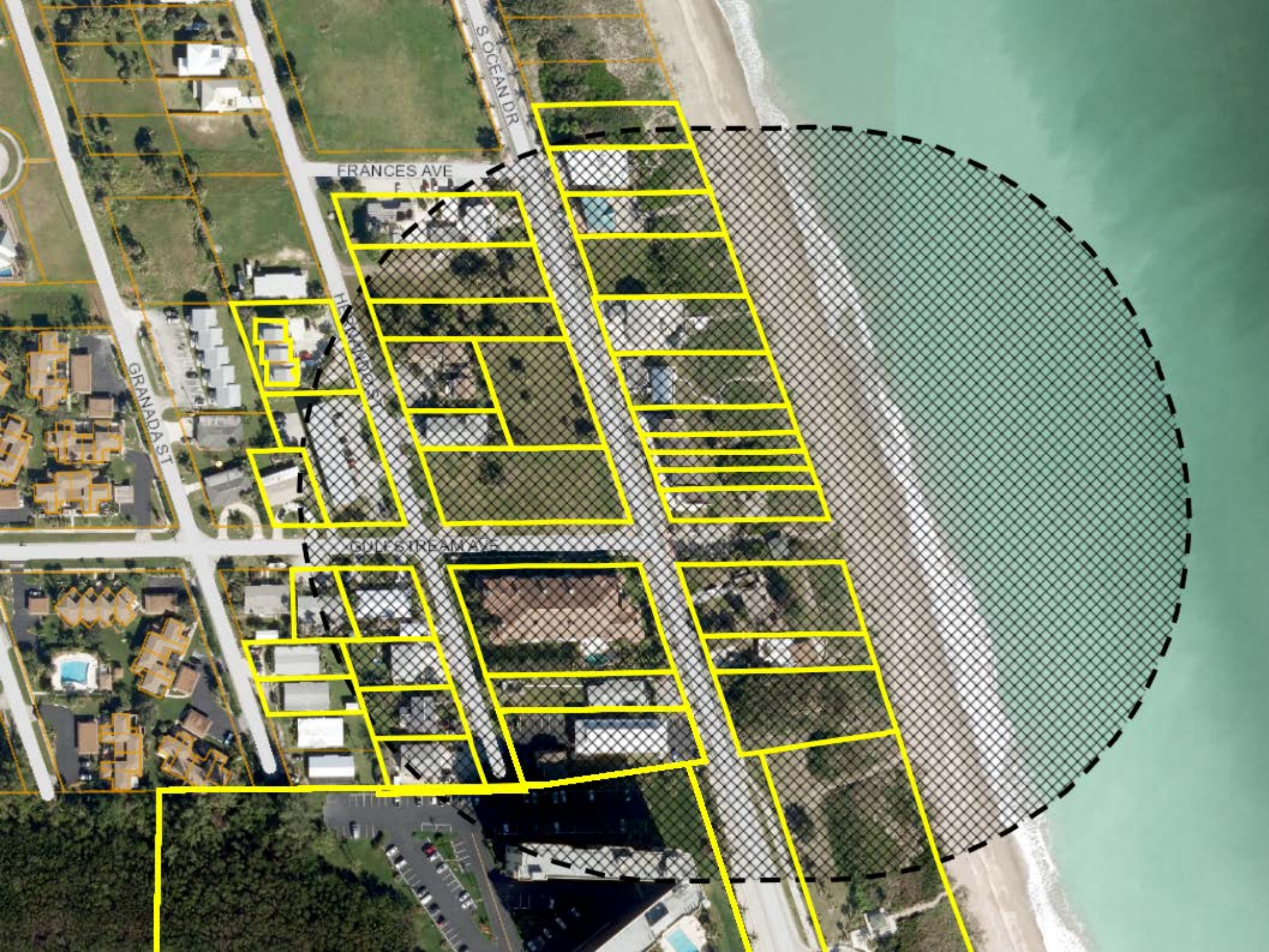
Timothy R Kline 149
801 S Ocean Dr # 1206
Fort Pierce; FL 34949-3383

David M Lamos 150
805 Delaware Ave
Fort Pierce; FL 34950

Robert B Russell 151
173 Lake Shore DR
Toronto, ON M8V 2A1, Canada

Richard E Jarvis 152
14 Pemberton TRL
Plymouth; MA 02360-3597

June E Cumings 153
801 S Ocean DR; Unit Apt 1210
Fort Pierce; FL 34949-3383


S OCEAN DR
FRANCES AVE
HOLLYWOOD ST
GRANADA ST
GULFSTREAM AVE

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St, Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

June 16, 2019

Subscribed and sworn to before on June 19, 2019:

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $151.32
Ad No: 0003628324
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Code Sections 22-75, 22-76, and 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 1, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1. Review and approval of an application for Conditional Use with No New Construction submitted by Property Owners, Thomas Gallagher & Thomas Gordon, & Applicant, Saint James Christian Academy, to operate a 6th- 12th grade school, located at 2810 & 2838 South US Highway 1 in Fort Pierce, FL. The property is zoned General Commercial (C-3) Parcel ID: 2422-314-0004-000-4 & 2422-314-0003-000-7

2. Application for Conditional Use with No New Construction submitted by property owner, Galleria at Downtown Fort Pierce LLC, to establish Commercial Parking Lot at 120 N Depot Drive, Fort Pierce, FL. The property is zoned Central Commercial (C-4), Parcel ID: 2410-503-0077-000-9.

3. Review and approval of an application for Conditional Use with New Construction submitted by property owner Lawrence Drulard, for new construction located seaward of the Coastal Construction Control Line (CCCL) at 620 S. Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R4-A) Parcel ID: 2401-503-0002-400-9.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 6/16/2019
Pub: June 16, 2019 TCN 3628324

City Commission Regular Meeting **12.c.**

Meeting Date: 07/01/2019

Re: Conditional Use - Synergy School of Tomorrow - 2810 & 2838 South US Highway 1

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction submitted by the Property Owners, Thomas Gallagher & Thomas Gordon, & Applicant, Saint James Christian Academy, to operate a 6th-12th grade school, located at 2810 & 2838 South US Highway 1 in Fort Pierce, FL. The property is zoned General Commercial (C-3) & the Parcel ID: 2422-314-0004-000-4 & 2422-314-0003-000-7.

SUMMARY:

- In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Synergy School of Tomorrow / St. James Christian Academy) at the former site of Virginia College on South US Highway 1.
- The proposed private school will be specifically located in a 2-story building at 2810 & 2838 South US Highway 1. The subject property is zoned C-3, General Commercial with a Land Use Designation of GC, General Commercial.
- The school will open for the 2019-2020 school year serving grades six through twelve with a maximum number of 500 students. The operational hours are anticipated to be from 7:00 AM until 6:00 PM, Monday through Friday. The student dismissal time will be 3:00 PM.
- The Planning Board at their meeting on June 11, 2019 voted 6-0 to recommend approval of the item as presented by staff.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approve with Alternate Conditions
Disapproval

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee
Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

---

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Revised Application
Original Application & Supporting Documents
Revised Bus Route Plan
Aerial Map
Zoning Map
Future Land Use Map
TRC Comments
Public Notification Certification
Notification of Mailing
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/24/2019 05:10 PM

Form Started By: Brandon Creagan
Started On: 06/19/2019 12:32 PM
Final Approval Date: 06/24/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

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

FROM: Brandon Creagan, LEED Green Associate, Planner

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

RE: **Application for Conditional Use with No New Construction**
Synergy School of Tomorrow (St. James Christian Academy)
2810 & 2838 South US Highway 1

BOARD DATE: July 1, 2019

STAFF REPORT

Property Owner/Applicant: Thomas P. Gallagher & Thomas D. Gordon
11300 West Olympic Boulevard
Los Angeles, CA 90064

Representative: Saint James Christian Academy
10799 Southwest Civic Lane
Port Saint Lucie, FL 34987

Requested Action: Approval of a Conditional Use with No New Construction to operate a private 6-12 school

Site Location: 2810 & 2838 South US Highway 1

Parcel ID: 2422-314-0004-000-4 & 2422-314-0003-000-7

Parcel Size: 5.337 acres

Current Zoning: C-3, General Commercial

Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
R-4 / C-3	C-3	C-3	C-3

Staff Analysis:

In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Synergy School of Tomorrow / St. James Christian Academy) at the former site of Virginia College on South US Highway 1. Section 22-22 of the City Code requires that properties zoned C-3 that wish to have Elementary, Middle, or High Schools must first obtain a Conditional Use approval from City Commission. The previous school, Virginia College, was granted a Conditional Use for a College or University. Because this proposed private 6-12 grade school is not considered a College or University, a new Conditional Use approval is needed.

The proposed private school will be specifically located in a 2-story building at 2810 & 2838 South US Highway 1. The subject property is zoned C-3, General Commercial with a Land Use Designation of GC, General Commercial. The properties to the north, south, east, and west are all zoned C-3, General Commercial, with the exception of the multi-family development immediately to the northeast which is zoned R-4, Medium Density Residential.

The school will open for the 2019-2020 school year serving grades six through twelve with a maximum number of 500 students. The operational hours are anticipated to be from 7:00 AM until 6:00 PM, Monday through Friday. The student dismissal time will be 3:00 PM. There will opportunities for both parent and bus drop-offs and pick-ups in two separate areas of the campus. Given the spectrum of school grades accommodated, a parking area for both staff and junior/senior students is being provided. Ingress and egress to and from the site will be limited to three curb cuts connecting to South US Highway 1. Students and staff will also have an opportunity to bicycle to the campus with racks provided for this purpose.

The building is not designated as a historic structure. Planning staff notes that the landscaping and lighting on the site is sufficient and no additional improvements will be required. Any signs that will be placed on the building or onsite will only require a permit to be granted through the Building Department.

Technical Review Committee:

All affected Departments have reviewed the submittals and have recommended conditional approval and provided comments regarding the proposed private 6-12 school based on compliance with the requirements of the City Code.

Planning Board:

The Planning Board at their meeting on June 11, 2019 voted 6-0 to recommend approval of the request as presented by staff.

Public Notification:

16 letters were sent out to property owners within 500 feet of the subject property. As of June 19, 2019 no letters have been returned. An update will be given at the City Commission meeting.

Staff Recommendation:

In finding of consistency with the Land Development Code and compatibility with the City's Comprehensive Plan, Staff recommends that the City Commission **APPROVE** the Application for Conditional Use with No New Construction to operate a private 6-12 school that will accommodate a maximum of five hundred (500) students.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 2810 & 2838 S US Highway 1 Fort Pierce FL 34982

Parcel ID #(s) 2422-314-0004-000-4 & 2422-314-0003-000-7

Project description Synergy School of Tomorrow 6th - 12th Junior College

Thomas P Gallagher & Thomas D Gordon	Saint James Christian Acadmey
Property Owner(s)	**Applicant/Representative, Title, Company**
11300 W Olympic, Blvd St 770	10799 SW Civic Lane
Street Address	Street Address
Los Angeles CA 90064	Port Saint Lucie FL 34987
City State Zip	City State Zip
310-444-7810	772-979-4223
Phone Number	Phone Number
TomDG@bsl-cc.com	donnelyn.khourie@fscak12.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.*

Thomas D. Gordon Thomas P. Gallagher

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by

_____ who is personally known to me or has produced

_____ as identification.

_____

Signature of Notary (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

_____

_____

_____

Fees_____ Control #_____ B. Permit #_____

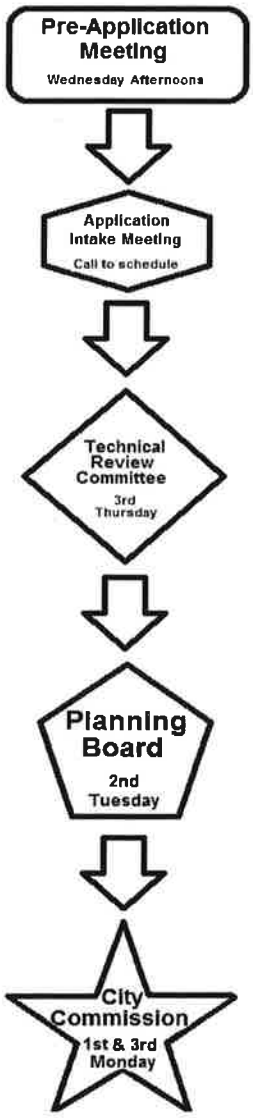
Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑ As-built survey;
  - ❑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑ Lighting plan
- ❑ Complete, notarized application

Application Outlook



Application Type:

- ■ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 76,934 Parking Spaces: 304

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Multi-Family	Retail	Retail	Retail

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

On May 28, 2019 (Date) before me, LANNIE L. WILLIS, a Notary Public (Here Insert Name and Title of the Officer),

personally appeared THOMAS D. GORDON and THOMAS P. GALLAGHER (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LANNIE L. WILLIS
Notary Public – California
Los Angeles County
Commission # 2231328
My Comm. Expires Mar 15, 2022

Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lannie L. Willis (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Conditional Use - No New Construction

Document Date: May 28, 2019 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location_____

Parcel ID #(s)_____

Project description_____

Property Owner(s)

Street Address

City State Zip

Phone Number

Email Address

Applicant/Representative, Title, Company

Street Address

City State Zip

Phone Number

Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

_____

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by

_____ who is personally known to me or has produced

_____as identification.

_____

Signature of Notary (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

_____

_____

_____

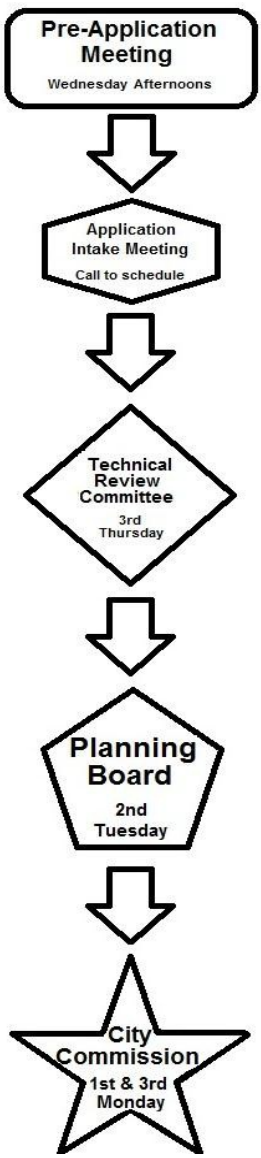
Intake Date Stamp

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  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑As-built survey;
  - ❑Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑Lighting plan
- ❑ Complete, notarized application

Application Outlook



Application Type:

- ❑ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

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(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

May 21st, 2019

Brandon Creagan, MCRP, LEED Green Associate
City of Fort Pierce Planning
100 North US 1 Fort Pierce, FL 34950

Conditional Use Application for 2810 S US 1

Mr. Creagan,

Saint James Christian Academy the parent company of Synergy School of Tomorrow 6th-12th Junior College is currently in the process of purchasing the property at 2810 S US Highway 1 in Fort Pierce. We have a signed contract to purchase the property and we are awaiting final approvals from the lending company.

During the process it was discovered the current usage would not support a 6th 12th Junior College. We are in the process of submitting a Conditional Use application, but due to the owner not being located locally it will take some time for him to sign the actual application.

Per our conversation I have attached the current short term lease and sales contract showing that Saint James Christian Academy is in the process of purchasing the property.

We are requesting that you move this Conditional use application thru your internal departments prior to obtaining signed conditional use application to help facilitate it getting to the June 11th Planning Board meeting and the July 1st City Commission meeting. It is our understanding that we must have the signed application in your hands prior to the June 11th Planning Board meeting

We are very thankful for your help in this process.

Please feel free to contact me if you have any questions.

Sincerely,

Donnelyn Khourie
Donnelyn.khourie@fscak12.com
Saint James Christian Academy
(772)979-4223

5200 Oleander Ave.
Fort Pierce, FL 34982
(772)-801-5522
www.fscacademy.com

SYNERGY School of Tomorrow

Junior College

2019-2020 Classes

High School

Core Classes

Algebra 1
Algebra 2
Geometry
Pre-calculus
World History and Geography
American History
American Government
Economics
World View
Old Testament Survey
New Testament Survey
Earth Science
Biology
Chemistry
Physics
Anatomy
English 1
English 2
English 3
English 4

Electives

Under Biology:
Nutrition with Culinary and Dietetics
Hematology and Infection Control
Phlebotomy (possibly)

Child Care - 40 hour certification ending in work study in preschool
Introduction to Horticulture

Under Biology/Anatomy:
Health Care-including patient care and more as a precursor to CNA, RN, etc.
Telemetry Monitor - learning use of EKG
Self Care/Body Mechanics
Sports Medicine
Hippa/Ocea/Bloodborne Pathogens
Introduction to Physical Therapy/Occupational Therapy

Under Chemistry:
Introduction to Pharmacy

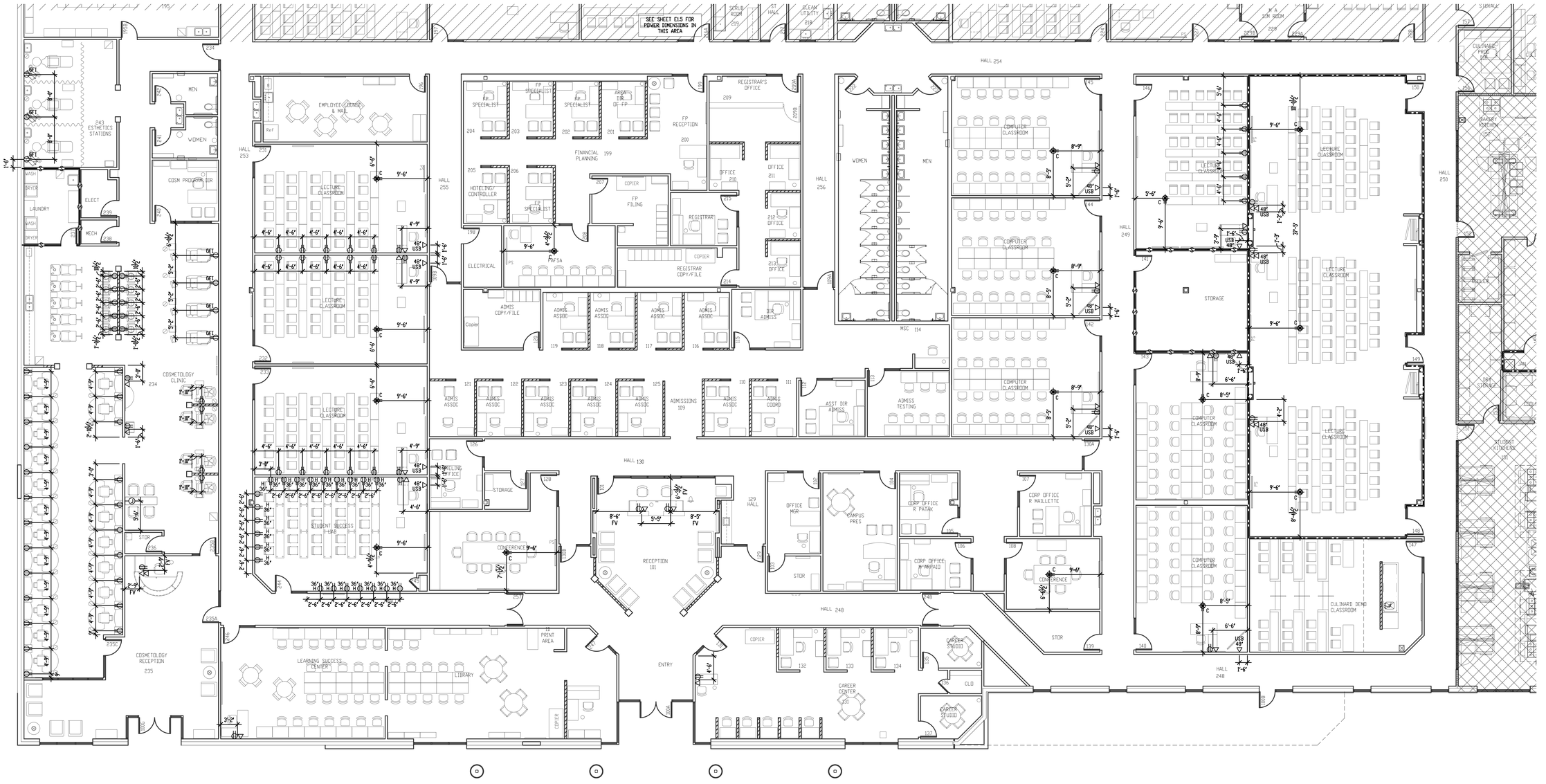
Under History/Government:
Criminal Justice

Stand-alone classes:

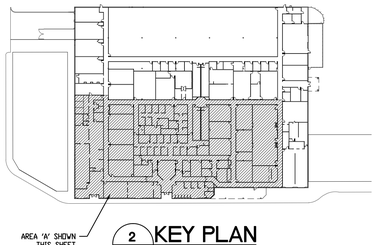
Technology:
Introduction to Technology

Middle School

Technology:
M/J Computer Science Discoveries #0200000



1 E1.4 AREA 'A' FLOOR PLAN - POWER DIMENSIONS
SCALE: 1/8" = 1' - 0"



2 E1.4 KEY PLAN
SCALE: NONE

NOTE:

THE DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON INFORMATION RECEIVED FROM TENANT. COORDINATE ALL RECEPTACLE DIMENSIONS WITH ARCHITECT & TENANT PRIOR TO BEGINNING WORK. FOR CLARIFICATION, NON-DIMENSIONED RECEPTACLES ARE OMITTED FROM THIS PLAN. SEE POWER PLANS FOR FULL RECEPTACLE LAYOUT AND CIRCUITING INFORMATION.

WALL TYPES AND RATINGS LEGEND

REFER TO ARCHITECTURAL SHEETS FOR MORE INFORMATION ON RATINGS AND ADDITIONAL RATED CONSTRUCTIONS INCLUDING COLUMNS WHERE APPLICABLE. PROTECT ALL RATED CONSTRUCTIONS AS REQUIRED.

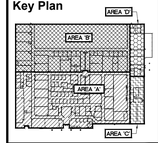
- EXISTING WALL TO REMAIN
- NEW WALL TO BE CONSTRUCTED
- NEW PARTIAL HEIGHT WALL TO BE CONSTRUCTED
- WALL TO DECK
- ONE HOUR FIRE BARRIER
- SMOKE PARTITION

ROB WALKER ARCHITECTS,LLC
2229 FIRST AVE. SOUTH
SUITE 110
BIRMINGHAM, ALABAMA
35233
T-205.254.3212
F-205.254.3269

CRENSHAW CONSULTING GROUP
FL LICENSE #35642
3616 Beth Street, Suite 200
Raleigh, North Carolina 27609
919-871-1270 Fax: 871-9600

Virginia College in Fort Pierce

Key Plan



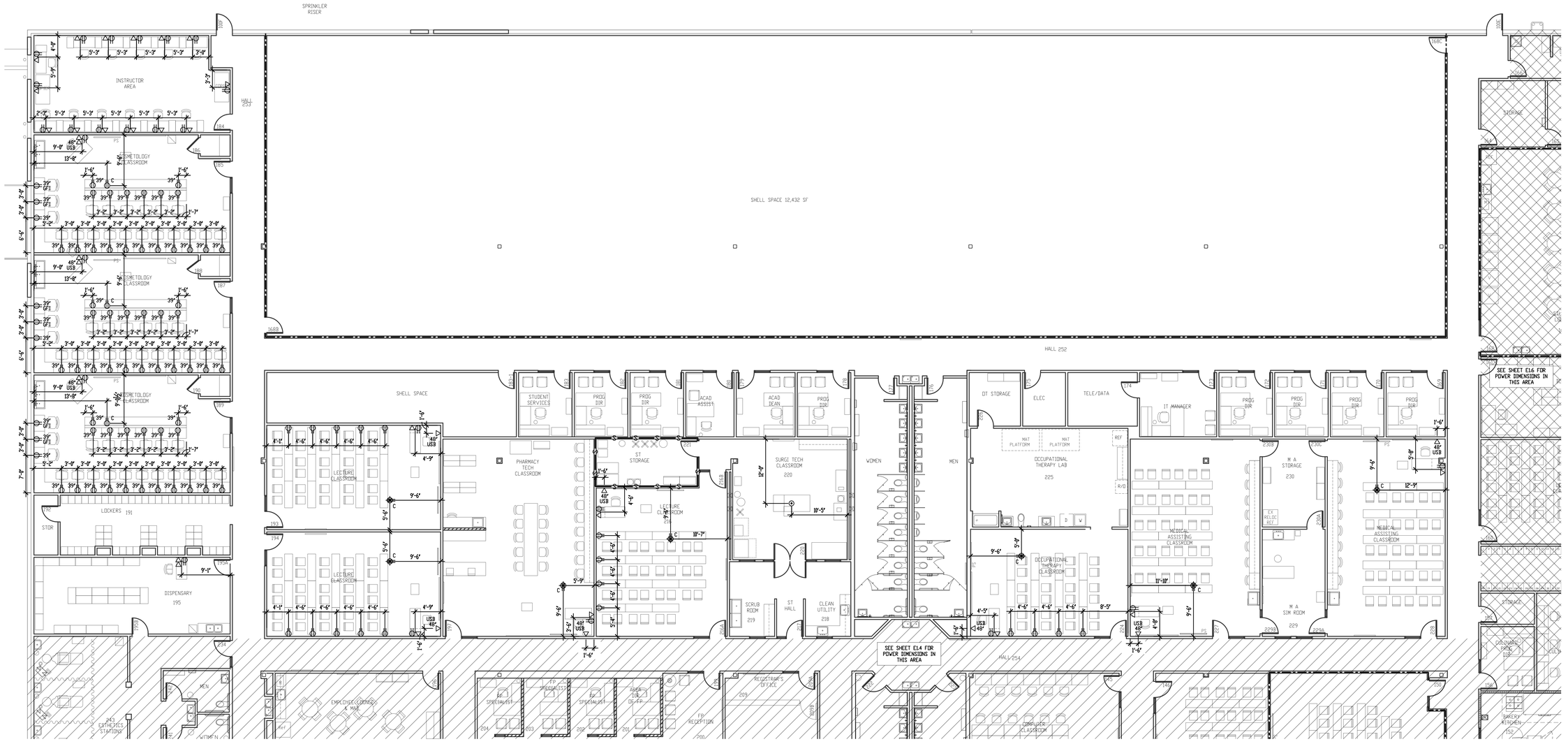
Virginia College in Fort Pierce, FL
2810 FEDERAL HIGHWAY
FORT PIERCE, FL

CONSTRUCTION DOCUMENTS

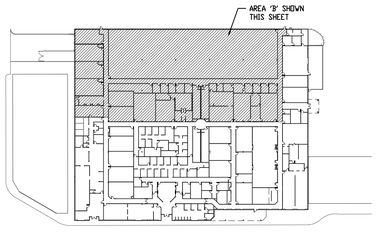
PROJECT NO.: 5005.78
ISSUED: 07/09/12

AREA 'A' FLOOR PLAN - POWER DIMENSIONS

E1.4



1 E1.5 AREA 'B' FLOOR PLAN - POWER DIMENSIONS
SCALE: 1/8" = 1' - 0"



2 E1.5 KEY PLAN
SCALE: NONE

NOTE:

THE DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON INFORMATION RECEIVED FROM TENANT. COORDINATE ALL RECEPTACLE DIMENSIONS WITH ARCHITECT & TENANT PRIOR TO BEGINNING WORK. FOR CLARIFICATION, NON-DIMENSIONED RECEPTACLES ARE OMITTED FROM THIS PLAN. SEE POWER PLANS FOR FULL RECEPTACLE LAYOUT AND CIRCUITING INFORMATION.

WALL TYPES AND RATINGS LEGEND

REFER TO ARCHITECTURAL SHEETS FOR MORE INFORMATION ON RATINGS AND ADDITIONAL RATED CONSTRUCTIONS INCLUDING COLUMNS WHERE APPLICABLE. PROTECT ALL RATED CONSTRUCTIONS AS REQUIRED.

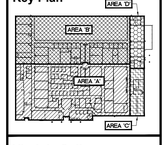
- EXISTING WALL TO REMAIN
- NEW WALL TO BE CONSTRUCTED
- NEW PARTIAL HEIGHT WALL TO BE CONSTRUCTED
- WALL TO DECK
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Virginia College in Fort Pierce

Key Plan



Virginia College in Fort Pierce, FL
2810 FEDERAL HIGHWAY
FORT PIERCE, FL

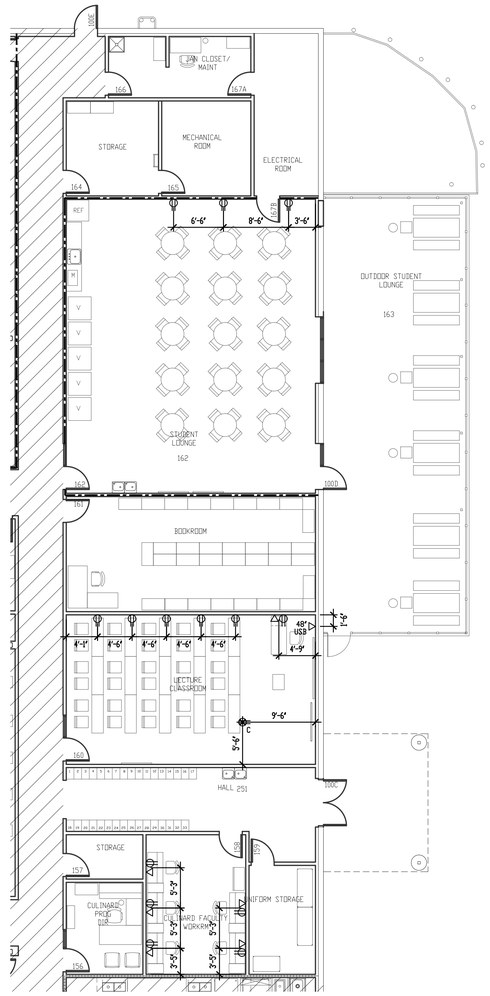
CONSTRUCTION DOCUMENTS

PROJECT NO.: 5005.78
ISSUED: 07/09/12

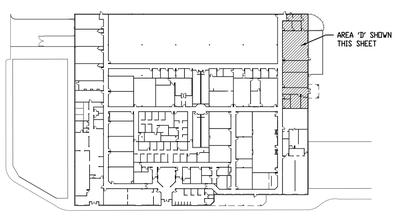
AREA 'B' FLOOR PLAN - POWER DIMENSIONS

E1.5

THESE DRAWINGS WILL BE AT THE SCALE INDICATED WHEN PLOTTED AT 30" X 42"



1 E1.6 AREA 'D' FLOOR PLAN - POWER DIMENSIONS
SCALE: 1/8" = 1' - 0"



2 E1.6 KEY PLAN
SCALE: NONE

NOTE:

THE DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON INFORMATION RECEIVED FROM TENANT. COORDINATE ALL RECEPTACLE DIMENSIONS WITH ARCHITECT & TENANT PRIOR TO BEGINNING WORK. FOR CLARIFICATION, NON-DIMENSIONED RECEPTACLES ARE OMITTED FROM THIS PLAN. SEE POWER PLANS FOR FULL RECEPTACLE LAYOUT AND CIRCUITING INFORMATION.

WALL TYPES AND RATINGS LEGEND

REFER TO ARCHITECTURAL SHEETS FOR MORE INFORMATION ON RATINGS AND ADDITIONAL RATED CONSTRUCTIONS INCLUDING COLUMNS WHERE APPLICABLE. PROTECT ALL RATED CONSTRUCTIONS AS REQUIRED.

- EXISTING WALL TO REMAIN
- NEW WALL TO BE CONSTRUCTED
- NEW PARTIAL HEIGHT WALL TO BE CONSTRUCTED
- WALL TO DECK
- ONE HOUR FIRE BARRIER
- SMOKE PARTITION

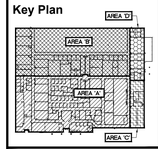
No. 62666
STATE OF FLORIDA
PROFESSIONAL ENGINEER
7-9-12

ROB WALKER ARCHITECTS,LLC
2229 FIRST AVE. SOUTH
SUITE 110
BIRMINGHAM, ALABAMA
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CRENSHAW CONSULTING GROUP
FL LICENSE #35642
3616 South Miami Blvd, Suite 300
Raleigh, North Carolina 27709
919-671-1070 Fax: 671-0020

Virginia College in Fort Pierce

Key Plan



Virginia College in Fort Pierce, FL
2810 FEDERAL HIGHWAY
FORT PIERCE, FL

CONSTRUCTION DOCUMENTS

PROJECT NO.: 5005.78
ISSUED: 07/09/12

AREA 'D' FLOOR PLAN - POWER DIMENSIONS

E1.6

THESE DRAWINGS WILL BE AT THE SCALE INDICATED WHEN PLOTTED AT 30" X 42"

DESCRIPTION:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 03' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. I, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83-FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND AS SET FORTH IN O.R. BOOK 85 PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388 PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND, BEING 25 FEET IN WIDTH, IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA, LYING 12.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 1 AND THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 22, THENCE RUN SOUTH 89°20' EAST ALONG SAID QUARTER SECTION LINE 820.5 FEET, THENCE RUN SOUTH 0°03' WEST 75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 0°03' WEST 678.2 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE PROPERTY CONVEYED TO JAN A. WOLF, SR., AS TRUSTEE, BY VIRTUE OF THAT CERTAIN DEED DATED JULY 13, 1982 AND RECORDED JULY 23, 1982 IN O. R BOOK 380, PAGE 2361, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WHICH IS MORE PARTICULARLY DESCRIBED IN SAID EASEMENT OVER ANY PORTION OF THE SUBJECT PROPERTIES DESGINATED AS ROADWAY OR RIGHT OF WAY.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00 " WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797. PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO.1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND AS SET FORTH IN O.R. BOOK 85. PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380 PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS THE LANDS SET FORTH IN EXHIBIT A AND EXHIBIT B OF SAID DECLARATION

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND, BEING 25 FEET IN WIDTH, IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA, LYING 12.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 1 AND THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 22, THENCE RUN SOUTH 89°20' EAST ALONG SAID QUARTER SECTION LINE 820.5 FEET, THENCE RUN SOUTH 0°03' WEST 75 FEET TO TI-IE POINT OF BEGINNING, THENCE CONTINUE SOUTH 0°03' WEST 678.2 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE PROPERTY CONVEYED TO JAN A. WOLF, SR., AS TRUSTEE, BY VIRTUE OF THAT CERTAIN DEED DATED JULY 13, 1982 AND RECORDED JULY 23, 1982 IN O.R BOOK 380, PAGE 2361, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398. PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWST ONE QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 1; THENCE SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 995.20 FEET; THENCE SOUTH 89°20'00" EAST, PARALLEL WITH SAID QUARTER SECTION LINE, A DISTANCE OF 83.00 FEET; THENCE CONTINUE SOUTH 89°20'00" EAST, A DISTANCE OF 118.32 FEET; THENCE SOUTH 62°46'06" EAST, A DISTANCE OF 38.13 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 62°46'06" EAST, A DISTANCE OF 18.87 FEET: THENCE SOUTH 00°40'00" WEST, A DISTANCE OF 14.06 FEET; THENCE NORTH 36°11'48" WEST, A DISTANCE OF 28.11 FEET TO THE POINT OF BEGINNING.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423 PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA WHICH IS MORE PARTICULARLY DESCRIBED IN SAID EASEMENT OVER ANY PORTION OF THE SUBJECT PROPERTIES DESGINATED AS ROADWAY OR RIGHT OF WAY.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423 PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UTILITY EASEMENT: A PARCEL OF LAND LYING IN THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U S HIGHWAY NO. 1; THENCE SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89°20'00" EAST PARALLEL WITH SAID QUARTER SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING (POB): THENCE CONTINUE SOUTH 89°20'00" EAST, A DISTANCE OF 100.10 FEET; THENCE SOUTH 82°29'05" WEST, A DISTANCE OF 100.97 FEET; THENCE NORTH 00°03'00" EAST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING (POB)

DRAINAGE EASEMENT: A STRIP OF LAND BEING 12 FEET IN WIDTH, LYING IN THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID STIRIP OF LAND LYING 6 FEET EACH SIDE OF, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING SPECIFICALLY DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89°20'00" EAST, PARALLEL WITH SAID QUARTER SECTION LINE, A DISTANCE OF 343.87 FEET FOR A POINT OF BEGINNING (P.O.B): THENCE SOUTH 00°40'00" WEST A DISTANCE OF 71.00 FEET TO THE END OF THE SPECIFICALLY DESCRIBED LINE.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839. PAGE 984 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN SAID AGREEMENT AS PARKING & ACCESS EASEMENT NO. 3; ACCESS EASEMENT NO. 1; AND ACCESS EASEMENT NO. 2 ON EXHIBIT C AND EXHIBIT D AND PARKING CONFIGURATION ON EXHIBIT E.

Property surveyed and shown hereon is the same property as described in title commitment number 702496, dated March 11, 2019, prepared by Old Republic National Title Insurance Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 702496, DATED MARCH 11, 2019.
SCHEDULE B - SECTION 2, EXCEPTIONS PERTAINING TO THIS SURVEY

5. Access Easement contained in instrument recorded September 30, 1982, under O.R. Book 384 Page 2727, Public Records of Saint Lucie County, Florida. (as to Parcel II) PLOTTED HEREON.

6. Easement in favor of Fort Pierce Utilities Authority of the City of Fort Pierce recorded in O.R. Book 441, Page 751, Public Records of Saint Lucie County, Florida, providing for easement for utilities. (as to Parcel II) AFFECTS PARCEL 2, HOWEVER EASEMENT LOCATION IS BASED ON EXISTING FACILITIES. UNDERGROUND UTILITIES NOT LOCATED, THEREFORE EASEMENT CANNOT BE PLOTTED.

7. Easement Agreement recorded in O.R. Book 1167, Page 1336, Public Records of Saint Lucie County, Florida, providing for ingress and egress. (as to Parcel II) PLOTTED HEREON.

8. Terms and conditions of that certain Revocable License Agreement recorded in O.R. Book 3474, Page 2433, as affected by Revocable License Agreement recorded in O.R .Book 3624, Page 2149, Public Records of Saint Lucie County, Florida, providing for the installation of sign, landscaping, irrigation and electric. (as to Parcel I) REFERRED TO HEREON.

9. Terms and conditions set forth in that certain easement recorded in O.R. Book 191, Page 75, as affected by O. R. Book 214, Page 2247, Public Records of Saint Lucie County, Florida, providing for ingress and egress and sign easement. (as to Parcel II) PLOTTED HEREON. (SEE DETAIL A)

10. Easement for non exclusive easement for ingress egress recorded in O.R. Book 191 Page 99, Public Records of Saint Lucie County, Florida. (as to Parcel II) DOES NOT AFFECT THE SUBJECT PROPERTY.

11. Terms and conditions set forth in Easement for ingress, egress, parking and paving as recorded in O.R. Book 85, Page 576, Public Records of Saint Lucie County, Florida. (as to Parcels I and II) PLOTTED HEREON.

12. Terms and conditions of that certain Drainage Easement as recorded in O.R. Book 388. Page 1393, Public Records of Saint Lucie County, Florida, which provides for constructing, installing, maintaining and operating an underground drainage culvert. (as to Parcel I) PLOTTED HEREON. (SEE DETAIL B)

13. Declaration of Ingress and Egress as recorded in O.R. Book 423. Page 372, Public Records of Saint Lucie County, Florida. (as to Parcels I and III) PLOTTED HEREON. (SEE DETAIL B)

14. Terms and conditions set forth in Declaration of Ingress and Egress recorded in O.R. Book 380, Page 2398, Public Records of Saint Lucie County, Florida. (as to Parcel II) PLOTTED HEREON. (SEE DETAIL A)

15. Terms and conditions of that certain Easement Agreement recorded in O.R. Book 398, Page 394, Public Records of Saint Lucie County, Florida, providing for non exclusive easement for the purposes of locating, establishing, constructing, maintaining, operating, and repairing storm drainage line. (as to Parcel II) PLOTTED HEREON.

16. Terms and conditions of that ce1iain Easement Agreement recorded in O.R. Book 423, Page 379, Public Records of Saint Lucie County, Florida, providing for locating, inspecting, maintaining, operating, and repairing sewer force main. (as to Parcels I and II) PLOTTED HEREON.

17. Reciprocal Easement Agreement recorded in O.R. Book 839, Page 984, Public Records of Saint Lucie County, Florida, providing for ingress, egress, access and parking. (as to Parcels I and II) PLOTTED HEREON.

18. Rights of Medical Career Center, Inc. Lessee, under an unrecorded lease entered into with OHS VC II, LLC ("Lessor") dated as of April 12, 2012, as amended by that certain First Amendment to Lease Agreement dated as of August 24, 2012 and all patties claiming by, through or under said Lessee as assigned to Thomas P. Gallagher and Thomas D. Gordon, as co-trustees of the Don Levin Trust dated August 30, I 991, as amended, as Lessor by
Assignment and Assumption of Lease dated October 14, 2013.
DOCUMENT NOT PROVIDED.

MISCELLANEOUS NOTES AND SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY BOUNDARY LINE OF THE SUBJECT PROPERTY BEING N 89°20'00" W, AS PER THE LEGAL DESCRIPTION.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. ALL UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE. ANY UTILITIES NOT SHOWN ARE LACKING SURFACE EVIDENCE TO MAKE A DETERMINATION OF LOCATION IN THE FIELD.
4. THE ORIGINAL DRAWING FROM WHICH THIS COPY WAS MADE IS AT THE SCALE SHOWN HEREON, HOWEVER IN THE PROCESS OF REPRODUCTION, THIS SCALE MAY BE SLIGHTLY REDUCED, ENLARGED, OR OTHERWISE DISTORTED FROM ITS ORIGINAL SCALE.
5. THIS SURVEY WAS PREPARED USING CONVENTIONAL SURVEYING METHODS AND NONE OF THE METHODOLOGY ALLOWED UNDER NO. 15 OF TABLE A OF THE 2016 ALTA/NSPS SURVEYING REQUIREMENTS WAS UTILIZED IN THE PREPARATION OF THIS SURVEY.
6. UNLESS OTHERWISE SHOWN ON SURVEY:

(A) THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

(B) THERE IS NO OBSERVABLE EVIDENCE NOR INFORMATION PROVIDED INDICATING CHANGES IN STREET RIGHT OF WAY LINES.

(C) THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

(D) THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.

7. NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.

FLOOD ZONE:

AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 120286 0187 J, DATED FEBRUARY 16, 2012, THE SUBJECT PROPERTY LIES IN ZONE "X", BY SCALE LOCATION ONLY.

LAND AREA:

THE LAND AREA OF PARCEL 1 IS 43,577 SQUARE FEET OR 1.000 ACRES.
THE LAND AREA OF PARCEL 2 IS 188,895 SQUARE FEET OR 4.337 ACRES.
THE TOTAL LAND AREA IS 232,472 SQUARE FEET OR 5.337 ACRES.

SOURCE OF ZONING DATA:

THE CITY OF FT. PIERCE, FLORIDA ZONING DEPARTMENT
PHONE: 772-467-3729

ZONING:

THE CURRENT ZONING IS C-2 (GENERAL COMMERCIAL).
THE CURRENT ZONING ALLOWS FOR THE CURRENT USE AS A CONDITIONAL USE.

BUILDING SETBACK REQUIREMENTS:

FRONT 25 FEET
SIDE 15 FEET ABUTTING A PUBLIC RIGHT OF WAY OR RESIDENTIAL AREA

BUILDING HEIGHT RESTRICTION:

65 FEET

PARKING SPACE TABLE:

REGULAR PARKING SPACES:	296
HANDICAP PARKING SPACES:	8
TOTAL:	304

PARKING SPACE REQUIREMENTS:

THE USE AS A COLLEGE IS UNLISTED IN THE PARKING REQUIREMENTS FOR THE CITY OF FT. PIERCE. ARTICLE IV, SECTION 22-60(3) UNLISTED USES OF THE LAND DEVELOPMENT CODE APPLIES TO THE SUBJECT PROPERTY.

Because there may be a need for interpretation of the applicable zoning codes, we refer you to the City of Ft. Pierce, Florida and the applicable zoning codes.

BUILDING AREA:

EXTERIOR FOOT PRINT ON PARCEL I AT GROUND FLOOR IS 2,976 SQUARE FEET.
EXTERIOR FOOT PRINT ON PARCEL II AT GROUND FLOOR IS 73,958 SQUARE FEET.
TOTAL EXTERIOR FOOT PRINT AT GROUND FLOOR IS 76,934 SQUARE FEET.

ACCESS NOTE:

ACCESS TO PARCEL I OF THE SUBJECT PROPERTY IS VIA EASEMENTS SET FORTH IN SCH. B-2, EXC. NOS. 7, 11 AND 13 FROM PUBLIC RIGHT OF WAY OF SOUTH U.S. HIGHWAY 1.

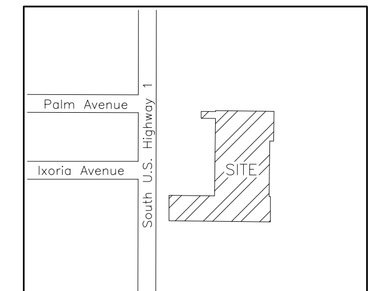
ACCESS TO PARCEL II OF THE SUBJECT PROPERTY IS VIA EASEMENTS SET FORTH IN SCH. B-2, EXC. NOS. 7, 11 AND 17 FROM PUBLIC RIGHT OF WAY OF SOUTH U.S. HIGHWAY 1.

ENCROACHMENTS:

THERE ARE NO APPARENT ENCROACHMENTS.

ACCESS TO PARCEL I OF THE SUBJECT PROPERTY IS VIA EASEMENTS SET FORTH IN SCH. B-2, EXC. NOS. 9, 16, 19, 24 AND 27 FROM PUBLIC RIGHT OF WAY OF SOUTH U.S. HIGHWAY 1.

ACCESS TO PARCEL II OF THE SUBJECT PROPERTY IS VIA EASEMENTS SET FORTH IN SCH. B-2, EXC. NOS. 9, 21 AND 24 FROM PUBLIC RIGHT OF WAY OF SOUTH U.S. HIGHWAY 1.



2810 South U.S. Highway 1
Ft. Pierce, FL
VICINITY MAP
NOT TO SCALE

CERTIFICATION

To: St. James Christian Academy, Inc., Attorneys' Title Fund Services, LLC, Old Republic National Title Insurance Company and Rickey L. Farrell, Attorney at Law PA.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a) ,6(b), 7(a), 7(b1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18 and 20 of Table A thereof. The fieldwork was completed on March 20, 2019.

Date of Plat or Map: March 20, 2019

DAVID A. BRIGGS
PROFESSIONAL SURVEYOR AND MAPPER
NO. 5890
STATE OF FLORIDA

DAVID A. BRIGGS • CERTIFICATE No. 5890 STATE OF FLORIDA • REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

"ALTA/NSPS LAND TITLE SURVEY"
PREPARED FOR:

MARK	DATE	REVISION	BY	AP'V'D

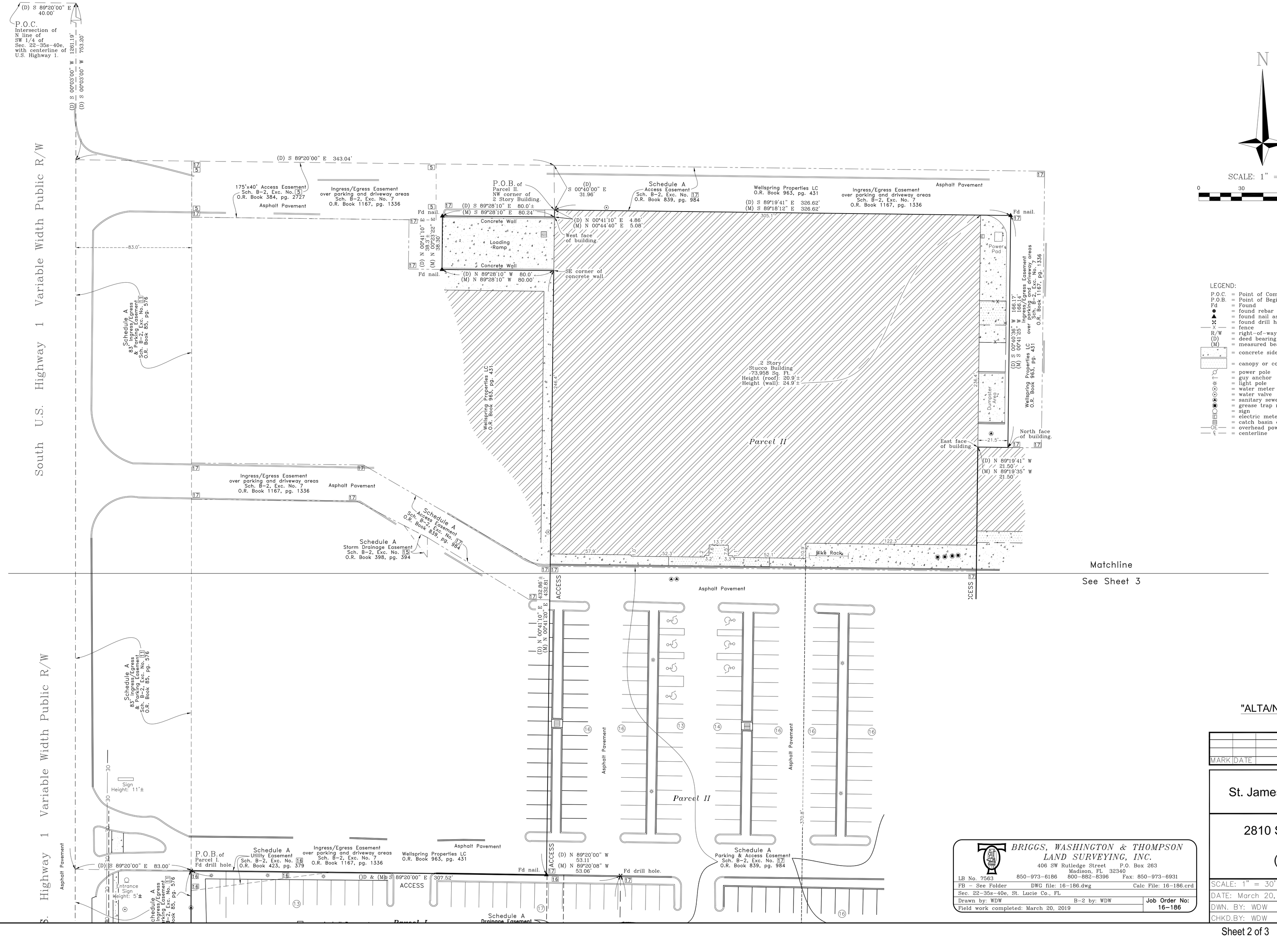
St. James Christian Academy, Inc.

2810 South U. S. Highway 1
Ft. Pierce, FL
(Virginia College)

BRIGGS, WASHINGTON & THOMPSON
LAND SURVEYING, INC.
406 SW Rutledge Street P.O. Box 263
Madison, FL 32340
LB No. 7563 850-973-6186 800-882-8396 Fax: 850-973-6931

FB - See Folder	DWG file: 16-186.dwg	Calc File: 16-186.crd
Sec. 22-35s-40e, St. Lucie Co., FL		
Drawn by: WDW	B-2 by: WDW	Job Order No: 16-186
Field work completed: March 20, 2019		

SCALE: 1" = 30'	CHKD./AP'V'D: DAB
DATE: March 20, 2019	APPROVED: DAB
DWN. BY: WDW	
CHKD.BY: WDW	



N

SCALE: 1" = 30'

0 30 60 90

LEGEND:

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- Fd = Found
- ● = found rebar or iron pipe as indicated
- ▲ = found nail as indicated
- ✕ = found drill hole as indicated
- x — = fence
- R/W = right-of-way
- (D) = deed bearing and/or distance
- (M) = measured bearing and/or distance
- = concrete sidewalk
- = canopy or covered area
- = power pole
- = guy anchor
- = light pole
- = water meter
- = water valve
- = sanitary sewer manhole
- = grease trap manhole
- = sign
- = electric meter
- = catch basin or curb inlet
- = overhead powerline
- = centerline

"ALTA/NSPS LAND TITLE SURVEY"

PREPARED FOR:

MARK	DATE	REVISION	BY	AP'V'D

St. James Christian Academy, Inc.

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DATE: March 20, 2019	APPROVED: DAB
DWN. BY: WDW	
CHKD.BY: WDW	

South U.S. Highway 1 Variable Width Public R/W

See Sheet 2
Matchline

Schedule A
Storm Drainage Easement
Sch. B-2, Exc. No. 15
O.R. Book 398, pg. 394

Schedule A
Access Easement
Sch. B-2, Exc. No. 17
O.R. Book 839, pg. 984

Bike Rack

Asphalt Pavement

ACCESS

(D) N 00°41'10" E 423.98' ±
(M) N 00°41'20" E 432.81'

Schedule A
83' Ingress/Egress & Parking Easement
Sch. B-2, Exc. No. 11
O.R. Book 85, pg. 576

Sign
Height: 11'±

Parcel II

Schedule A
Parking & Access Easement
Sch. B-2, Exc. No. 17
O.R. Book 839, pg. 984

(D) S 00°40'38" W 309.81'
(M) S 00°41'38" W 310.25'

Ingress/Egress Easement
over parking and driveway areas
Sch. B-2, Exc. No. 7
O.R. Book 1167, pg. 1336

Wellspring Properties LC
O.R. Book 963, pg. 431

370.8'

P.O.B. of Parcel I.
Fd drill hole.

Schedule A
Utility Easement
Sch. B-2, Exc. No. 16
O.R. Book 423, pg. 379

(D) S 89°20'00" E 83.00'

(D) N 89°20'00" W 53.11'
(M) N 89°20'08" W 53.06'

Fd nail.

Fd drill hole.

(D) & (M) S 89°20'00" E 307.52'

(D) S 89°20'00" E 7.39
(M) S 89°16'25" E 7.41'

Fd nail.

Fd nail.

Entrance Sign
Height: 5'±

Schedule A
83' Ingress/Egress & Parking Easement
Sch. B-2, Exc. No. 11
O.R. Book 85, pg. 576

Sign Permitted
Sch. B-2, Exc. No. 8
O.R. Book 3474, pg. 2433
O.R. Book 3624, pg. 2149

Virginia College Sign
Height: 25.5'±

City of Ft. Pierce
Recording info. not available

St. Lucie County
Recording info. not available

(D) N 00°03'00" E 142.01'
(M) N 00°07'14" E 142.06'

Parcel I

Schedule A
Drainage Easement
Sch. B-2, Exc. No. 16
O.R. Book 423, pg. 379

(D) S 00°40'00" W 142.00'
(M) S 00°44'01" W 142.06'

(D) N 00°40'00" E 142.00'
(M) N 00°44'01" E 142.06'

(D) S 00°03'00" W 142.00'
(M) S 00°06'19" W 141.69'

Coral Square Shoppes, LLC
O.R. Book 3823, pg. 1449

Asphalt Pavement

44.0'

73.2'

1 Story
Stucco Building
2,976 Sq. Ft.
Height: 15.7'±

33.7'

15.1'

43.1'

11.5'

19.0'

25' FRONT BUILDING SETBACK LINE

Freezer

Portable Building
164 Sq. Ft.
Height: 8'±

OE

Fd rebar with cap.

Shree Kana II LLC
O.R. Book 3697, pg. 306

(D) & (M) N 89°20'00" W 306.00'

Fd rebar with cap.

Coral Square Shoppes LLC
O.R. Book 3823, pg. 1449

(D) N 89°20'00" W 261.00'
(M) N 89°20'00" W 261.04'

Fd rebar with cap.

N

SCALE: 1" = 30'

0 30 60 90

LEGEND:

P.O.C.	= Point of Commencement
P.O.B.	= Point of Beginning
Fd	= Found
●	= found rebar or iron pipe as indicated
▲	= found nail as indicated
⊠	= found drill hole as indicated
—X—	= fence
R/W	= right-of-way
(D)	= deed bearing and/or distance
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	= guy anchor
	= light pole
	= water meter
	= water valve
	= sanitary sewer manhole
	= grease trap manhole
	= sign
	= electric meter
	= catch basin or curb inlet
—OE—	= overhead powerline
—℄—	= centerline

South U.S. Highway 1 Variable Width Public R/W

Detail A
Scale 1" = 200'

50' Ingress/Egress Easement
Sch. B-2, Exc. No. 9
O.R. Book 191, pg. 75
O.R. Book 214, pg. 2247

Wolf Parcel

Home Federal Parcel

Subject Property Parcel II

Subject Property Parcel I

Schedule A
Reciprocal Easement over Wolf Parcel and Home Federal Parcel
Sch. B-2, Exc. No. 14
O.R. Book 380, pg. 2398

South U.S. Highway 1 Variable Width Public R/W

(D) S 89°20'00" E 820.50' (D)

P.O.C.
Intersection of N line of SW 1/4 of with centerline of U.S. Highway 1.

S 00°03'00" W 75.00'

P.O.B.

S 00°03'00" W 678.20 (D)

Schedule A
Drainage Easement
Sch. B-2, Exc. No. 12
O.R. Book 388, pg. 1393

Shoppes Parcel

Subject Property Parcel II

Good Taco Parcel

Subject Property Parcel I

Schedule A
Reciprocal Easement over Shoppes Parcel and Good Taco Parcel
Sch. B-2, Exc. No. 13
O.R. Book 423, pg. 372

Detail B
Scale 1" = 200'

"ALTA/NSPS LAND TITLE SURVEY"
PREPARED FOR:

MARK	DATE	REVISION	BY	AP'V'D

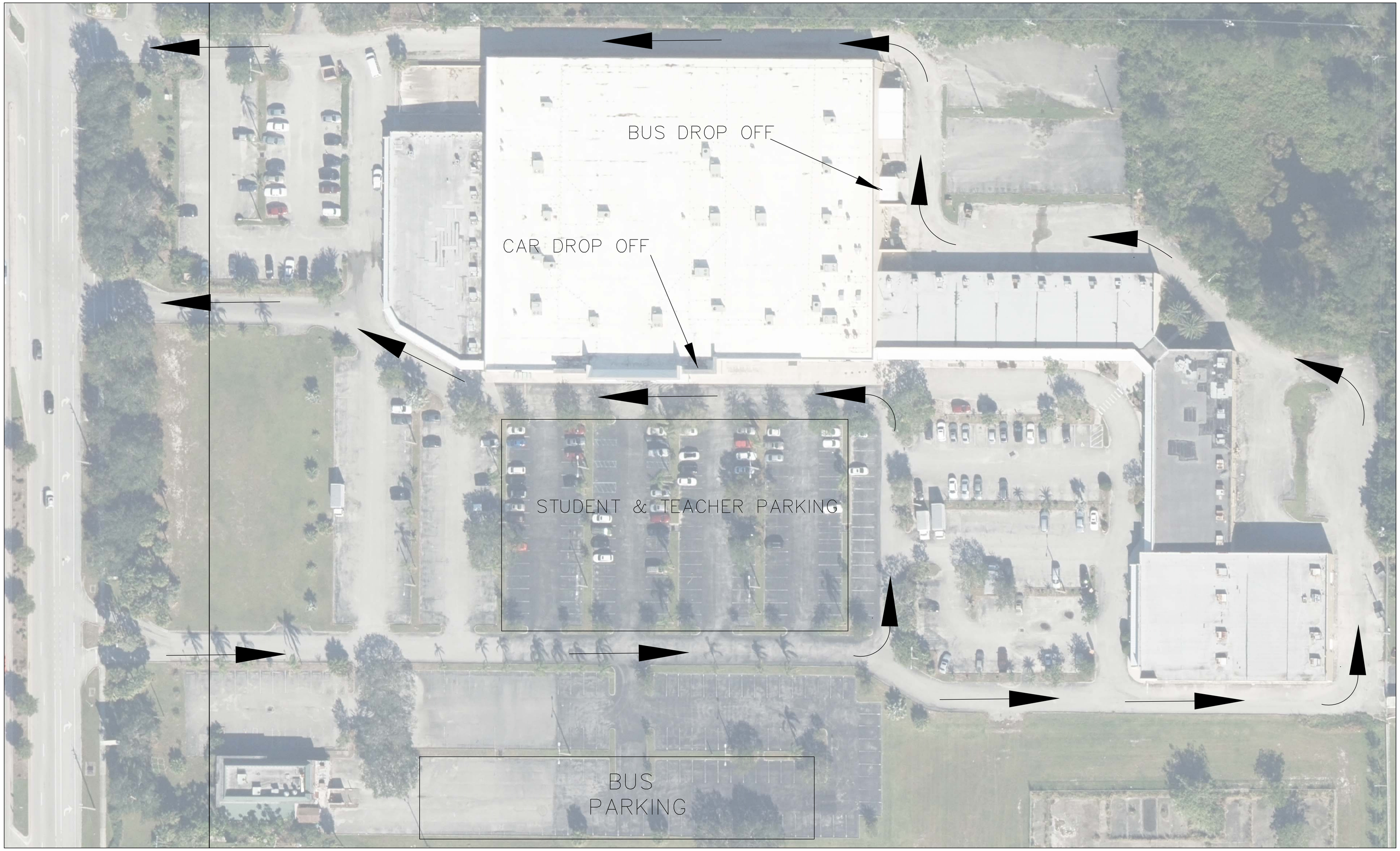
St. James Christian Academy, Inc.

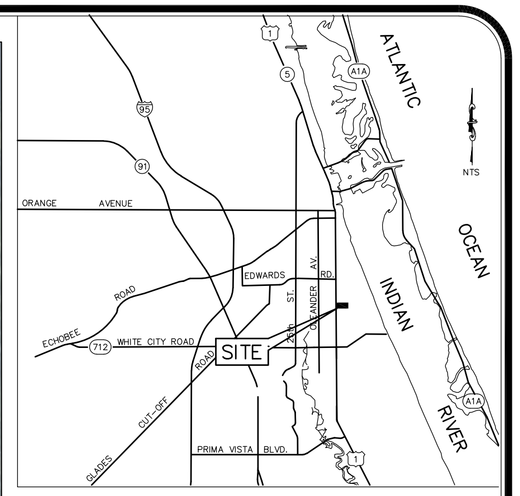
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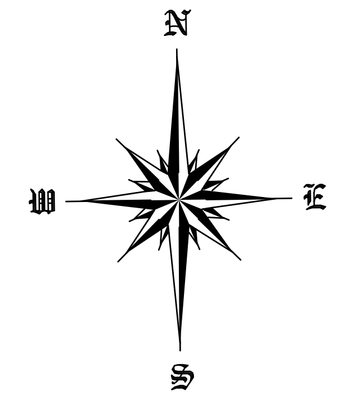
FB – See Folder	DWG file: 16-186.dwg Calc File: 16-186.crd
Sec. 22-35s-40e, St. Lucie Co., FL	
Drawn by: WDW	B-2 by: WDW
Field work completed: March 20, 2019	Job Order No: 16-186

SCALE: 1" = 30'	CHKD./AP'V'D: DAB
DATE: March 20, 2019	APPROVED: DAB
DWN. BY: WDW	
CHKD.BY: WDW	





LOCATION MAP



1. Distribution of Students & Grades

SJCA epects a total number of 300 students for 6th -12th Grades

2. Operational Hours

The operational hours are from 7:00am - 6:00pm Monday - Friday. A more specific schedule of times and events are as follows.

Parent Drop Off: 8:45am - 9:00am

Buses Drop off: 8:50am - 9:00am

Start of School Day: 9:00am

Dismissal: 3:00pm

3. Food Services & Supply Drop Off

Lunch can be brought by student or purchased. All food is prepared onsite within the kitchen.

4. General Security Protocol

With recent events SJCA has increased Security on campuses. It has extensive background checks for all Teachers, Admin and Volunteers.

It also requires all visitors to check in with Security Staff at each campus. SJCA has Security policy in place and practices multiple safety drills thru out the year with students and staff.

RICHARD M. LADYKO, P.E. FL. REG. NO. 34288

– REVISIONS –	BY	DATE

COMPUTER FILE REF.	FIELD BK./PG.

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28610
4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981.
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com

	BY	DATE
DESIGNED	RML	5-14-19
CALCS.		
DRAWN	RML	5-14-19
DETAILED		
CHECKED	RML	5-14-19
APPROVED		

VIRGINIA COLLEGE
2810 S FEDERAL HWY
CONDITIONAL USE PLAN FOR SAINT JAMES CHRISTIAN ACADEMY

DATE: DATE
HORIZ. SCALE: 1"=1'
VERT. SCALE: 1"=1'
JOB No. 91-00
SHEET 1 OF 1

ARTICLES OF INCORPORATION
OF
SYNERGY SCHOOL OF TOMORROW JUNIOR COLLEGE, INC.

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of a corporation not for profit we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned and, to that end, we do, by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of this corporation is Synergy School of Tomorrow Junior College, Inc.

ARTICLE II- PRINCIPAL OFFICE

The address of the principal office and the mailing address of the Corporation is 2810 S. Federal Highway, Fort Pierce, FL 34982.

ARTICLE III - DURATION

The term of existence of the corporation is perpetual.

ARTICLE IV - GENERAL AND SPECIFIC PURPOSES

The specific and primary purposes for which this corporation is formed are:

1. To develop and promote educational opportunities for preschool through college consistent with the requirements of Section 501(c)(3) of the Internal Revenue Code, as amended, or under any corresponding provisions of any subsequent federal tax laws covering the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code.

2. To operate exclusively in any other matter for such charitable purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended, or under any corresponding provisions of any subsequent federal tax laws covering the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code.

3. It is the intent of the incorporators of this corporation to qualify as a charitable not for profit corporation according to Section 501(c)(3) of the Internal Revenue Code. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to any director or officer of the corporation or any member of the corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no director or officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be, or include the carrying on of, propaganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

4. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code or any corresponding provisions of any subsequent federal tax laws.

5. The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

6. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

7. The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

8. The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

9. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and the regulations as they now exist or as they may hereafter be amended.

10. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations, as the Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V - MEMBERSHIP

The members of the corporation shall consist of those individuals that have an interest in educational opportunities consistent with these Articles.

ARTICLE VI- DIRECTORS AND OFFICERS

1. The affairs of the corporation shall be administered by a Board of Directors consisting of the number of directors determined by the Bylaws, but not less than three (3) directors.

2. Directors of the corporation shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

3. The business of the corporation shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the corporation and shall serve at the pleasure of the Board.

ARTICLE VII - INITIAL REGISTERED AGENT AND ADDRESS

As set forth in the registered agent's written acceptance of his appointment, which is delivered to the Department of State, together with these articles of incorporation, the name and address of the initial registered agent for the Corporation is Rickey L. Farrell, 1597 S.E. Port St. Lucie Boulevard, Port St. Lucie, Florida 34952.

ARTICLE VIII - INCORPORATORS

The names and street addresses of the incorporators are as follows:

Donnelyn Khourie
10799 SW Civic Lane
Port St. Lucie, FL 34987

ARTICLE IX- INITIAL DIRECTORS

Donnelyn Khourie
10799 SW Civic Lane
Port St. Lucie, FL 34987

Cynthia Webster
2603 Cortez Blvd.
Fort Pierce, FL 34981

Mary Grace Achaibar
4515 SW Fireside Circle
Port St. Lucie, FL 34953

ARTICLE X- INITIAL OFFICERS

President- Donnelyn Khourie
Secretary- Mary Grace Achaibar
Treasurer- Cynthia Webster

The undersigned have executed these Articles of Incorporation this 16 day of May, 2019.

Signed:

DONNELYN KHOURIE, Incorporator

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

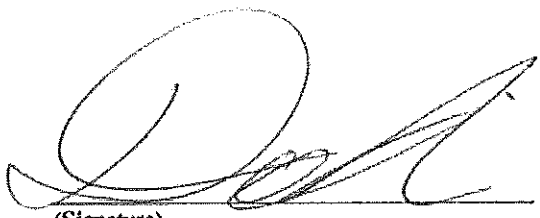
Pursuant to the provisions of Section 617.0501 of the Florida Not For Profit Corporation Act, the undersigned Corporation, organized under the laws of the State of Florida, submits the following statement in designating its registered office and registered agent, in the State of Florida.

1. The name of the Corporation is Synergy School of Tomorrow Junior College, Inc.

2. The name and address of the registered agent and office of the Corporation is:

Rickey L. Farrell, Esquire
1597 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34952

Signed:



(Signature)

5-16-19

(Date)

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. IF FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



RICKEY L. FARRELL, ESQUIRE

DUAL ENROLLMENT AGREEMENT

Indian River State College
And
Florida State Christian Academy

Whereas Section (s) 1007.271 (21), **Florida Statutes,** requires state colleges and Florida State Christian Academy to develop comprehensive Dual Enrollment Articulation agreements, **Indian River State College** (IRSC), and Florida State Christian Academy have made the following determinations:

A) Terms of this Agreement shall commence September 1, 2018, or on the last date approved by either party, whichever is later and end August 31, 2019, unless terminated as hereinafter provided.

B) An Annual meeting shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.

C) Either party shall have the right to terminate this Agreement by delivery of the written notice to the other party not less than sixty (60) days prior to the effective date of said termination.

D) The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., and SBE Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs for qualified students from the Private Schools enhance learning opportunities and are required to be made available for those students.

E) The parties will adopt an Agreement as provided in Section 1007.271 (21), F.S., and SBE Rule 6A-14.064, including:

   1. College Credit Dual Enrollment
   2. Vocational Credit Dual Enrollment

F) IRSC approved dual enrollment courses offered on a secondary school campus must have a high school instructor who has been interviewed by certified by and approved by Indian River State College. Because the instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies, and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS) and all other requirements as specified by the College.

G) As of Fall 2015 semester, all dual enrollment students must complete IRSC's Dual Enrollment Online New Student Orientation. Dual Enrollment New Student Orientation is required for all new IRSC students and includes information on college policies, procedures, resources, expectations, and other essential items that help support student success. Students who do not complete DE NSO will be unable to register for their dual enrollment classes until this requirement has been met.

H) As of Spring 2016 semester, all new (first-time) dual enrollment Associates in Arts and Associates in Science degree-seeking students must complete SLS 1101 – Student Success during their first semester of dual enrollment or will be ineligible to continue dual enrollment courses in future semesters. Students who have participated in IRSC's dual enrollment program prior to the Spring 2016 semester are encouraged to enroll in the course but are not required to do so. An unweighted high school GPA of 3.0 and a 106 or higher Reading PERT score is needed to participate as a dual enrolled student, however, dual enrollment opportunities will be limited if the student does not score at college levels in all 3 discipline areas. All new (first time) dual enrollment Vocational or Clock hour students are not required to take SLS1101.

NOW, THEREFORE, the parties agree as follows:
ARTICLE I. Ratification of Existing Agreements: All existing dual enrollment agreements between the IRSC and Florida State Christian Academy are hereby modified to conform to the terms of this agreement and the appendices of this document.

ARTICLE II. Program Description: In accordance with Section 1007.271 (21), F.S., SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the IRSC and Florida State Christian Academy, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included as an appendix to this Agreement, along with the IRSC Dual Enrollment Course list website link.

https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html - courses.pdf give an up to date approved course list.

Section 1007.271(21), F.S. requires Florida State Christian Academy to "weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited."

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and Florida State Christian Academy. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright Futures Office.

Course Credit: According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the DUAL ENROLLMENT EQUIVALENCY LIST.

Advising Services:

1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to customize a Guided Pathway/Academic Plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.

2) Dual enrollment students will be able to access their Guided Pathway/Academic Plan online via their My Pioneer Portal, where it can also be utilized to search for available classes each semester.

3) This plan will ensure that dual enrollment students remain "on-track" for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met.

4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their Guided Pathway/Academic Plans. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

1) Providing information sessions to be held at all IRSC campuses during the Spring Semester of each academic year.

2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC representatives visiting each high school to provide enrollment support and information to student and the high school guidance counselors.

3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.

4) Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.

5) Hosting a middle and high school guidance counselor conclave annually to update and inform area high school counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.

Eligibility and Access: Students must meet the following eligibility criteria

1) Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program
2) Have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, in order to enroll in college credit courses, or a 2.0 high school unweighted GPA to enroll in career technical education clock hour dual enrollment courses
3) For college credit courses, achieve a minimum score on the PERT, a common placement test pursuant to Rule 6A-14.064, Florida Administrative Code. Dual enrollment students must score at college level reading to participate in the Dual Enrollment Program. Students may substitute the appropriate scores from a state-approved standardized test (ex. Enhanced ACT or SAT) to qualify for specific college credit dual enrollment courses. Current ACT and SAT scores for college-level readiness are located below and at the following IRSC webpage: http://www.irsc.edu/uploadedFiles/Admissions/assessmentservices/Piacement•Information-For-PERT-CPT-ACT-SAT.pdf

- SAT College Credit Course Placement exams taken after March 1, 2016, require the following:
- A score of 25 or higher on the Writing & Language Subtest and a score of 24 or higher on the Reading subtest for College English Placement
- A score of 24 or higher on the Math subtest for College Math Placement
- SAT College Credit Course Placement exams taken before March 1, 201, require the following:
- A score of 440 or higher on the Reading subtest for College English Placement
- A score of 440 or higher on the Math subtest for College Math Placement
- ACT College Credit Course Placement exams taken before require the following:
- A score of 17 or higher on the English subtest and a score of 19 or higher on the Reading subtest for College English Placement
- A score of 19 or higher on the Math subtest for College Math Placement

(Scores are subject to change based on state-approved standards. Dual enrollment students are encouraged to take PERT exam at local school district sites.)

4) Must complete the Dual Enrollment Program Agreement form (IRSC 508) with all appropriate signatures.

5) Must complete course registration forms with all appropriate signatures. (IRSC 68)

6) Must complete any applicable vocational assessment (i.e. TABE).

7) Meet any additional eligibility criteria specified by the postsecondary institution in the Dual Enrollment Articulation Agreement

8) Cannot be scheduled to graduate from high school prior to the completion of the dual enrollment course

9) Students with a GPA lower than the requirements stated may enroll in dual enrollment classes pending documented justification for approval from Florida State Christian Academy officials and approved by the college representative (Dean Provost, or discipline Department Chair). The decision will be based on high school justification, the academic rigor of the course, placement scores, and another academic history.

10) Students who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by Florida State Christian Academy of the

requirements for Associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286 F.S.

Student Support: High school counselors and IRSC's Enrollment & Student Support staff members will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses. High school guidance counselors are responsible for assisting the student in identifying college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website: https://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf

Student Standards of Conduct (as taken from IRSC's Student Handbook): The College looks to its student's as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to ensure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline)

Board Policy Number 6Hx11-7.24 Student Standards of Conduct - Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College's function as an educational institution.

Student Standards of Conduct are applicable on campus, at off-campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student's right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;
- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;

- To acknowledge and comply with reasonable requests for student assistance or service by College personnel whenever possible;
- To extend courtesy, integrity, and good citizenship to all individuals at the College;
- To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

Misconduct for which students are subject to discipline falls into the following categories:

A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
B. Forgery, alteration, or misuse of College documents, records, or identification.
C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
D. Theft or damage to property of the College or of a member of the College community or campus visitor.
E. Unauthorized entry to or use of College facilities.
F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogen's, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on the College-owned property or at College-supervised functions.
I. Failure to comply with directions of College officials acting in the performance of their duties.
J. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.
K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

<u>IRSC Enrollment & Student Services</u>

1) Make sure dual enrollment students are properly identified as such in the IRSC registration system.
2) Ensure that an individualized student Guided Pathway/Academic Plan is developed and accessible for each dual enrollment student.
3) Provide ongoing advisement to students regarding their progression in College courses and programs.
4) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as Career & Transfer Center, Academic Support Centers (ASC), and Libraries.

5) Students may also access the IRSC website for detailed information on degrees, programs, and resources.
7) Indian River State College provides reasonable accommodations to students with documented disabilities through the Enrollment & Student Services/Student Accessibility Services Office (SAS). Listed below are some of the services available to eligible students:
    i) Note takers
    ii) Testing Accommodations
    iii) Use of Equipment and Assistive Technology
    iv) Readers
    v) Scribes
    vi) Sign Language Interpreters
    vii) Alternative Text
8) Students must apply to the college and provide appropriate documentation to the SAS office if accommodations are necessary.

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g.
Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, the length of retention and security of student records.

Instructional Quality and Evaluation: IRSC shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

1) In all cases, faculty must meet IRSC faculty credentialing criteria based on SACSCOC Guidelines. These IRSC criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course is taught
    I. IRSC at the request of high school principal/designee will work together to identify teachers for dual enrollment courses. The adjunct faculty certification process must be completed by August 1st to be eligible to teach for the Fall Semester and by November 1st to be eligible for the Spring Semester. Each prospective teacher must complete the steps of the adjunct faculty certification process. High School site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
    II. Additional training is required for SLS1101 instructors.

2) Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by IRSC.
3) If the parties agree to utilize instructors employed by Private School, those

instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.

4) IRSC and the Private Schools shall collaborate to ensure full compliance with all IRSC faculty certification procedures and SACSCOC Principles of Accreditation.
5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.

    I. Florida State Christian Academy may offer up to four (4) dual enrollment courses and four (4) sections of that dual enrollment course at high school site within an academic year. Each additional course must be approved by the Office of Articulation and Partnerships to ensure that sites do not exceed course and section limits.
    II. Secondary Schools must submit course requests to IRSC instructional Deans and/or Provost Office(s) being considered to take place on high school sites. A list of provost/instructional dean contact information is listed in the DE Administration Handbook.

8) IRSC and secondary schools shall collaborate to ensure full compliance with SACSCOC standards regarding the number of college credit courses which may be offered on a high school site prior to seeking Substantive Change approval.

    I. IRSC instructional deans/designee must be granted unrestricted unannounced access to high school dual enrollment classes to observe the quality of instruction.
9) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
10) All instructors teaching dual enrollment courses shall provide a copy of any modifications to a course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
11) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
12) Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/labs. Students enrolled in such classes/labs will not receive credit from IRSC.

Responsibilities:

1) Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
2) Insurance fees will be paid by the student unless Florida State Christian Academy provides appropriate insurance for coverage.
3) Students and/or Florida State Christian Academy are responsible for transportation to and from dual enrollment classes.
4) The President or designee, for IRSC, shall have the responsibility for the selection of textbook and courses materials in accordance with this Agreement.
5) Florida State Christian Academy will be responsible for providing instructional materials used in courses offered in accordance with this Agreement. The Head of School or designee for Florida State Christian Academy shall establish procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
6) Florida State Christian Academy shall be responsible for payment of instructors employed by Florida State Christian Academy for courses offered in accordance with this agreement.
7) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
8) Classes held at the high school site will be offered in accordance to Indian River State College's academic calendar and will start and end within the academic period.
9) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
10) Florida State Christian Academy advisors/counselors and IRSC advisors/counselors will work collaboratively to ensure students' dual enrollment registration eligibility.
11) Students and parents shall sign an acknowledgment of the following college course-level expectations:

    a. Students must register for courses by the deadline established by Florida State Christian Academy. Registration deadlines established by Florida State Christian Academy, however, cannot exceed the last date of registration allowed by IRSC. Florida State Christian Academy without established deadlines shall use IRSC's established deadlines.
    b. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
    c. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission.

d. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
e. Courses will be selected to meet degree/certificate requirements in order to minimize student and state costs for excess hours.
f. Students who withdraw from a course, or fail a course, cannot take additional dual enrollment classes until they have retaken and completed the course, or an alternative course jointly agreed upon by the student and high school guidance counselor, at their own expense or during the summer when no tuition is charged. Dual enrollment students must adhere to all of the College's withdrawal procedures including talking with their instructor before withdrawing from a course.
    i. Students who withdraw/fail a course two consecutive times will only be eligible to attempt dual enrollment courses during the summer semesters until course(s) are successfully completed.
    ii. Dual Enrolled students needing to attempt courses more than once will be required to meet with their IRSC assigned advisor prior to any re-enrollment.
    iii. Dual Enrolled students will be eligible to enroll in a maximum of 12 credits over the summer, with neither Session A nor Session B exceeding 6 credits.

g. At the request of Florida State Christian Academy, students may exceed
60-credits. A request must be made in writing from a Florida State Christian Academy official to IRSC's Vice President of Enrollment & Student Services. Course(s) approved must be creditable toward high school completion and associate degree or certificate.
h. First-time dual enrollment students cannot participate in more than two, 3-credit courses during their first semester. One of the two courses must be SLS 1101 if the student is degree seeking.
i. Florida State Christian Academy must notify IRSC's Vice President of Enrollment & Student Services if one of their participating dual enrollment students has been expelled from his/her secondary school.
j. Indian River State College must notify Florida State Christian Academy if a dual enrollment student is expelled from the College.
k. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.

11) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

ARTICLE III. Evaluation of the Agreement: This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with sixty (60) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

THE DISTRICT BOARD OF TRUSTEES
Indian River State College

_____
Jose L. Conrado, Chair

Date: _____

Florida State Christian Academy

_____
Dr. Donnelyn Khourie, Head of Schools

Date: _____

Attest: _____
Edwin R. Massey, Ph.D., President

FLORIDA STATE CHRISTIAN ACADEMY
K-12TH COLLEGE PREPARATORY SCHOOL

SYNERGY School of Tomorrow

Junior College

To Whom it May Concern:

Saint James Christian Academy, also doing business as Florida State Christian Academy and Synergy School of Tomorrow, is a fully accredited K-12 school. The accrediting agencies are listed below:

Florida Coalition of Christian Private Schools Association
Advanced Ed
FHSAA Approved School

Please use the following links to verify the above accreditations:

http://www.fccpsa.org/accreditated%20schools.html

http://www.advanc-ed.org/oasis2/u/par/accreditation/summary?institutionId=59510

Or go to the FCCPSA website as well as Advanced Ed website. Search under accredited schools the name "Saint James Christian Academy."

Our school name is not, nor ever has been "Saint James Academy." That school is not accredited and is no way affiliated with our institution.

If you have any questions, please direct them to Mrs. Tamara Daniel at tamara.daniel@fscak12.com or call (772) 801-5522 or (772) 834-8620.

Sincerely,
Mrs. Tamara Daniel
Principal
Saint James Christian Academy
Florida State Christian Academy
Synergy School of Tomorrow
(772) 801-5522/(772) 834-8620

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made as of March 1, 2019 (the "**Acceptance Date**") by and between THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED ("**Seller**") and ST. JAMES CHRISTIAN ACADEMY, INC., a Florida not for profit corporation ("**Buyer**").

RECITALS:

A. Seller owns the fee simple interest in and to certain real property commonly known as 2810 S. U.S. Hwy 1, Fort Pierce, Florida and consisting of an approximately 4.34-acre parcel of land and an approximately 1.0-acre outparcel.

B. Prior to the Acceptance Date Buyer purchased from a third-party seller certain furniture, fixtures, equipment and other items of personal property located on the Real Property and abandoned by the previous tenant at the Real Property (collectively, the "**Non-Owned Assets**"), which Non-Owned Assets are set forth on Exhibit A-1 attached hereto.

C. By this Agreement, Buyer agrees to purchase the Property (as hereinafter defined) from Seller, and Seller agrees to sell the Property to Buyer, on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and seller do hereby agree as follows:

ARTICLE I

SALE OF PROPERTY

1.1. PROPERTY. The term "**Property**" as used herein includes (i) all of the land described on Exhibit A attached hereto, together with all privileges, rights, easements and appurtenances belonging to such land, including, without limitation, all right, title and interest, if any, of Seller in and to any streets, alleys, passages and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land, and all mineral and development rights appurtenant to such land (collectively, the "**Real Property**"); (ii) all buildings, structures and other improvements, and all fixtures, systems and facilities owned by Seller and located on the Real Property (the "**Improvements**"), including, without limitation, an approximately 74,090 square foot building and an approximately 3,000 square foot building; (iii) all furniture, fixtures, equipment, machinery and other tangible personal property, if any, owned by Seller and located on or used in connection with the operation of the Real Property (the "**Personal Property**"), but specifically excluding the Non-Owned Assets; (iv) all agreements, contracts and licenses, if any, affecting the Real Property to which Seller is a party; and (v) to the extent transferrable, all of Seller's right, title and interest, if any, in and to all intangible assets of any nature relating to the Real Property, including, without limitation, al of Seller's right, title and interest in any and all (a) warranties and/or guaranties, (b) use, occupancy, building and/or operating licenses, permits, approvals and/or development rights, and (c) plans and specifications (collectively, the "**Intangible Property**"). Seller purchased the Property in an arms-length transaction on October 14, 2016 for a purchase price of Nine Million and 00/100 Dollars ($9,000,000.00), as evidenced by that certain Special Warranty Deed recorded by the Saint Lucie County Clerk of the Superior Court on October 18, 2016 in Book 3922, Page 2922.

1.2. PURCHASE PRICE; DEPOSIT.

1.2.1 DEPOSIT AND ESCROW. The purchase price for the Property is Six Million Two Hundred Thousand and 00/100 Dollars ($6,200,000.00) (the "**Purchase Price**"). Buyer shall, within two (2) business days of the Acceptance Date, deposit earnest money in the amount of One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) into escrow with The Del Toro Law Group, LLC, 73 S.W. Flagler Avenue, Stuart, Florida 34994, Attn: Peter Del Toro, PharmD, Esq., Phone: (772) 252-1951, Email: peter@deltorolawgroup.com) ("**Escrow Holder**") (any and all deposits so made by Buyer with Escrow Holder shall hereafter be referred to as the "**Deposit**"). In the event Buyer does not expect to terminate this Agreement by written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period as set forth in this Agreement, then the Deposit shall become nonrefundable to Buyer unless the Closing fails to occur due to a Seller default under this Agreement. The Deposit shall be held in escrow by Escrow Holder in an insured, interest-bearing account. As used herein, reference to the "**Deposit**" shall include all interest, if any, earned on the Deposit.

1.2.2 BALANCE OF PURCHASE PRICE. The balance of the Purchase Price, less the Deposit and any apportionments set forth in Section 6.4 below, shall be paid in full by Buyer at the Closing by wire transfer of immediately available funds as Seller shall direct.

1.2.3 INDEPENDENT CONSIDERATION. Notwithstanding the foregoing, the sum of One Hundred and 00/100 Dollars ($100.00) out of the Deposit shall be deemed to be independent consideration (the "**Independent Consideration**") for the execution of this Agreement by Seller. Such Independent Consideration will, upon any termination of this Agreement prior to Closing, be paid by Escrow Holder to Seller as separate and additional consideration for this Agreement and Seller's agreements and obligations hereunder. The Independent Consideration is deemed earned by Seller as of the Acceptance Date and is non-refundable in all events; provided, however, that if the Closing occurs, such amount will be credited by Seller against the Purchase Price.

ARTICLE II

TITLE AND SURVEY MATTERS

2.1. TITLE COMMITMENT AND SURVEY. Following the Acceptance Date, Buyer shall have the right, at Buyer's sole cost and expense, to (i) order a commitment from Rickey L. Farrell, Attorney at Law, P.A., as title agent for Old Republic National Title Insurance Company (the "**Title Company**") for an owner's title insurance policy with respect to the Property (the "**Title Commitment**"), and/or (ii) obtain a new or updated survey of the Real Property by a licensed surveyor or registered professional engineer (the "**Survey**").

2.1.1 REVIEW OF TITLE COMMITMENT AND SURVEY; OBJECTIONS; APPROVAL OR TERMINATION. On or before the date that is five (5) business days prior to the expiration of the Due Diligence Period, Buyer may deliver to Seller a notice (the "**Objection Notice**") of any matters shown on the Title Commitment and/or the Survey that are not acceptable to Buyer. Buyer's failure to timely deliver the Objection Notice shall be deemed to constitute Buyer's approval of all matters disclosed in the Title Commitment and the Survey. If Buyer timely delivers the Objection Notice, Seller shall have three (3) business days from the receipt of the Objection Notice to notify Buyer in writing whether Seller elects, in its sole discretion, to remove or otherwise cure or endorse over any objections set forth in the Objection Notice on or prior to the Closing ("**Seller Response Notice**"); provided, however, that notwithstanding anything to the contrary contained in this Agreement, Seller shall only be obligated to cure and cause to be removed from record or endorsed over on or prior to the Closing any of the following matters affecting the Property (collectively, "**Seller Encumbrances**"): (a) mortgage or deed of trust liens encumbering fee title to the Property securing indebtedness of Seller to the mortgagee or beneficiary thereof; (b) recorded agreements and other items placed against the Property

due to the actions of Seller or its agents, employees or contractors after the Acceptance Date and that are not otherwise expressly permitted under this Agreement; (c) mechanics' liens against the Property arising from or related to work performed by or on behalf of Seller or its agents, employees or contractors; (d) judgment liens against Seller which are recorded against the Property; and (e) except for non-delinquent real property taxes and special assessments, monetary obligations placed against Seller or the Property. Seller's failure to timely deliver Seller's Response Notice shall be deemed to be Seller's election not to attempt to remove or otherwise cure any objections set forth in the Objection Notice. If Seller elects in Seller's Response Notice (or is deemed to have elected) not to cure any objection(s) set forth in the Objection Notice, then within two (2) business days following such election (or deemed election) by Seller, Buyer may elect, as its sole and exclusive remedy, to either (i) terminate this Agreement, in which event the Deposit shall be returned to Buyer, and thereafter the parties shall have no further rights or obligations hereunder except for those which expressly survive the Closing or earlier termination of this Agreement; or (ii) waive such objection(s) and proceed to Closing without any adjustment of the Purchase Price. If Buyer fails to timely deliver written notice of its election to terminate this Agreement or to waive its prior objection(s) as set forth in this Section 2.1.1 above, then Buyer shall be deemed to have elected to waive its objection(s) as set forth in clause (ii) above.

2.1.2 ADDITIONAL TITLE MATTERS. In addition, Buyer shall have the right to notify Seller of any additional title objections ("**Additional Matters**") that first appear on any updates to the Title Commitment issued after the expiration of the Due Diligence Period, so long as Buyer makes such objections in writing to Seller within two (2) business days after Buyer's receipt of such updated or supplemental Title Commitment ("**Supplemental Commitment**") (but in any event, prior to the Closing). In the event that Buyer delivers written notice to Seller of any Additional Matters set forth in a Supplemental Commitment, the parties shall follow the same procedures set forth in Section 2.1.1 above applicable to any objections set forth in the Objection Notice.

2.1.3 PERMITTED EXCEPTIONS. The following shall be "**Permitted Exceptions**" under this Agreement and deemed consented to by Buyer: (i) all matters affecting the Property expressly disclosed in either the Title Commitment or the Survey that are not timely objected to by Buyer in an Objection Notice or as Additional Matters, or which are waived (or deemed waived) by Buyer, pursuant to Section 2.1.1 above, (ii) non-delinquent real property taxes and special assessments which are due and payable after the Closing Date, and (iii) any matters which would be disclosed by an accurate survey or physical inspection of the Property.

ARTICLE III

BUYER INSPECTIONS; DUE DILIGENCE PERIOD

3.1. ACCESS. Subject to the terms of this Section 3.1, from and after the Acceptance Date through the Closing, Buyer, personally or through its authorized agents or representatives (including, without limitation, architects, engineers, property managers, surveyors, contractors, consultants, lender's representatives and insurance inspectors) ("**Buyer's Agents**"), shall be entitled to make such investigations of the Property (the "**Inspections**") as Buyer deems reasonably necessary or advisable. Buyer shall have the right, as part of the Inspections, to conduct an appraisal, a property condition site assessment and/or a Phase I environmental site assessment, but shall not conduct any invasive or destructive testing (including, without limitation, any Phase II environmental site assessment, soils borings, soil sampling, ground water testing, or invasive sampling of building materials) at the Property without Seller's prior written consent, which consent may be conditioned or withheld in Seller's sole discretion. Prior to conducting any Inspections, whether by Buyer or Buyer's Agents, Buyer shall, at Buyer's sole cost and expense, deliver certificates to Seller evidencing that Buyer and each of Buyer's Agents conducting such Inspections carries commercial general liability insurance from an insurer reasonably acceptable to Seller, in an amount not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence, with an annual aggregate limit of at least Two Million and No/100

Dollars ($2,000,000.00), which insurance shall provide coverage against any claim for personal injury or liability or property damage caused by Buyer or Buyer's Agents in connection with any entry onto the Property by Buyer or Buyer's Agents (including, without limitation, in connection with any Inspections), and which will name Seller as an additional insured under such policy. After performing any Inspections, Buyer shall restore the Property to the condition existing immediately prior to such Inspections and repair any damage to the Property caused thereby. Buyer hereby agrees to keep the Property free from all liens related to or caused by any Inspections, and, except to the extent resulting from the gross negligence or willful misconduct of Seller, Seller's trustees, beneficiaries, agents and employees, and their respective successors and assigns (collectively, "**Seller's Agents**") to indemnify, defend and hold harmless Seller and Seller's Agents from and against any and all claims, actions, losses, liabilities, damages, costs and out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and costs) incurred, suffered by or claimed against Seller and arising out of the Inspections; provided, however, and notwithstanding the foregoing, that Buyer shall not be liable for any pre-existing conditions at the Property, except to the extent that any Inspections exacerbate such pre-existing condition. The provisions of the immediately preceding sentence shall expressly survive the Closing or earlier termination of this Agreement and shall not be subject to the damages limitation set forth in Section 8.1 below.

3.2. DUE DILIGENCE DOCUMENTS. Seller, within five (5) days following the Acceptance Date, shall deliver to Buyer copies of the following items, to the extent in Seller's possession or reasonable control (the "**Due Diligence Documents**"), and Buyer agrees to keep the same confidential and to not disclose the contents thereof to any third party other than Buyer's attorneys, prospective investors or lenders and third party consultants as is necessary to perform its assessment of the Property: (i) Seller's most recent environmental reports relating to the Property; (ii) Seller's most recent commitment or policy of title insurance; (iii) Seller's most recent survey of the Property; (iv) the most recent tax and utility bills relating to the Property; (v) Seller's most recent property condition assessment report; (vi) Seller's most recent zoning report relating to the Property; (vii) any effective service or maintenance contracts relating to the Property; and (viii) any other documents relating to the Property in Seller's possession or reasonable control. Seller makes no representation or warranty whatsoever with respect to the Due Diligence Documents or the contents thereof, other than that, to Seller's actual knowledge, the Due Diligence Documents are true and correct copies of such documents that are in Seller's possession. Buyer shall undertake its own investigation of the Property and shall rely solely thereon in determining whether to proceed with this transaction.

3.3. DUE DILIGENCE PERIOD. Buyer shall have until 5:00 p.m., Pacific Time, on the date which is thirty (30) days after the Acceptance Date (the "**Due Diligence Period**") to review the Due Diligence Documents and to perform its investigations and Inspections of the Property. Prior to the expiration of the Due Diligence Period, Buyer shall have the unilateral right to terminate this Agreement by delivering written notice of such election to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, in which event the Deposit shall be returned to Buyer and thereafter the parties shall have no further rights or obligations hereunder, except for those which expressly survive the Closing or earlier termination of this Agreement. If Buyer fails to timely deliver such written notice to Seller and Escrow Holder, then Buyer shall be deemed to have approved the Due Diligence Documents and the Property and shall be obligated to proceed to the Closing pursuant to the terms of this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1. SELLER'S REPRESENTATIONS AND WARRANTIES; SURVIVAL.

4.1.1 SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows, each of which are true as of the Acceptance Date and shall be true as of the date of Closing:

4.1.1.1 Seller is a validly formed trust in the state of California. Seller has full power and authority to execute and enter into this Agreement and any documents, instruments (including, without limitation, any deeds or assignments), and other agreements executed and delivered by the parties hereto at or in connection with the Closing (the "**Closing Documents**"), to perform this Agreement and the Closing Documents and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the Closing Documents in accordance with their terms will not result in a breach of any of the terms or provisions of or constitute a default under any agreement and/or instrument to which Seller is a party. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

4.1.1.2 Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

4.1.1.3 Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4.1.1.4 Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

4.1.1.5 There are no effective leases, licenses, or other agreements for use or occupancy of the Property or any portion thereof to which Seller is party.

4.1.1.6 Seller has not received written notice of any actions, suits or other litigation or alternative dispute resolution proceedings pending against Seller or the Property or any portion thereof, and, to Seller's knowledge, there are no threatened actions, suits or proceedings against Seller or the Property or any portion thereof.

4.1.1.7 Seller has not received written notice of any pending condemnation proceedings against the Property or any portion thereof and, to Seller's knowledge, there is no threatened or contemplated condemnation of the Property or any portion thereof.

4.1.1.8 Seller has not received written notice from governmental authorities of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

4.1.1.9 No person or entity, except Buyer, has been granted any purchase options, rights of first refusal to purchase or other purchase rights with respect to the Property.

4.1.1.10 Except as disclosed in the Due Diligence Documents, there are no service contracts affecting the Property to which Seller is a party and which will affect the Property following the Closing Date.

4.1.1.11 The Due Diligence Documents include all notices, reports and/or correspondence relating to the environmental condition of the Property in Seller's possession or control.

4.1.2 SELLER'S KNOWLEDGE. As used herein, the phrase "to Seller's knowledge" or words of similar import shall mean the actual (and not constructive or imputed) knowledge, as of the Effective Date, of Thomas P. Gallagher and Thomas D. Gordon, who are the co-Trustees of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller or any parent, subsidiary or affiliate of Seller or to any other officer, agent, manager, representative or employee of Seller, or to impose upon Thomas P. Gallagher or Thomas D. Gordon any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary set forth in this Agreement, neither Thomas P. Gallagher or Thomas D. Gordon shall have any personal liability hereunder.

4.1.3 UPDATE AND SURVIVAL. The representations of Seller set forth in Section 4.1.1 above, and any update of such representations shall survive the Closing for a period of twelve (12) months (the "**Survival Period**"); provided, however, that except with respect to fraudulent misrepresentations made by Seller in no event shall Seller's liability after the Closing for a breach of the representations that survive the Closing exceed Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) in the aggregate (the "**Representation Liability Cap**"). No claim for a breach of any representation or warranty of Seller shall be actionable or payable (a) if the breach in question results from or is based on a condition, state of facts or other matter which was actually known to Buyer prior to Closing, and (b) unless a written notice containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to the expiration of the Survival Period and an action shall have been commenced by Buyer against Seller within the Survival Period.

4.1.4 LIABILITY FOR MISREPRESENTATIONS. If, prior to the Closing, Buyer shall obtain actual knowledge that any representation of Seller shall fail to be true in any material and adverse respect, Buyer's sole remedy shall be to terminate this Agreement by written notice to Seller and Escrow Holder and receive a return of the Deposit and reimbursement from Seller for all actual and reasonable third party, out-of-pocket costs and expenses incurred by Buyer in connection with this transaction, in an amount not to exceed Fifty Thousand and 00/100 Dollars ($50,000.00) (the "**Reimbursement Cap**") (provided that the Reimbursement Cap shall not apply to the extent of any fraudulent misrepresentations made by Seller), and upon such termination by Buyer, this Agreement shall be null and void and of no further force or effect and, except for those provisions expressly stated to survive the termination of this Agreement, neither party shall have any rights or obligations against or to the other. Notwithstanding the foregoing or anything to the contrary set forth herein, Seller shall have the option, but not the obligation, to rescind Buyer's termination of this Agreement and adjourn the Closing for a period not to exceed thirty (30) days beyond the date scheduled for the Closing in order to make such representation true. If the Closing shall take place without Buyer making an objection to an untrue representation of which Buyer has actual knowledge, Buyer shall be deemed to have waived all liability of Seller by reason of such untrue representation. For purposes hereof, a representation or warranty of Seller shall not be deemed to have been breached or defaulted if the representation or warranty is not true and correct in all material respects as of the Closing Date as a result of changed facts or circumstances arising after the date of this Agreement and which is not a result of a breach by Seller of its obligations under this Agreement or any affirmative act of Seller; provided that Buyer shall be entitled to terminate this Agreement in connection with such untrue and incorrect representation or warranty by delivering written notice to Seller and Escrow Holder in the event that such changed facts or circumstances materially and adversely affects the value of the Property or Buyer's intended use of the Property, in which event the Deposit shall be returned to Buyer and thereafter the parties shall have no further rights or obligations hereunder except for those which expressly survive the Closing or earlier termination of this Agreement. For purposes of this Section 4.1.4, Buyer's "knowledge" is deemed to include, without limitation, any and all matters expressly contained in the Due Diligence Documents delivered to Buyer by or on behalf of Seller. The provisions of this Section 4.1.4 shall survive the Closing or earlier termination of this Agreement.

4.2. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows, each of which are true as of the Acceptance Date and shall be true as of the date of Closing:

4.2.1 If Buyer is a corporation, limited liability company, partnership or limited partnership, Buyer is duly formed, validly existing and in good standing under the laws of the State of formation. Buyer has full power and authority to execute and enter into this Agreement and the Closing Documents, to perform this Agreement and the Closing Documents and to consummate the transactions contemplated thereby. The execution, delivery and performance of this Agreement and the Closing Documents in accordance with their terms will not result in a breach of any of the terms or provisions of or constitute a default under any agreement and/or instrument to which Buyer is a party. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.2.2 Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4.2.3 Buyer has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Buyer's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

ARTICLE V

PROPERTY CONVEYED AS-IS

5.1. PROPERTY CONVEYED AS-IS. Buyer acknowledges and agrees that (a) Buyer has, or will have prior to the expiration of the Due Diligence Period, independently examined, inspected, and investigated to the full satisfaction of Buyer, the physical nature and condition of the Property, including, without limitation, its environmental condition, and the income, operating expenses and carrying charges affecting the Property, (b) except for Seller's representations, warranties and covenants as expressly set forth in this Agreement and the Closing Documents, neither Seller nor any agent, member, officer, partner, employee, representative, broker or third party consultant of Seller has made any representation whatsoever regarding the subject matter of this Agreement or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or environmental condition of the Property, the existence or non-existence of petroleum, asbestos, lead paint, fungi, including mold, or other microbial contamination, hazardous substances or wastes, underground or above ground storage tanks or any other environmental hazards on, under or about the Property, the Lease, operating expenses or carrying charges affecting the Property, any due diligence materials delivered to Buyer by, or on behalf of, Seller, the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental or quasi-governmental authority or the habitability, merchantability, marketability, profitability, fitness or development of the Property for any purpose, and (c) except as expressly set forth in this Agreement and the Closing Documents, Buyer, in executing, delivering and performing this Agreement, does not rely upon any statement, offering material, operating statement, historical budget, engineering structural report, any environmental reports, information, or representation to whomsoever made or given (including, without limitation, all of the Due Diligence Documents), whether to Buyer or others, whether with respect to the Property and whether directly or indirectly, orally or in writing, made by any person, firm or corporation except as expressly set forth herein and the Closing

Documents, and Buyer acknowledges that any such statement, information, offering material, operating statement, historical budget, report or representation, if any, does not represent or guarantee future performance of the Property. Without limiting the foregoing, but in addition thereto, except for Seller's representations, warranties and covenants as expressly set forth in this Agreement and the Closing Documents, Seller shall deliver, and Buyer shall take, the Property in its "as is" "where is" condition and with all faults on the Closing Date, including without limitation, any notes or notices or violations of law or municipal ordinances, orders or requirements imposed or issued by any governmental or quasi-governmental authority having or asserting jurisdiction, against or affecting the Property and any conditions which may result in violations. The provisions of this Section 5.1 shall survive the Closing or the earlier termination of this Agreement.

5.2. RELEASE. Subject to the express rights and remedies reserved to Buyer in this Agreement, and except with respect to fraud in the inducement by Seller, Buyer hereby waives, releases and forever discharges Seller, its affiliates, subsidiaries, officers, directors, shareholders, employees, independent contractors, partners, representatives, agents, successors and assigns (collectively, the "**Released Parties**"), and each of them, from any and all causes of action, claims, assessments, losses, damages (compensatory, punitive or other), liabilities, obligations, reimbursements, costs and expenses of any kind or nature, actual, contingent, present, future, known or unknown, suspected or unsuspected, including, without limitation, interest, penalties, fines, and attorneys' and experts' fees and expenses, whether caused by, arising from, or premised, in whole or in part, upon Seller's acts or omissions, and notwithstanding that such acts or omissions are negligent or intentional, or premised in whole or in part on any theory of strict or absolute liability, which Buyer, its successors or assigns or any subsequent buyer of the Property may have or incur in any manner or way connected with, arising from, or related to the Property, including without limitation (i) the condition of the Property, or (ii) actual or alleged violations of laws or regulations in connection with the Property and/or any property conditions. Buyer agrees, represents and warrants that the matters released herein are not limited to matters which are known, disclosed, suspected or foreseeable, and Buyer hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon Buyer by virtue of the provisions of any law which would limit or detract from the foregoing general release of known and unknown claims. The provisions of this Section 5.2 shall survive the Closing or termination of this Agreement.

ARTICLE VI

CLOSING

6.1. CLOSING. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place through an escrow with Escrow Holder on date agreed to in writing by the parties hereto which is not more than seventy (70) days after the expiration of the Due Diligence Period (the "**Closing Date**"), as evidenced by the confirmed recording of the Deed (defined below); provided, however, that (i) the Closing shall occur on a business day, and (ii) in no event shall the Closing occur on a Monday.

6.2. SELLER'S CLOSING DELIVERIES. At least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder the following items (collectively, "**Seller's Closing Deliveries**"):

6.2.1 A special warranty deed (the "**Deed**"), in the form of Exhibit C attached hereto, duly executed and acknowledged by Seller;

6.2.2 Two (2) counterparts of a general assignment and bill of sale (the "**General Assignment**"), in the form of Exhibit D attached hereto, executed by Seller;

6.2.3 A non-foreign person affidavit as required by Section 1445 of the Internal Revenue Code, executed by Seller;

6.2.4 A certificate of trust in Seller's standard form, duly executed (and, if required to be recorded by the County in which the Property is located, authorized) by Seller;

6.2.5 Any transfer documents required by state or local laws; and

6.2.6 A customary seller's affidavit in the form of Exhibit E attached hereto, executed by Seller, and such other commercially reasonable and customary documents as Escrow Holder may reasonably require of Seller to complete the transaction contemplated by this Agreement.

6.3. BUYER'S CLOSING DELIVERIES. At least one (1) business day prior to the Closing Date (except with respect to the balance of the Purchase Price, which shall be timely delivered to Escrow Holder in order to effectuate the Closing on the Closing Date), Buyer will deposit with Escrow Holder the following items (collectively, "**Buyer's Closing Deliveries**"):

6.3.1 Immediately available federal funds sufficient to pay the balance of the Purchase Price as provided in Section 1.2.2 above;

6.3.2 Two (2) counterparts of the General Assignment, executed by Buyer;

6.3.3 Such evidence or documents as may reasonably be required by Seller and/or the Title Company evidencing the power and authority of the Buyer and the due authority of, and execution and delivery by, any person or persons who are executing any of the documents required in connection with the purchase of the Property by Buyer;

6.3.4 Any transfer documents required by state or local laws; and

6.3.5 Such other commercially reasonable and customary documents as Escrow Holder may reasonably require of Buyer to complete the transaction contemplated by this Agreement.

6.4. CLOSING COSTS, PRORATIONS AND CREDITS.

6.4.1 CLOSING COSTS. Except as otherwise provided herein, Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to close the transaction contemplated hereby. Buyer shall pay (i) all costs associated with its investigation of the Property, including the cost of the Title Commitment, the Survey and any Inspections; (ii) the title premium attributable to the extended coverage portion of the owner's title policy (if applicable) issued by the Title Company to Buyer at the Closing (the "**Title Policy**"), and the cost of any title endorsements requested by Buyer (other than those required to eliminate any Seller Encumbrances or any objections set forth in the Objection Notice which Seller elected to endorse over, as set forth in Section 2.1.1 above); (iii) all costs (including any title premium) attributable to any lender's titel policy requested by Buyer or its lender in connection with this transaction; and (iv) fifty percent (50%) of all escrow and title charges. Seller shall pay (a) the title premium attributable to the standard coverage portion of the Title Policy and the cost of any title endorsements required to eliminate any Seller Encumbrances or any objections set forth in the Objection Notice which Seller elected to endorse over, as set forth in Section 2.1.1 above; (b) the recording fee for the Deed and any real property transfer taxes; and (c) fifty percent (50%) of all escrow and title charges. All other customary purchase and sale closing costs shall be paid by Seller or Buyer in accordance with the custom in the jurisdiction where the Property is located.

6.4.2 PRORATIONS. Seller and Buyer will prorate, as of 12:01 a.m., Eastern Time, on the Closing Date, any income and expenses from the operation of the Property (including utilities and

property taxes and assessments), except insurance premiums and utility deposits shall not be prorated but shall remain for the account of Seller. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. If, at the time of the Closing, the tax rate or the assessed valuation of Property has not been fixed, the apportionment of taxes will be based upon the most recently established tax rate applied to the latest assessed valuation (taking into account the maximum discount for early payment). Seller shall pay all installments of special assessments due and payable prior to the Closing Date and Buyer shall pay all installments of special assessments due and payable on and after the Closing Date that relate to the period from and after the Closing Date. If any expenses (other than taxes) cannot be determined finally as of the Closing, such expenses will be prorated on the best available information. Adjustments to the prorations will be made from time to time after the Closing to take account of final information as to expenses estimated as of the Closing that were not included in the prorations calculated at the Closing, and Buyer or Seller, as applicable, will pay the other on demand such amounts as may be appropriate based on such adjustments, together with interest at ten percent (10%) per annum from the date of demand if such amount remains unpaid more than thirty (30) days after written demand. Any re-proration of expenses must be completed within ninety (90) days after Closing or, in the case of taxes, within ninety (90) days after the 2019 tax bills are issued, and neither Buyer nor Seller will be entitled to request a payment on account of re-prorations after such date.

6.4.3 SURVIVAL. The provisions of this Section 6.4 shall survive the Closing.

ARTICLE VII

ONGOING OPERATIONS

7.1. LEASING ACTIVITIES. Following the Acceptance Date and prior to the Closing Seller shall not enter into any lease or other occupancy agreement for the Property without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion.

7.2. SERVICE CONTRACTS. Following the Acceptance Date and prior to the Closing Seller shall not enter into any new service or other contracts or agreements for the operation or maintenance of the Property which would bind the Property or Buyer after the Closing, without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion.

7.3. ENCUMBRANCES. Following the Acceptance Date and prior to the Closing Seller shall not, without the prior written consent of Buyer, in Buyer's sole and absolute discretion, sell, mortgage, pledge, encumber, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein, or consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property.

ARTICLE VIII

DEFAULT AND TERMINATION

8.1. BUYER DEFAULT. If Buyer shall fail to perform its material obligations under the terms of this Agreement, the parties hereby acknowledge and agreed that the actual amount of damages that would be sustained by Seller as a result of such Buyer default under this Agreement is difficult or impossible to ascertain and that in such event Seller, as its sole and exclusive remedy, may terminate this Agreement and its obligation to complete the transaction contemplated hereby and, upon doing so, will be entitled to receive the entire Deposit as liquidated damages. By placing their initials below, Buyer and Seller acknowledge their agreement to this liquidated damages provision. It is agreed that Seller shall not have any cause of action or claim whatsoever against Buyer because of a default under this Agreement by

Buyer, and Seller's sole and exclusive remedy shall be the receipt of the above-referenced sum as liquidated damages. Payment to Seller of the above-referenced sum is not intended as a forfeiture or penalty, but instead is intended to constitute liquidated damages to Seller.

Buyer's Initials _____ Seller's Initials _____

8.2. SELLER'S DEFAULT. If Seller shall fail to perform its material obligations under the terms of this Agreement, Buyer's sole remedy for such Seller's default shall be to elect either to (i) terminate this Agreement and receive an immediate refund of the Deposit (together with all interest earned thereon) and reimbursement from Seller for all actual and reasonable third-party, out-of-pocket expenses incurred by Buyer in connection with this transaction, in an amount not to exceed the Reimbursement Cap, and upon the making of such refund and reimbursement, this Agreement shall be null and void and of no further force or effect except for those provisions expressly stated to survive the termination of this Agreement, or (ii) commence an action for specific performance, provided that any such action for specific performance may only be commenced within thirty (30) days following the date on which Buyer obtains actual knowledge of such Seller's default, and provided that if specific performance is unavailable due to an act or omission or Seller, then Buyer shall be entitled to pursue a claim for damages against Seller in an amount not to exceed Buyer's actual damages incurred in connection with the transaction contemplated by this Agreement. Buyer's actual damages shall be defined as Buyer's out-of-pocket costs and expenses incurred in pursing the purchase of the Property and shall not include lost profits or incidental or consequential damages. Buyer hereby waives all other rights and remedies that it might have, including but not limited to, the right to sue for damages.

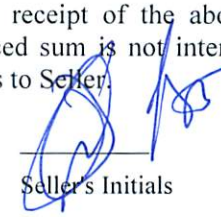
ARTICLE IX

CASUALTY OR CONDEMNATION

9.1. CASUALTY. If the Property is damaged by casualty prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect either to (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller without recourse or credit of any insurance proceeds payable by virtue of such loss or damage, plus a credit for any deductible under said policy and a credit for any uninsured loss; or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest earned thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the loss of the event giving rise to such right, or (b) the date Buyer otherwise obtains actual knowledge of the casualty. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.1 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.1.

9.2. CONDEMNATION. In the event that a condemnation proceeding shall be initiated against any portion of the Real Property prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect to either (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller at Closing of all condemnation proceeds payable as a result of such condemnation, or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the condemnation proceeding, or (b) the date Buyer otherwise obtains actual knowledge of the condemnation proceeding. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.2 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.2.

Buyer, and Seller's sole and exclusive remedy shall be the receipt of the above-referenced sum as liquidated damages. Payment to Seller of the above-referenced sum is not intended as a forfeiture or penalty, but instead is intended to constitute liquidated damages to Seller.



_____ _____

Buyer's Initials Seller's Initials

8.2. SELLER'S DEFAULT. If Seller shall fail to perform its material obligations under the terms of this Agreement, Buyer's sole remedy for such Seller's default shall be to elect either to (i) terminate this Agreement and receive an immediate refund of the Deposit (together with all interest earned thereon) and reimbursement from Seller for all actual and reasonable third-party, out-of-pocket expenses incurred by Buyer in connection with this transaction, in an amount not to exceed the Reimbursement Cap, and upon the making of such refund and reimbursement, this Agreement shall be null and void and of no further force or effect except for those provisions expressly stated to survive the termination of this Agreement, or (ii) commence an action for specific performance, provided that any such action for specific performance may only be commenced within thirty (30) days following the date on which Buyer obtains actual knowledge of such Seller's default, and provided that if specific performance is unavailable due to an act or omission or Seller, then Buyer shall be entitled to pursue a claim for damages against Seller in an amount not to exceed Buyer's actual damages incurred in connection with the transaction contemplated by this Agreement. Buyer's actual damages shall be defined as Buyer's out-of-pocket costs and expenses incurred in pursing the purchase of the Property and shall not include lost profits or incidental or consequential damages. Buyer hereby waives all other rights and remedies that it might have, including but not limited to, the right to sue for damages.

ARTICLE IX

CASUALTY OR CONDEMNATION

9.1. CASUALTY. If the Property is damaged by casualty prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect either to (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller without recourse or credit of any insurance proceeds payable by virtue of such loss or damage, plus a credit for any deductible under said policy and a credit for any uninsured loss; or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest earned thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the loss of the event giving rise to such right, or (b) the date Buyer otherwise obtains actual knowledge of the casualty. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.1 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.1.

9.2. CONDEMNATION. In the event that a condemnation proceeding shall be initiated against any portion of the Real Property prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect to either (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller at Closing of all condemnation proceeds payable as a result of such condemnation, or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the condemnation proceeding, or (b) the date Buyer otherwise obtains actual knowledge of the condemnation proceeding. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.2 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.2.

ARTICLE X

BROKERS

Seller and Buyer represent to each other that neither party has dealt with any broker or real estate consultant other than Commercial Real Estate, LLC ("**Buyer's Broker**") and CBRE ("**Seller's Broker**" and, together with Buyer's Broker, the "**Brokers**") in connection with the transaction contemplated by this Agreement. Seller agrees to pay all fees, commissions or other charges due to Seller's Broker, if, as and when there is a Closing hereunder, pursuant to Seller's separate agreement with Seller's Broker. Seller's Broker shall pay all fees, commissions or other charges due to Buyer's Broker, if, as and when there is a Closing hereunder, pursuant to a separate agreement between Seller's Broker and Buyer's Broker. Seller and Buyer shall indemnify and hold the other free and harmless from and against any liabilities, damages, costs or expenses (including, but not limited to, reasonable attorneys' fees and disbursements) suffered by the indemnified party arising from a misrepresentation or a breach of any covenant made by the indemnifying party pursuant to this Section. The provisions of this Section shall survive the Closing or earlier termination of this Contract.

ARTICLE XI

MISCELLANEOUS

11.1. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference.

11.2. SURVIVAL. Subject to Sections 4.1.3 and 6.4.2 of this Agreement, all covenants, undertakings and obligations under this Agreement and all representations and warranties contained in this Agreement will survive the Closing and will not be merged into the Deed or other documents delivered pursuant to this Agreement.

11.3. NO THIRD-PARTY BENEFICIARIES. The parties acknowledge and agree that there are no third-party beneficiaries of this Agreement.

11.4. SUCCESSORS AND PERMITTED ASSIGNS. This Agreement shall be binding and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto. Buyer shall not assign its interest in this Agreement without Seller's prior written consent, which consent may be withheld by Seller in its sole discretion. Notwithstanding the foregoing or anything to the contrary contained herein, Seller's consent shall not be required in the event Buyer's assignee is a business entity controlled and/or managed by, or under common control with, Buyer; provided that (i) such assignment shall be in writing; (ii) Buyer's obligations under this Agreement shall be assumed in writing by the assignee in form reasonably acceptable to Seller; (iii) a counterpart of the assignment and assumption agreement shall be delivered to Seller no later than the date which is five (5) business days prior to the Closing Date; (iv) any assignee of Buyer shall be in a position to make the representations and warranties of Buyer set forth in Section 4.2 above at the Closing; and (v) Buyer shall remain fully liable with the Assignee for full performance of the Buyer's obligations under this Agreement.

11.5. ATTORNEYS' FEES. If litigation is commenced by Buyer or Seller against the other party in connection with this Agreement or the transaction contemplated hereby, the party prevailing in the litigation will be entitled to collect from the other party the expense (including fees and disbursements of attorneys and other professionals and court costs) incurred in connection with the litigation. Determination of whether a party has prevailed in litigation will be judged against the final settlement offers before trial.

11.6. WAIVER. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

11.7. GOVERNING LAW. This Agreement shall be governed by and construed under the internal laws of the State where the Real Property is located, without regard to the principles of conflicts of law.

11.8. NOTICES. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) U.S. Mail, certified mail, return receipt requested; (ii) any nationally known overnight delivery service for next day delivery; (iii) delivered in person; or (iv) e-mail (provided such emailed notice is followed by a hard copy delivered either in accordance with one of the preceding subsections (i) through (iii) above or via regular U.S. Mail, unless such hard copy is waived by reply email from the recipient in response to such notice email), addressed to the parties at the addresses below. Notwithstanding the foregoing or anything to the contrary set forth herein, notices of default under this Agreement shall be delivered by the non-defaulting party to the defaulting party in accordance with one of the preceding subsections (i) through (iii) above and shall not be effective if delivered solely by e-mail.

To Seller:
The Don Levin Trust
1300 W. Olympic Blvd. Suite 770
Los Angeles, California 90064
Attn: Thomas P. Gallagher and Thomas D. Gordon
Email: tomg@dsl-cc.com; tomdg@dsl-cc.com

With a copy to:
Prior to March 15, 2019:

Elkins Kalt Weintraub Reuben Gartside LLP
2049 Century Park East, Suite 2700
Los Angeles, California 90067
Attn: Scott M. Kalt, Esq.
Email: skalt@elkinskalt.com

From and after March 15, 2019:

Elkins Kalt Weintraub Reuben Gartside LLP
10345 Olympic Boulevard
Los Angeles, California 90064
Attn: Scott M. Kalt, Esq.
Email: skalt@elkinskalt.com

To Buyer:
Donnelyn Khourie
Saint James Christian Academy
10799 SW Civic Lane
Port Saint Lucie, FL 34987
Email: Donnelyn.khourie@fscak12.com

With a copy to: Rickey L. Farrell, Attorney at Law, PA
1597 SE Port St. Lucie Boulevard
Port St. Lucie, Florida 34952
Email: rick.farrell@bellsouth.net

Notices on behalf of the respective parties may be given by their attorneys and such notices shall have the same effect as if in fact subscribed by the party on whose behalf it is given. Notwithstanding the foregoing provisions of this Section 11.8, (a) notices sent by U.S. Mail shall be deemed served three (3) days after mailing, (b) notices served by hand delivery shall be deemed served on the date of delivery if delivered at or prior to 5:00 p.m. in the receiving location on a business day and on the next business day if delivered after 5:00 p.m. in the receiving location on a business day or at any time on a non-business day, and (c) notices served by email shall be deemed served when such email is transmitted to the notice address and shall be deemed received on that same day unless given after 5:00 p.m. in the receiving location, in which case such receipt shall be the next business day, or at any time on a non-business day. Notwithstanding anything to the contrary set forth herein, notice(s) which advise the other party of a change of address of the party sending such notice or of such party's attorney, which notice shall not be deemed served until actually received by the party to whom such notice is addressed, or delivery is refused by such party.

11.9. TIME PERIODS. If the time for performance of any obligation hereunder expires on a day that is not a business day, the time for performance shall be extended to the next business day. As used herein, the term "**business day**" means any day other than Saturday, Sunday and any day which is a legal holiday in the State of Florida.

11.10. HEADINGS. The Section headings contained in this Agreement are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Agreement or be considered in construing or interpreting the provisions of this Agreement.

11.11. MODIFICATION OF AGREEMENT. No modification of this Agreement shall be deemed effective unless in writing and signed by the party against whom enforcement is sought.

11.12. FURTHER INSTRUMENTS. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to the Escrow Holder, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement. This provision shall survive the Closing.

11.13. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

11.14. SEVERABILITY. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

11.15. SECTION 1031 EXCHANGE. Either party may consummate the purchase or sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (i) the Closing shall not be delayed or affected by reason of an Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to a party's obligations under this Agreement; (ii) any party desiring an Exchange shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary and the other party shall not be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating such Exchange; and (iii) the party desiring an Exchange shall pay any additional costs that would not otherwise have been incurred by Buyer or Seller had such party not consummated its purchase or sale through an Exchange. The non-exchanging party shall reasonably cooperate with the exchanging party as necessary or required to effectuate the Exchange. Neither party shall by this agreement or acquiescence to an Exchange desired by the other party (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the other party that such party's Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986.

11.16. CONFIDENTIALITY. Seller and Buyer hereby covenant and agree that, at all times after the date hereof and prior to the Closing, unless consented to in writing by the other party, no press release or other public disclosure concerning this transaction shall be made, and each party agrees to use its good faith, commercially reasonable efforts to prevent disclosure of this transaction, other than (a) only to the extent necessary, to consultants, contractors, agents, accountants, attorneys, employees, tenants, potential and existing tenants, potential lenders, governmental agencies and affiliates of the parties who are involved in the ordinary course of business with this transaction and prospective investors and lenders, all of which shall be instructed to comply with the nondisclosure provisions hereof; (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (c) in any filings with governmental authorities required by reason of the transactions provided for herein. Buyer hereby covenants and agrees that, at all times after the date of execution hereof and prior to the Closing, unless consented to in writing by Seller, Buyer will keep in strict confidence, and shall not disclose, the contents of, or Buyer's analysis of the contents of, any documentation made available to Buyer by Seller or any of Seller's agents in connection with this transaction (including, without limitation, any of the Due Diligence Documents), or the content of any appraisal, engineering, environmental or other third party report prepared on behalf of Buyer in connection with its due diligence of the Property and the transaction contemplated by this Agreement, subject to the qualifications set forth in subsections (a), (b), and (c) in the preceding sentence. Nothing herein shall apply to any information that is in the public domain other than as a result of a breach of this Section 11.16.

11.17. COUNTERPARTS. This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement. Handwritten signatures to this Agreement transmitted by electronic transmission (for example, through use of a Portable Document Format or "PDF" file or through a "JPEG" or other picture format file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted handwritten signature and shall accept the electronically transmitted handwritten signature of the other party to this Agreement.

11.18. EXCLUSIVE. Seller agrees that it will not negotiate for, nor accept any offers to purchase the Property from any other party during the period commencing on the Acceptance Date and expiring upon the earlier to occur of (i) the date that is ninety (90) days following the Acceptance Date, and (ii) the termination of this Agreement for reasons other than Seller's default.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By:_____
Thomas P. Gallagher, Co-Trustee

By:_____
Thomas D. Gordon, Co-Trustee

BUYER:

ST JAMES CHRISTIAN ACADEMY, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By:_____
Thomas P. Gallagher, Co-Trustee

By:_____
Thomas D. Gordon, Co-Trustee

BUYER:

ST JAMES CHRISTIAN ACADEMY, INC., a Florida not-for-profit corporation

By:_____
Name: Donnelyn Khourie
Title: Director / President

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Holder under said Agreement and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned.

THE DEL TORO LAW GROUP, LLC

By:_____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT A-1

NON-OWNED ASSETS

Virginia College Ft Pierce

Make	Model	Description	Quantity	Price		
		Furniture, Lockers, Shelving				
Global		Plastic Side Chair	282	$ 25.00	$ 7,050.00	
		Laminate Wood Student Work Tables	199	$ 50.00	$ 9,950.00	
		4 DWR Lateral Cabinets	9	$ 75.00	$ 675.00	
		Steno Chairs	330	$ 55.00	$ 18,150.00	
		Chalk Boards	35	$ 15.00	$ 525.00	
		Black Boards	1	$ 15.00	$ 15.00	
		L Shaped Laminated Desk	20	$ 150.00	$ 3,000.00	
		Visual Screen	3	$ 50.00	$ 150.00	
		Cafeteria Round Tables	16	$ 45.00	$ 720.00	
		Cafeteria Fridge	2	$ 75.00	$ 150.00	
		Laminated Desk w Hutch	1	$ 175.00	$ 175.00	
		Computer Tables	71	$ 45.00	$ 3,195.00	
		Library 5 Shelf Book Cases	8	$ 45.00	$ 360.00	
		Upholstered Green Side Chairs	16	$ 50.00	$ 800.00	
		Black 3 Door Lockers	85	$ 30.00	$ 2,550.00	
		Laboratory High Chairs	51	$ 75.00	$ 3,825.00	
		File Cabinets 2 Dwr	2	$ 50.00	$ 100.00	
		File Cabinets 4 Dwr Vertical	25	$ 125.00	$ 3,125.00	
		Book Cases	4	$ 25.00	$ 100.00	
		High Back Exec Chair	13	$ 100.00	$ 1,300.00	
		Total			$ 55,915.00	$ 55,915.00
		Electronics, Printers, Audio Visual				
HP		Desk Top Computers w Screen	179	$ 150.00	$ 26,850.00	
NEC		Overhead Projectors W Screens	27	$ 250.00	$ 6,750.00	
LW		Scientific Micro Scopes Revolution	7	$ 750.00	$ 5,250.00	
LW		Scientific Incubator	1	$ 250.00	$ 250.00	
LW		Scientific Centrifuge	1	$ 400.00	$ 400.00	
Lenovo		Laptop Computers (Reception)	1	$ 250.00	$ 250.00	
Kyocera		Printers FS 2100DN	6	$ 100.00	$ 600.00	
NEC		42" TV	3	$ 75.00	$ 225.00	
		Micro Wave	1	$ 25.00	$ 25.00	
		Sections of Galvanized Shelving 25 x 27	27	$ 50.00	$ 1,350.00	
		File Cabinets 2 Dwr	2	$ 50.00	$ 100.00	
		Podium	5	$ 45.00	$ 225.00	
		Speaker phone	1	$ 75.00	$ 75.00	
					$ 42,350.00	$ 42,350.00
		Cosmetology, Massage Therapy				
		Reception Unit	1	$ 250.00	$ 250.00	
		Upholstered Side Chairs	6	$ 50.00	$ 300.00	
		2 Door Glass Cabinet	1	$ 100.00	$ 100.00	
		Glass Coffee Tables	2	$ 50.00	$ 100.00	
		Upholstered Side Chair	1	$ 50.00	$ 50.00	
		S/S Lamps	2	$ 15.00	$ 30.00	
		Adjustable Upholstered Salon Chairs	20	$ 125.00	$ 2,500.00	
Liberty		Upholstered Adjustable chair W Sink	5	$ 350.00	$ 1,750.00	
Liberty		Salon Chair W Hair Dryer	10	$ 150.00	$ 1,500.00	
CLEO		Upholstered Adjustable Massage Chair W Pedicure Sink	4	$ 1,000.00	$ 4,000.00	
		S/S Garbage Cans	20	$ 15.00	$ 300.00	
		Adjustable Massage Therapy Beds	3	$ 450.00	$ 1,350.00	
		Hot Wax Heaters	3	$ 20.00	$ 60.00	
		Steel 4 Shelf Storage Units	28	$ 50.00	$ 1,400.00	
		HPT Phoenix Super Water Heater	1	$ 2,500.00	$ 2,500.00	
		L shaped Laminate Desk w Hutch	1	$ 150.00	$ 150.00	
		Side Steno Chairs	4	$ 50.00	$ 200.00	
		Black Board	1	$ 10.00	$ 10.00	
		Black Side Chairs and Stools	8	$ 50.00	$ 400.00	
		Portable Ultra Violet Light (Nail Dryer)	1	$ 250.00	$ 250.00	
					$ 17,200.00	$ 17,200.00
		Pharmacy Lab				
		6 Shelf Book Case	9	$ 50.00	$ 450.00	
		Student Work Tables	7	$ 50.00	$ 350.00	
		Steno Chairs	20	$ 55.00	$ 1,100.00	
		Desktop Computers W Screens	5	$ 150.00	$ 750.00	
		Nuair Fume Hood	1	$ 375.00	$ 375.00	
		Stirring Hot Plate	3	$ 25.00	$ 75.00	
		Torbal Mixer	1	$ 25.00	$ 25.00	
		NEC Overhead Projector W Screen	1	$ 250.00	$ 250.00	
		Cabinetry NV	0	$ -	$ -	
		S/S 4 Compartment Sink	1	$ 375.00	$ 375.00	
		S/S Preparation Table	1	$ 250.00	$ 250.00	
					$ 4,000.00	$ 4,000.00
		Hospital Operating Room				
		Haisted Hospital Adjustable Bed	1	$ 750.00	$ 750.00	
		S/S 6 x 4 Tables	3	$ 300.00	$ 900.00	
		Overhead Lamp	1	$ 500.00	$ 500.00	
		S/Garbage Can Holders	3	$ 25.00	$ 75.00	
		Masco Electric Surgical Table #2090L	1	$ 1,500.00	$ 1,500.00	
		Arson Beam Coagulator Mod 6500	1	$ 2,000.00	$ 2,000.00	
		Excel Model 210SF Nitres, Oxygen Unit	1	$ 2,500.00	$ 2,500.00	

Oedema Heat Unit	1	$ 750.00	$ 750.00		
3 Compartment Sink	3	$ 460.00	$ 1,380.00		
Skellon	4	$ 200.00	$ 800.00		
			$ 11,155.00	$	11,155.00
Misc. Supplies					
Supplies Supplies	Lot		$ 450.00		
Cleaning & Maintained Equipment	Lot		$ 450.00		
Uniforms	Lot		$ 300.00		
Ladders	Lot		$ 25.00		
Mops	Lot		$ 25.00		
			$ 1,250.00	$	1,250.00
Main Reception					
Reception Desk	1	$ 500.00	$ 500.00		
Upholstered Chairs	8	$ 50.00	$ 400.00		
Computers & Screens	2	$ 150.00	$ 300.00		
NEC 42" Flat Screen TV	2	$ 50.00	$ 100.00		
Exec Chairs	2	$ 75.00	$ 150.00		
ShoreTel Phone System w/ System	128	$ 75.00	$ 9,600.00		
Main Server Room Routers, Etc.	1	$ 2,800.00	$ 2,800.00		
			$ 13,850.00	$	13,850.00
Books					
Library & Text Books				$	20,000.00
				$	145,720.00
Kitchen Equipment					
		Cost	Insulation	New	
As Per Listing Marked Schedule "A"		$ 415,000.00	$35,000.00	$ 450,000.00	$ 350,000.00
Total Ft Pierce					$ 495,720.00

All Photo Copiers Are Leased
Does not include any Medication or Syringes in the Pharmacy Area
Does not include any Books and Records if any

Item	Qty		Description	Sell Each	Sell Total
	3	ea	1 yr service/labor & 5 yr compressor warranty, standard		
	3	ea	115v/60/1ph, 4.7 amps, 8' cord, NEMA 5-15P		
	3	ea	Left hand hinge		
	3	ea	CASTER SET2IN Casters, 2-1/2", set of 4, for 27" wide models	123.89	371.67
			Extended Total for Item No. 5: **$4,940.37**		
6	3	ea	**PREP WORK TABLE, BAKERS TOP** Advance Tabco Model No. WOODTAB-X Bakers Top Work Table, 1-3/4" thick wood top, 30" wide top, with splash at rear and both sides, 144" long, s/s open base, with side and rear rails only, w/ 4" risers	2,408.10	7,224.30
			Extended Total for Item No. 6: **$7,224.30**		
7	3	ea	**OVERSHELF WITH CHASE** Low Temp Industries, Inc Model No. CUSTOM Single Overshelf Assembly -144" long x 24" wide - 16 ga. stainless steel overshelf - Mounted to top of item 2 and 6 using 1" OD stainless steel vertical tubular supports and 14 ga. stainless steel channels to for attaching to splash on butcher block tops - Provide 14 ga. stainless steel 1 1/2" wide trim strip for installation on top of splashes where they abutt - Provide full length 18 ga. stainless steel electrical chase mounted below overshelf - Chase to be 6" x 6" - Provide four (4) NEMA 5-15 duplex electrical receptables in chase- Chase to have removable access panels on bottom for access to wiring -Provide 18 ga. stainless steel vertical electrical chase on end of each table assembly, item 2 and 6 - Provide two (2) NEMA 5-20 recept in vertical chase as shown-One chase to have additional receptacle for item 12,Proofer	1,512.72	4,538.16
			Extended Total for Item No. 7: **$4,538.16**		
8	3	ea	**POT RACK, WALL-MOUNTED** Advance Tabco Model No. SW-72 Pot Rack, wall-mounted, double bar design, 72" long, with 18 plated double hooks, constructed of 1/4" x 2" stainless steel	455.63	1,366.89
			Extended Total for Item No. 8: **$1,366.89**		
9	2	ea	**EQUIPMENT STAND, FOR MIXER SLICER** Advance Tabco Model No. SAG-MT-302 Equipment Stand with adjustable undershelf, 24" x 30", 24" high, stainless top, legs, and undershelf	350.17	700.34
			Extended Total for Item No. 9: **$700.34**		
10	2	ea	**SINK, HAND** Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	182.58

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Item	Qty		Description		Sell Each	Sell Total
	2	ea	H-107 Side Splashes for hand sink, pair		134.60	269.20
			Extended Total for Item No. 10:	**$451.78**		
11	2	ea	**FOOD MIXER** Berkel Model No. FMS10-U1Y1 Mixer, Bench, 10-qt. capacity, five-speed drive w/15 min. timer, #12 hub, painted finish, removable bowl guard w/ingredient chute, s/s bowl, beater, whip & dough hook, cord & plug, with hub, 1 HP, 100-120v/50/60/1-ph, 11 amps			Existing
	2	ea	1 year parts, service & travel warranty (excluding wear items), std.			
12	1	ea	**CABINET, MOBILE PROOFER** Metro Model No. C519-PFC-U Packed: each C5™ 1 Series Proofing Cabinet, mobile, full height, non-insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190ºF, universal wire slides on 3" centers, adjustable on 1-1/2" increments, (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters, aluminum, 120v/60/1, 1440 watts, 12 amps, NEMA 5-15P, UL, CUL, NSF		2,110.82	2,110.82
			Extended Total for Item No. 12:	**$2,110.82**		
13	1	ea	**EXHAUST HOOD** Larkin Model No. EO-BR 19' 1" x 60" x 24" (EXHAUST ONLY-BACK RETURN) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED HOOD IS 2 SECTIONS, END TO END SECTION 1 OF HOOD 5 9' 7" x 60" x 24" WEIGHT: 525lbs 450 Degree ETL Label (no charbroiler) 2 Prewired Incandescent Light(s) 1 13X13 Exhaust Collar(s) For Top Loose 1 24X6 Supply Collar W/O Damper Loose 1 115"X6" BACK RETURN PLENUM 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 115X78 S/S Back Wall Splash Panel 1 Ansul Piping 1 Heat Sensor Mounted In Hood 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 1920 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1536 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. 9' 6" x 60" x 24" WEIGHT: 525lbs 450 Degree ETL Label (no charbroiler) 2 Prewired Incandescent Light(s) 1 13X13 Exhaust Collar(s) For Top Loose 1 24X6 Supply Collar W/O Damper Loose 1 126"X6" BACK RETURN PLENUM 1 Need Height S/S Ceiling Skirt 1 126X78 S/S Back Wall Splash Panel		16,013.75	16,013.75

Item	Qty		Description	Sell Each	Sell Total
			1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Including up to 2" Mechanical Gas Valve 1 Chrome Sleeves for Piping 1 Automatic Fan Controll System With Energy Saver (Wall Mount) A Fully Modulating Energy Saving System 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 1900 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1520 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. **Extended Total for Item No. 13: $16,013.75**		
13.1	1	ea	**CONTROL PANEL COVER** Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. **Extended Total for Item No. 13.1: $82.80**	82.80	82.80
14	2	ea	**RANGE, GAS, HEAVY DUTY, 36"**  Vulcan Model No. V4B36B V Series Heavy Duty Range, 36", Gas, (4) 33,000 BTU open burners, cast iron grates, storage base w/cabinet doors, stainless steel front, front top ledge, sides, base, burner box & stub back, 132,000 BTU, 6" adjustable legs, CSA, NSF	3,977.62	7,955.24
	2	ea	1 year limited parts & labor warranty, standard		
	2	ea	1-1/4" rear gas connection, standard		
	2	ea	Rear gas connection: cap and cover, both ends		
	2	ea	Gas type to be specified		
	2	ea	PRREGN-3/4 3/4" NPT pressure regulator w/reducer (Natural gas)	80.09	160.18
	2	ea	CASTERS RR4 Casters (set of 4)	235.81	471.62
			Extended Total for Item No. 14: $8,587.04		
14.1	2	ea	**SAFETY SYSTEM MOVEABLE GAS CONNECTOR**  Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty **Extended Total for Item No. 14.1: $362.36**	181.18	362.36
15	1	ea	**OVEN, DECK-TYPE, ELECTRIC** Gemini Bakery Model No. DC43 Sveba Dahlen Oven, electric, deck-type, (4) single decks, 3 pan cap., 64.25"W x 32.25"D x 6.5" H deck, individual controls for top, bottom & front heat w/60 min. timer per deck, aluminized steel interior, double glazed window, s/s front and sides	37,892.50	37,892.50
	1	ea	480v/60/3-ph, 51.2 kw, 61.65 amps, heater elements, contact factory for electrical load information, std.		
	1	ea	115v/60/1-ph, 15 amps, controls, contact factory for electrical load information, std		

Item	Qty		Description	Sell Each	Sell Total
	4	ea	Stone hearth, per deck		
	4	ea	NOTE: Must specify quantity & location of decks to have stone hearths		
	4	ea	Self-generating steam system including distribution & controls (add 2 kw/5 amps each) per deck		
	1	ea	Steam trap & piping, required, per oven		
	1	ea	Casters (set of 4), std		
	1	ea	Separate crating is required		
	1	ea	Note: Genie or Forklift required to lift the oven up and on to its casters for all Deck Ovens		
	1	ea	Supervision of installation and start up for all NOT pre-assembled ovens (net)	1,840.00	1,840.00
			Extended Total for Item No. 15: $39,732.50		
15.1	1	ea	**WATER FILTER ASSEMBLY** Everpure Model No. EV9797-20 Packed: each SR-X Scale Inhibitor, Feeder & Deliming System, inhibits limescale build up in steamers, housing converts ScaleKleen feeder for periodic delimings, includes SR-X 10" clear housing, 1 SS-10 cartridge, dip tube assy, (1) 2.2 lb. package of ScaleKleen	162.73	162.73
			Extended Total for Item No. 15.1: $162.73		
15.2	1	ea	**WATER HOSE** T & S Brass Model No. HW-4B-72VB Packed: each Water Hose, with quick disconnect, vacuum breaker, 3/8" diameter, 72" long	176.64	176.64
			Extended Total for Item No. 15.2: $176.64		
15.3	1	ea	**GAS VALVES & FITTINGS** Dormont Manufacturing Model No. RDC48 Restraining Device for 48" Connectors	12.11	12.11
	1	st	PS Safety-Set, equipment placement system for all caster-mounted equipment, allows percise, consistent equipment placement under the fire supression and ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), Includes two (2) units and both adhesive foam tape and hardware pack as optional installation methods	35.86	35.86
			Extended Total for Item No. 15.3: $47.97		
16	1	ea	**STEAMER, CONVECTION COUNTERTOP** Cleveland Range Model No. 21CET16 Packed: each Steamcraft® Ultra 5 Convection Steamer, electric, Countertop, 1 compartment, (5) 12 x 20 x 2-1/2" pans/compartment capacity, automatic water level and generator drain controls with 60-minute mechanical timer and bypass switch for constant steaming, stainless steel construction, 16 kW	4,096.88	4,096.88
	1	ea	One year limited warranty, standard		
	1	ea	9797-50CT CT KLEENSTEAM® Filter System for counter top steamers, (1) 4CB5 5 micron carbon block (9617-11), (1) SS10 Scalestick cartridge (9799-0201) & (2) ScaleKleen 7.0 oz. packets (9796-20) (note: two are needed for double stack applications), for counter steamers only	296.13	296.13
	1	ea	(VOS2) 440-480v/60/3-ph, 18.2 amps, 3-wire	169.63	169.63

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Item	Qty		Description		Sell Each	Sell Total
	1	ea	SCS1 Steam shut-off switch, single compartment		135.13	135.13
	1	ea	UNISTAND34 (P/N 111721) Equipment Stand, 34" H, stainless steel		560.63	560.63
	1	ea	POSK Pull-Out Shelf Kit		138.00	138.00
	1	ea	URK Pan Rack Kit		103.50	103.50
			Extended Total for Item No. 16:	**$5,499.90**		
17	1	ea	**OVERSHELF, WALL-MOUNTED** Advance Tabco Model No. WS-12-48 Shelf, wall-mounted, stainless steel, 12" wide, 4 feet long		159.13	159.13
			Extended Total for Item No. 17:	**$159.13**		
18	1	ea	**MARBLE TOP TABLE** Low Temp Industries, Inc Model No. CUSTOM 48" x 30" - Marble Top; Splash at rear; Turn Down at Free Edge; Open Base - No Undershelf		1,475.00	1,475.00
			Extended Total for Item No. 18:	**$1,475.00**		
19	1	ea	**BATCH FREEZER, ICE CREAM/YOGURT** Taylor Co. Model No. 104 Batch Ice Cream Freezer, counter model, air-cooled self-contained refrigeration system, 3qt. freezing cylinder, automatic timer control, funnel, s/s finish, (1) 2,500 BTU/hr compressor, R404A, 1hp motor (Go to the Taylor web site link to locate your distributor for pricing & warranty information)		6,367.84	6,367.84
	1	ea	208-230v/60/1ph, 15 amps			
			Extended Total for Item No. 19:	**$6,367.84**		
19.1	1	ea	**EQUIPMENT STAND, FOR MIXER SLICER** Advance Tabco Model No. SAG-MT-302 Equipment Stand with adjustable undershelf, 24" x 30", 24" high, stainless top, legs, and undershelf		350.17	350.17
	1	st	TA-25 Casters, 5", swivel, with rubber wheels (set of 4; 2 with brakes)		125.49	125.49
			Extended Total for Item No. 19.1:	**$475.66**		
20			Spare Number			Spare
21	1	ea	**SINK, ONE (1) COMPARTMENT** Advance Tabco Model No. 94-1-24 Regaline Sink, one compartment, 20" front-to-back x 16" W compartment, 14" deep, with 11" high splash, s/s open frame base, boxed crossrails, s/s bullet feet, 14/304 stainless steel, overall 27" F/B x 25" L/R		1,179.04	1,179.04
			Extended Total for Item No. 21:	**$1,179.04**		

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Item	Qty		Description	Sell Each	Sell Total
21.1	1	ea	**FAUCET** T & S Brass Model No. B-0231 Packed: each Sink Mixing Faucet, with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles	113.44	113.44
	1	ea	B-0230-K Installation Kit, 1/2" NPT nipple, lock nut and washer, short E1-1/2" NPT female x male	25.56	25.56
			Extended Total for Item No. 21.1: $139.00		
22	1	ea	**WALK-IN COOLER** Kolpak Model No. CUSTOM 8'-8.5" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: 4" (high) Vinyl Screed Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvalume Standard Door: 4 x 34 (Std) x 78 LH Walk-In door located Center Standard on Left Wall. Recessed 0" with 0" Leveling Sand and 0" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume **Extended Total for Item No. 22: $6,034.05**	6,034.05	6,034.05
23	1	ea	**EVPAPORATOR COIL** Kolpak Model No. CUSTOM Included with item # 24		
24	1	ea	**COOLER CONDNESER UNIT** Kolpak Model No. CUSTOM 1 HP, Medium Temp, Pre-Charged Lines, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included Voltage: Condensing Unit 208/230-60-1, Evaporator(115 / 1) Amps: Condensing Unit 7.8, Evaporator 2.1 Accessories: (1) 40' Pre-Charged Lines (1) Medium Temp Time Clock - 115V (PCL and PR) **Extended Total for Item No. 24: $4,151.50**	4,151.50	4,151.50
25	4	ea	**SHELVING, WIRE** Metro Model No. 2448NK3 Packed: each Super Erecta® Shelf, wire, 24" W, 48" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	46.69	186.76
	8	ea	74PK3 Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	12.08	96.64
	4	ea	2442NK3 Super Erecta® Shelf, wire, 24" W, 42" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	46.69	186.76
			Extended Total for Item No. 25: $470.16		

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Item	Qty		Description	Sell Each	Sell Total
	12	ea	74PK3 Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	12.08	144.96
	4	ea	2442NK3 Super Erecta® Shelf, wire, 24" W, 42" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	46.69	186.76
			Extended Total for Item No. 31: **$774.44**		
32	4	ea	**BUN PAN RACK, MOBILE** Win-Holt Equipment Group Model No. ADE1820B/KDA Packed: each Mobile Pan Rack, full height, open sides, (20) 18"x26" pan capacity, with angle slides on 3" centers, all welded aluminum construction, end loading, 69" high, 5" polyurethane swivel casters, NSF, shipped KD	176.47	705.88
			Extended Total for Item No. 32: **$705.88**		
33	1	ea	**WALK-IN FREEZER** Kolpak Model No. CUSTOM 7'-7" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: .100 Smooth Aluminum Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvalume Standard Door: 4 x 34 (Std) x 78 LH Walk-In door located Center Standard on Front Wall. Recessed 0" with 0" Leveling Sand and 0" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume. INCLUDED WITH ITEM # 28		
34	1	ea	**EVPAPORATOR COIL** Kolpak Model No. CUSTOM Included with item # 35		
35	1	ea	**FREEZER CONDNESER UNIT** Kolpak Model No. PCL1199LOP 2HP, Low Temp, Pre-Charged Lines, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included Voltage: Condensing Unit 208/230-60-1, Evaporator(208 / 1) Amps: Condensing Unit 12.8, Evaporator 8.7 Accessories: (1) 40' Pre-Charged Lines	5,089.90	5,089.90
			Extended Total for Item No. 35: **$5,089.90**		
36	1	ea	**DUNNAGE RACK, TUBULAR** New Age Model No. 2052 Packed: each Dunnage Rack, square bar, 1-tier, 20"W x 30"L x 12"H, all welded aluminum construction, weight capacity 3000 lbs., NSF	90.85	90.85
	1	ea	Lifetime warranty against rust & corrosion, 5 year construction warranty, std.		
	1	ea	All New Age products are made in the USA		
			Extended Total for Item No. 36: **$90.85**		

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Item	Qty		Description	Sell Each	Sell Total
37	8	ea	**SHELVING, WIRE** Metro Model No. 2148NK3 Packed: each Super Erecta® Shelf, wire, 21" W, 48" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	41.66	333.28
	8	ea	2142NK3 Super Erecta® Shelf, wire, 21" W, 42" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	41.66	333.28
	16	ea	74PK3 Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	12.08	193.28
			Extended Total for Item No. 37: $859.84		
38	8	ea	**WORK TABLE** Low Temp Industries, Inc Model No. CUSTOM 6' x 30" - Splash at Rear; Turn Down at Free Edge; (2) Receptacle; (1) Drawer; Open Base to Allow for Undercounter Refrigerator; Undershelf - where Specified 1 5/8" OD stainless steel legs and crossrails where open to floor for item 39 -Provide partial lower shelf on remainder of table - Other table to be provided with 18 ga. stainless steel reinforced lower shelf full length, welded to legs - Provide two (2) stainless steel drawer pans mounted in a stainless steel fully enclosed housing with double pan drawer front, integral formed hand pull and rubber stops - Provide cylinder locks for each drawer - Drawers to be located as shown on drawing - Provisions in top of table for installation of item 41, Overshelf - Provide two (2) pedistal type double face electrical receptacles - No wiring -	1,304.10	10,432.80
			Extended Total for Item No. 38: $10,432.80		
39	8	ea	**REFRIGERATOR, UNDERCOUNTER, REACH-IN** Traulsen Model No. UHT27-L Dealer's Choice Compact Undercounter Refrigerator, 27"W, one-section, reach-in, s/s exterior top, sides & door, hinged left, anodized aluminum interior, galvanized exterior back & bottom, rear-mounted self-contained refrigeration, 1/6 Hp	1,522.90	12,183.20
	8	ea	1 yr service/labor & 5 yr compressor warranty, standard		
	8	ea	115v/60/1ph, 4.7 amps, 8' cord, NEMA 5-15P		
	8	ea	Left hand hinge		
	8	ea	CASTER SET2IN Casters, 2-1/2", set of 4, for 27" wide models	123.89	991.12
			Extended Total for Item No. 39: $13,174.32		
40	1	ea	**FREEZER, REACH-IN** Traulsen Model No. G12000 Dealer's Choice Freezer, Reach-in, One-Section, self-contained refrigeration w/Microprocessor control, s/s front & half height doors (hinged right), anodized aluminum sides & interior, (3) epoxy coated shelves (factory installed), 6" high casters, UL & NSF listed	3,272.67	3,272.67
	1	ea	115v/60/1ph, 9.5 amps, NEMA 5-15P, standard		
	1	ea	1 yr service/labor & 5 yr compressor warranty, standard		

Item	Qty		Description	Sell Each	Sell Total
	1	ea	G1ACC-TK2 Set of 2 pairs #4 type tray slides, for all single section G-series models (with pilasters)	245.68	245.68
	1	ea	ASSEMBLY LOUVER SECTION Part SK-500-70002-00 Assembly Lover 1 section	91.47	91.47
			Extended Total for Item No. 40: $3,609.82		
41	8	ea	**OVERSHELF**	398.80	3,190.40
			Low Temp Industries, Inc Model No. CUSTOM		
			78" long x 24" wide -16 ga. stainless steel table mounted overshelf - Mounted to top of item 38 and 42 using 1" OD stainless steel vertical tubular supports		
			Extended Total for Item No. 41: $3,190.40		
42	8	ea	**WORK TABLE**	1,304.10	10,432.80
			Low Temp Industries, Inc Model No. CUSTOM		
			6' x 30" - Splash at Rear; Turn Down at Free Edge; (2) Receptacle; (1) Drawer; Undershelf - where Specified 1 5/8" OD stainless steel legs and crossrails where open to floor for item 39 -Provide partial lower shelf on remainder of table - Other table to be provided with 18 ga. stainless steel reinforced lower shelf full length, welded to legs - Provide two (2) stainless steel drawer pans mounted in a stainless steel fully enclosed housing with double pan drawer front, integral formed hand pull and rubber stops - Provide cylinder locks for each drawer - Drawers to be located as shown on drawing - Provisions in top of table for installation of item 41, Overshelf - Provide two (2) pedistal type double face electrical receptacles - No wiring -		
			Extended Total for Item No. 42: $10,432.80		
43	2	ea	**SINK, HAND**	91.29	182.58
			Krowne Metal Model No. HS-9 Packed: each		
			Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction		
	2	ea	H-107 Side Splashes for hand sink, pair	134.60	269.20
			Extended Total for Item No. 43: $451.78		
44	4	ea	**FRYER, FLOOR MODEL, GAS, FULL POT**	4,691.72	18,766.88
			Vulcan Model No. VFRY18 V Series Heavy Duty Range Match Fryer, gas, 18", 120,000 BTU, 45-50 pound fat capacity		
	4	ea	1 year limited parts & labor warranty, standard		
	4	ea	ZZVULGSC0114R 1-1/4" rear gas connection		
	4	ea	ZZVUL34LPGASA01 3/4" NPT pressure regulator (Natural gas)	63.40	253.60
	4	ea	ZZVULCANCCAPB01 Cap and cover both left and right		
	4	ea	VFR122B 18"W x 22"H Fryer riser, for dump station with basket hanger, for fryer	625.56	2,502.24
	4	ea	1 year limited parts & labor, 5 year limited fry tank warranty, standard		
	4	ea	Natural gas, specify elevation if over 2,000 ft.		
	4	ea	Controls voltage: 120v/60/1, NEMA 5-15P, standard		
	4	ea	3/4" rear gas connection, standard		

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Item	Qty		Description	Sell Each	Sell Total
	4	ea	Rear gas connection: cap and cover location to be specified		
	4	ea	VSPGARD FRYER Removable Splash Guard, 10", stainless steel, for fryer	143.71	574.84
	4	ea	COVER 1GR45F Tank Cover, stainless steel, for GR45	139.48	557.92
	4	ea	CASTERS 6" casters	211.34	845.36
			Extended Total for Item No. 44: **$23,500.84**		
44.1	4	ea	**SAFETY SYSTEM MOVEABLE GAS CONNECTOR** Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty	181.18	724.72
			Extended Total for Item No. 44.1: **$724.72**		
45	1	ea	**WORK TABLE, 12" - 18", STAINLESS STEEL TOP** Advance Tabco Model No. TFMS-123 Equipment Filler Table, open base, s/s legs, 1-1/2" turn up in rear, 12" x 36", (filler table needs to be placed between 2 other tables for stability)	326.46	326.46
			Extended Total for Item No. 45: **$326.46**		
46	4	ea	**POT FILLER FAUCET** T & S Brass Model No. B-0594 Packed: each Pot Filler Faucet, splash-mounted single valve, double-joint nozzle, 24"L, with insulated off-on control valve at outlet, 1/2" IPS female inlet	171.40	685.60
			Extended Total for Item No. 46: **$685.60**		
47	4	ea	**RANGE, GAS, HEAVY DUTY, 36"** Vulcan Model No. V6B36S V Series Heavy Duty Range, 36", Gas, (6) 33,000 BTU open burners, cast iron grates, standard oven base, stainless steel front, front top ledge, side, base, burner box, exterior bottom & stub back, 6" adjustable legs, 248,000 BTU, CSA, NSF	5,105.95	20,423.80
	4	ea	ZZVULGSC0114R 1-1/4" rear gas connection		
	4	ea	ZZVULCANCCAPB01 Cap and cover both left and right		
	4	ea	ZZVULCANSBA001 4" stub back, standard		
	4	ea	1 year limited parts & labor warranty, standard		
	4	ea	1-1/4" rear gas connection, standard		
	4	ea	Rear gas connection: cap and cover, both ends		
	4	ea	Gas type to be specified		
	4	ea	PRREGN-001 1" NPT pressure regulator w/reducer (Natural gas)	147.94	591.76
	4	ea	650 degree Oven thermostat with 1/2" steel deck	710.10	2,840.40
	4	ea	CASTERS RR4 Casters (set of 4)	224.02	896.08
			Extended Total for Item No. 47: **$24,752.04**		

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Item	Qty		Description		Sell Each	Sell Total
47.1	4	ea	**SAFETY SYSTEM MOVEABLE GAS CONNECTOR** Dormont Manufacturing Model No. 16100KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty		218.90	875.60
			Extended Total for Item No. 47.1:	**$875.60**		
48	4	ea	**RANGE, GAS, HALF SIZE, 24"** Vulcan Model No. VCBB24B V Series Heavy Duty Range, 24", Gas, charbroiler, cast iron grates and char-radiants, storage base w/cabinet doors, stainless steel front, front top ledge, side, base, burner box, exterior bottom & stub back, 6" adjustable legs, 65,000 BTU, CSA, NSF		3,461.73	13,846.92
	4	ea	1 year limited parts & labor warranty, standard			
	4	ea	3/4" rear gas connection. standard			
	4	ea	Gas type to be specified			
	4	ea	3/4" NPT pressure regulator (Natural gas)		63.40	253.60
	4	ea	Cap and cover both left and right			
	4	ea	4" stub back, standard			
	4	ea	CASTERS RR4 Casters (set of 4)		224.02	896.08
			Extended Total for Item No. 48:	**$14,996.60**		
48.1	4	ea	**SAFETY SYSTEM MOVEABLE GAS CONNECTOR** Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty		181.18	724.72
			Extended Total for Item No. 48.1:	**$724.72**		
49	4	ea	**SALAMANDER BROILER, GAS** Vulcan Model No. 36SB Salamander Broiler, Gas, 36" restaurant range mount (36L series), 66,000 BTU total with (6) 11,000 BTU burners, with stainless steel radiants, infinite manual control, standing pilot ignition system, trigger grip positive rack positioning, stainless steel front, top and sides, 3/4" top gas connection with regulator, CSA, NSF		1,845.41	7,381.64
	4	ea	NOTE: A reinforced riser must be ordered with every Salamander in order to properly mount to range			
	4	ea	1 year limited parts & labor warranty, standard			
	4	ea	Gas type to be specified			
	4	ea	WALLMNT-CHRBKR Chrome wall bracket, for FCMJ		139.48	557.92
			Extended Total for Item No. 49:	**$7,939.56**		
50			Spare Number			Spare

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Item	Qty		Description	Sell Each	Sell Total
54	1	ea	**EXHAUST HOOD** Larkin Model No. EO-FPSP 15' 7" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM)WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED WEIGHT: 766lbs 600 Degree ETL Label 4 Prewired Incandescent Light(s) 2 14X14 Exhaust Collar(s) For Top Loose 4 24X10 Supply Collar W/O Damper Loose 1 199"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 199X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Chrome Sleeves for Piping 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Automatic Fan Controll System With Energy Saver (Wall Mount) A Fully Modulating Energy Saving System 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 4680 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 3744 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. **Extended Total for Item No. 54: $15,059.25**	15,059.25	15,059.25
54.1	1	ea	**CONTROL PANEL COVER** Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. **Extended Total for Item No. 54.1: $82.80**	82.80	82.80
55	2	ea	**FOOD MIXER** Berkel Model No. FMS20-U1Y1 Packed: each Mixer, Bench, 20-qt. capacity, five-speed drive w/15 min. timer, #12 hub, painted finish, removable bowl guard w/ingredient chute, s/s bowl, beater, whip & dough hook, cord & plug, with hub, 1 HP, 100-120v/50/60/1-ph, 11 amps	2,563.55	5,127.10
	2	ea	1 year parts, service & travel warranty (excluding wear items), std.		
	2	ea	FCMC-FMSKIT Meat Grinder, #12 taper hub, 1/8" plate, knife, rammer & pan	547.22	1,094.44
			Extended Total for Item No. 55: $6,221.54		
56	2	ea	**EQUIPMENT STAND, FOR MIXER SLICER** Advance Tabco Model No. SAG-MT-302 Equipment Stand with adjustable undershelf, 24" x 30", 24" high, stainless top, legs, and undershelf	376.20	752.40
			Extended Total for Item No. 56: $752.40		

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Item	Qty		Description	Sell Each	Sell Total
57	2	ea	**OVERSHELF, WALL-MOUNTED** Advance Tabco Model No. WS-12-84 Shelf, wall-mounted, stainless steel, 12" wide, 7 feet long	205.71	411.42
			Extended Total for Item No. 57: **$411.42**		
58	2	ea	**WORK TABLE, 84", STAINLESS STEEL TOP** Advance Tabco Model No. KSS-307 Work Table, 30" wide top, with splash at rear only, 84" long, with adjustable undershelf, s/s frame & shelf, 14 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet	1,008.00	2,016.00
	2	ea	TA-11B-2 Double Sink Welded Into Table Top, 16" X 20" X 12"	860.78	1,721.56
	2	ea	K-50OMIT To Delete Faucet	-9.92	-19.84
	4	ea	K-2C Sink Cover, 16" x 20", Poly-Vance™	96.60	386.40
			Extended Total for Item No. 58: **$4,104.12**		
58.1	2	ea	**FAUCET** T & S Brass Model No. B-0225 Packed: each Deck Mixing Faucet, with 12" swing nozzle, 4" centers with 1/2" IPS eccentric flanged female inlets, lever handles	110.40	220.80
			Extended Total for Item No. 58.1: **$220.80**		
59	2	ea	**POT RACK, WALL-MOUNTED** Advance Tabco Model No. SW1-72 Pot Rack, wall-mounted, single bar design, 72" long, with 9 plated double hooks, constructed of 1/4" x 2" stainless steel	284.06	568.12
			Extended Total for Item No. 59: **$568.12**		
60			Spare Number		Spare
61	1	ea	**EXHAUST HOOD** Larkin Model No. CUSTOM 13' 3" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSE WEIGHT: 676lbs 600 Degree ETL Label 4 Prewired Incandescent Light(s) 2 13X13 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 171"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 171X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood)	9,968.20	9,968.20

Item	Qty		Description		Sell Each	Sell Total
			1 Chrome Sleeves for Piping 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 3990 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 3192 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. **Extended Total for Item No. 61:**	**$9,968.20**		
61.2	1	ea	**CONTROL PANEL COVER** Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. **Extended Total for Item No. 61.2:**	**$82.80**	82.80	82.80
62	1	ea	**COOK/HOLD OVEN CABINET, ELECTRIC** Alto-Shaam Model No. 1767-SK Packed: each Halo Heat® Slo Cook Hold & Smoker Oven, electric, double deck, standard depth, 100 lb capacity each - (7) full-size pans, manual controls, stainless steel construction with window in door, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart™, UL		8,978.94	8,978.94
	1	ea	208v/60/1, 30.9amps, 6.4kW (no cord or plug), standard			
	1	ea	Doors hinged on right, standard **Extended Total for Item No. 62:**	**$8,978.94**		
63	1	ea	**ICE MAKER WITH BIN, CUBE-STYLE** Scotsman Model No. CU1526SA-1A Prodigy® Ice Maker w/Bin, Cube Style, air-cooled, self-contained condenser. 80 lb bin storage capacity, up to 150-lb production/24 hours, Auto-alert™ indicator lights, recessed front panel on/off switch, front removable air filter, stainless steel finish, small cube size, 115v/60/1-ph, 11.5 amps, ENERGY STAR®		1,896.05	1,896.05
	1	ea	3 year parts & labor warranties			
	1	ea	5 year parts on compressor and condenser			
	1	ea	5 year parts and labor on evaporator			
	1	ea	SSM1-P Water Filter Assembly, single system, designed for ice makers & beverage equipment, cubers up 650lbs., flakers, nuggets & nugget dispensers up to 1,200 lbs., includes AquaArmor by AgION for antimicrobial protection **Extended Total for Item No. 63:**	**$2,090.73**	194.68	194.68
64	2	ea	**RANGE, GAS, HALF SIZE, 18"** Vulcan Model No. VGT18B V Series Heavy Duty Range, 18", Gas, Griddle top, 3/4" polished steel plate, snap action thermostatic controls, storage base w/cabinet doors, side splashes, stainless steel front, front top ledge, side, base, burner box, exterior bottom & stub back, 6" adjustable legs, 30,000 BTU, CSA, NSF		3,161.63	6,323.26
	2	ea	1 year limited parts & labor warranty, standard			
	2	ea	1-1/4" rear gas connection			
	2	ea	Gas type to be specified			

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Item	Qty		Description		Sell Each	Sell Total
	2	ea	3/4" NPT pressure regulator w/reducer (Natural gas)		63.40	126.80
	2	ea	Cap and cover both left and right			
	2	ea	4" stub back, standard			
	2	ea	CASTERS RR4 Casters (set of 4)		224.02	448.04
			Extended Total for Item No. 64:	**$6,898.10**		
64.1	2	ea	**SAFETY SYSTEM MOVEABLE GAS CONNECTOR**		181.18	362.36
			Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty			
			Extended Total for Item No. 64.1:	**$362.36**		
65	1	ea	**EXHAUST HOOD**		9,742.80	9,742.80
			Larkin Model No. EO-FPSP 12' 7" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED ITEM#65 WEIGHT: 631lbs 600 Degree ETL Label 3 Prewired Incandescent Light(s) 2 13X13 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 163"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 163X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System LH-END (Fire Cabinet Adds 12" to Length of Hood) 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Chrome Sleeves for Piping 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 3780 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 3024 CFMS @ .125 S.P.			
			Extended Total for Item No. 65:	**$9,742.80**		
65.1	1	ea	**CONTROL PANEL COVER**		82.80	82.80
			Larkin Model No. CUSTOM Stainless Steel chase to cover control panel.			
			Extended Total for Item No. 65.1:	**$82.80**		
66	1	ea	**EXHAUST HOOD**		14,907.45	14,907.45
			Larkin Model No. EO-FPSP 16' 2" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED HOOD IS 2 SECTIONS, END TO END SECTION 1 OF HOOD 2 8' 1" x 48" x 24" WEIGHT: 451lbs 600 Degree ETL Label 2 Prewired Incandescent Light(s)			

Item	Qty		Description		Sell Each	Sell Total
			1 15X15 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 97"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 97X78 S/S Back Wall Splash Panel 1 Ansul Piping 1 Heat Sensor Mounted In Hood 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 2430 CFMS @ .625 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1944 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. SECTION 2 OF HOOD 2 8' 1" x 48" x 24" WEIGHT: 451lbs 600 Degree ETL Label 2 Prewired Incandescent Light(s) 1 15X15 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 109"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 109X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Chrome Sleeves for Piping 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Automatic Fan Controll System With Energy Saver (Wall Mount) A Fully Modulating Energy Saving System 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 2430 CFMS @ .625 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1944 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. **Extended Total for Item No. 66:**	**$14,907.45**		
66.1	1	ea	**CONTROL PANEL COVER** Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. **Extended Total for Item No. 66.1:**	**$82.80**	82.80	82.80
67	1	ea	**TILTING SKILLET/BRAISING PAN, ELECTRIC** Cleveland Range Model No. SEL30T1 Packed: each PowerPan™ Tilting Skillet, electric, 30-gallon cap., bead blasted cooking surface, 10º tilt cooking feature, w/easy manual hand tilt, spring-assisted cover w/vent, gallon & liter markings, s/s construction w/open leg frame		6,336.50	6,336.50
	1	ea	One year limited warranty, standard			
	1	ea	Standard wattage			

10-3-12 Culinard Fort Pierce, Florida

Item	Qty		Description	Sell Each	Sell Total
	1	ea	(VOSK3) 480v/60/3-ph, 12kw, 14.4 amps		
	1	ea	SPS13 Single Pantry Faucet & Bracket, for T1 skillets, mounts on right rear of console	221.37	221.37
			Extended Total for Item No. 67: $6,557.87		
68	2	ea	**SINK, HAND** Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	182.58
	2	ea	H-107 Side Splashes for hand sink, pair	134.60	269.20
			Extended Total for Item No. 68: $451.78		
69	3	ea	**SINK, HAND** Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	273.87
	3	ea	H-107 Side Splashes for hand sink, pair	134.60	403.80
			Extended Total for Item No. 69: $677.67		
70	1	ea	Lot of Student lockers		By Others
71			Spare Number		Spare
72	3	ea	**SINK, (3) THREE COMPARTMENT** Advance Tabco Model No. 93-83-60-36RL Regaline Sink, three compartment, w/left & right-hand drainboards, 28" front-to-back x 20" W compartment, 12" deep, with 8" high splash, s/s open frame base, side crossrails, 16/304 stainless steel, 36" drainboards, overall 35" F/B x 139" L/R	2,895.00	8,685.00
	3	ea	K-472 Faucet hole revision, each	42.26	126.78
	9	ea	K-5 Drain, twist operated, 2" NPT and 1-1/2" IPS outlet connections	89.70	807.30
	9	ea	K-4 Support Bracket, for lever drains on sinks	18.54	166.86
			Extended Total for Item No. 72: $9,785.94		
72.1	3	ea	**FAUCET** T & S Brass Model No. B-0231 Packed: each Sink Mixing Faucet, with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles	113.44	340.32
			Extended Total for Item No. 72.1: $340.32		
72.2	3	ea	**PRE-RINSE UNIT** T & S Brass Model No. B-0133-01 Packed: each EasyInstall Pre-Rinse Unit, 8" c/c wall mount mixing faucet with spring check cartridges & lever handles, 2" diameter flanges with 1/2" NPT male inlets, add-on faucet with 14" swing nozzle, 41-3/8"H, 18" riser, B-0107 spray valve, 063X swing nozzle, 56" flex hose, add on faucet & B109-02 9" wall support	376.74	1,130.22
			Extended Total for Item No. 72.2: $1,130.22		

10-3-12 Culinard Fort Pierce, Florida

Item	Qty		Description		Sell Each	Sell Total
			Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction **Extended Total for Item No. 79:**	**$91.29**		
80			Spare Number			Spare
81	1	ea	Millwork Counter			By Others
82	1	ea	**WORK TABLE, 120", STAINLESS STEEL TOP** Advance Tabco Model No. SS-3610 Work Table, 36" wide top, without splash, 120" long, with adjustable undershelf, s/s frame & shelf, 14 gauge, type 304 stainless steel top, s/s bullet feet		1,360.59	1,360.59
	1	ea	TA-61 Modification to reduce length, start with next largest size then add "TA-61" to model number for tables 9'-6"			
	1	ea	TA-11A Sink Welded Into Table Top, 16" X 20" X 8" far left side of table		411.84	411.84
	1	ea	K-50OMIT To Delete Faucet		-9.92	-9.92
	1	ea	K-2C Sink Cover, 16" x 20", Poly-Vance™		92.72	92.72
	1	ea	TA-62D Duplex Electrical Outlet, "doghouse style", on top of work surface, each		163.44	163.44
			Extended Total for Item No. 82:	**$2,018.67**		
82.1	1	ea	**FAUCET** T & S Brass Model No. B-0225 Packed: each Deck Mixing Faucet, 12" swing nozzle, 4" centers with 1/2" IPS eccentric flanged female inlets, lever handles		110.40	110.40
	2	ea	B-0425 Supply Nipple Unit, 1/2 x 2		8.28	16.56
			Extended Total for Item No. 82.1:	**$126.96**		
83	1	ea	**WALL CAP** Low Temp Industries, Inc Model No. CUSTOM Stainless Steel wall cap, verify dimensions in the field. **Extended Total for Item No. 83:**	**$795.01**	795.01	795.01
84			Spare Number			Spare
85			Spare Number			Spare
86	25	ea	**CORNER GUARDS** Low Temp Industries, Inc Model No. CUSTOM 2" x 2" x 48" stainless steel corner guards. **Extended Total for Item No. 86:**	**$1,875.00**	75.00	1,875.00

Merchandise	415,147.17
Freight	12,160.00
Total Installation	35,423.12
Sales Tax (6.5%)	30,077.47

EXHIBIT B

INTENTIONALLY DELETED

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

When Recorded, Mail to:

_____
_____
_____
_____

Mail Tax Statements to:

_____
_____
_____
_____

_____
_____

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration, THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED ("Grantor"), does hereby grant, sell and convey to _____, a _____ ("Grantee"), the following real property situated in the County of St. Lucie, State of Florida, together with all rights and privileges appurtenant thereto and all buildings and improvements situated thereon:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY").

SUBJECT TO: the encumbrances and restrictions described in EXHIBIT B attached hereto.

AND: Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

(Signature Page Follows)

Executed by Grantor this ___ day of _____, 2019.

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By: _____
Name: Thomas P. Gallagher
Title: Co-Trustee

By: _____
Name: Thomas D. Gordon
Title: Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Acts of Grantee, and those claiming by, through and under Grantee.

2. General and special taxes and assessments not yet delinquent.

3. Rights of tenants under leases, and those claiming by, through and under said tenants.

4. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.

5. Any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

6. Covenants, conditions, restrictions and private or public utility easements of record together with easements or claims of easements not shown by the public records.

7. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.

8. All other matters of record.

EXHIBIT D

FORM OF GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("Assignment") is dated as of _____, 2019 and is entered into by and between THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED ("Assignor") and _____, a _____ ("Assignee"), with respect to the following matters.

W I T N E S S E T H:

Assignor and Assignee entered into that certain Purchase And Sale Agreement and Joint Escrow Instructions, dated as of _____, 2019 (the "Agreement"), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Pursuant to the Agreement (except as otherwise provided for therein), Assignor is obligated to transfer, sell, convey and assign any and all of Assignor's right, title and interest in and to the Personal Property and to the extent assignable, the Intangible Property (collectively, the "Assigned Properties"), and to delegate any and all of its obligations and responsibilities in the Assigned Properties from and after the date hereof to Assignee and Assignee is obligated to assume such obligations and responsibilities.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Assigned Properties and Assignee hereby accepts such assignment and hereby assumes all of the obligations and the performance of all of the terms, covenants and conditions under the Assigned Properties, in each case, arising and accruing from and after the date of this Assignment.

The Personal Property is being conveyed "AS IS" and "WITH ALL FAULTS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE SPECIFICALLY DISCLAIMED BY SELLER.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all out-of-pocket costs and expenses of the action or suit, including actual, reasonable attorneys' fees and costs.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Florida.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By:_____
Thomas P. Gallagher, Co-Trustee

By:_____
Thomas D. Gordon, Co-Trustee

ASSIGNEE:

_____,
a _____

By:_____
Name:_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT E

FORM OF SELLER'S AFFIDAVIT

March ___, 2019

Thomas P. Gallagher and Thomas D. Gordon, as co-Trustees of the Don Levin Trust dated August 30, 1991, as amended ("Seller"), hereby represent to Old Republic National Title Insurance Company (the "Company") and Rickey L. Farrell, Attorney at Law, P.A. (the "Agent") that:

1. Seller is the owner of the land legally described on Exhibit A attached hereto (the "Property"). This Closing Affidavit (this "Affidavit") is made by Seller in connection with a sale of the Property (the "Transaction") to St. James Christian Academy, Inc., a Florida not-for-profit corporation ("Buyer").

2. Seller has not received written notice of any liens, taxes, or assessments affecting the Property which are due or about to become due, except for real estate and personal property taxes for the year **2019** and subsequent years, which are not yet due and payable.

3. Seller has not, in the last ninety (90) days prior to the date set forth above, made, ordered, or contracted to be made to the Property any improvements, alterations, or repairs.

4. Except in connection with certain actions filed by or on behalf of the prior tenant of the Property, Medical Career Center, Inc., a Florida corporation ("Prior Tenant"), and any affiliates of Prior Tenant, Seller has not received written notice of any actions, suits or other litigation or alternative dispute resolution proceedings pending against Seller or the Property or any portion thereof, and, to Seller's actual knowledge, there are no threatened actions, suits or proceedings against Seller or the Property or any portion thereof.

5. To Seller's actual knowledge, as of the date first set forth above there are no persons other than Buyer in possession of the Property.

6. To Seller's actual knowledge, as of the date first set forth above there are no active disputes concerning the boundary lines of the Property. Seller has not received written notice from governmental authorities of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

7. Seller has not received written notice of any public hearing regarding changes in zoning laws applicable to the Property in the last ninety (90) days prior to the date set forth above.

8. To Seller's actual knowledge, there are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.

9. Seller understands that Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform Buyer that the withholding of tax is not required upon the disposition of a United States real property interest by Seller, Seller hereby certifies the following:

   A. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and

   B. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Internal Revenue Code; and

C. Seller's U.S. employer taxpayer identification number is _____; and

D. Seller's office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

10. This affidavit is given for the purpose of aiding the Company and the Agent in determining the insurability of title to the Property, and to induce the Company to issue its title insurance policies and endorsements. Seller understands that the Company and the Agent are relying upon the statements set forth herein and hereby certify that such statements are true and correct. If any of the statements made by Seller in this Closing Affidavit are untrue, Seller shall indemnify the Company and the Agent from any and all loss or damages to the extent arising out of or resulting from such untrue statements made by Seller. “Seller” and “Buyer” include singular or plural as context so requires or admits.

[*signature pages follow*]

Under penalty of perjury, Seller declares under penalty of perjury that the foregoing is true and correct.

SELLER:

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By: _____
Thomas P. Gallagher, Co-Trustee

By: _____
Thomas D. Gordon, Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20___, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20___, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

EXHIBIT A TO SELLER'S AFFIDAVIT

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

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AND

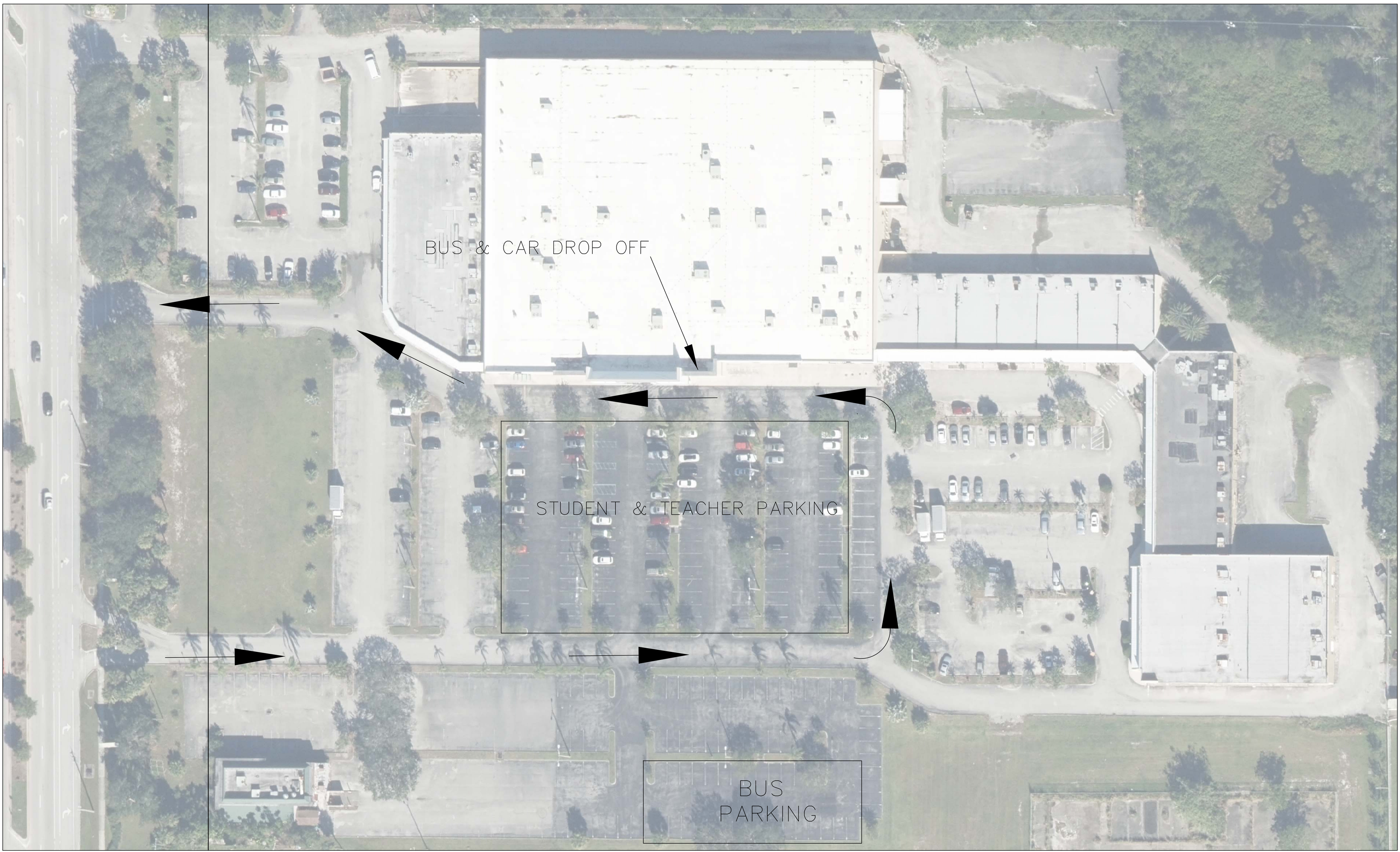
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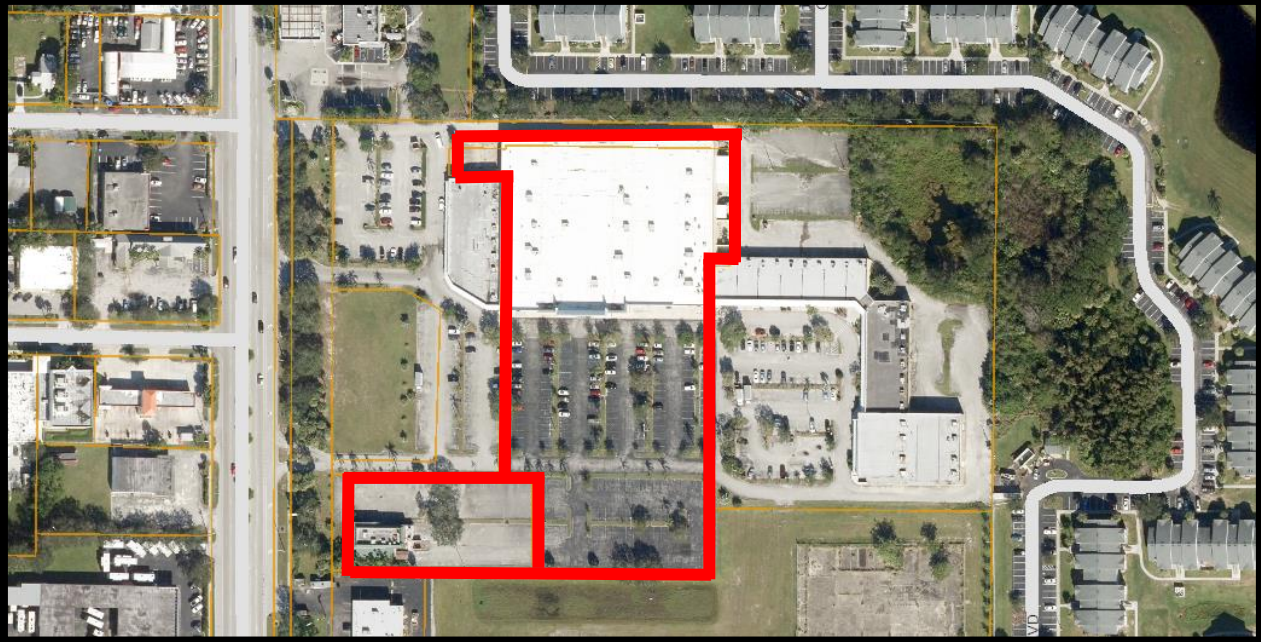
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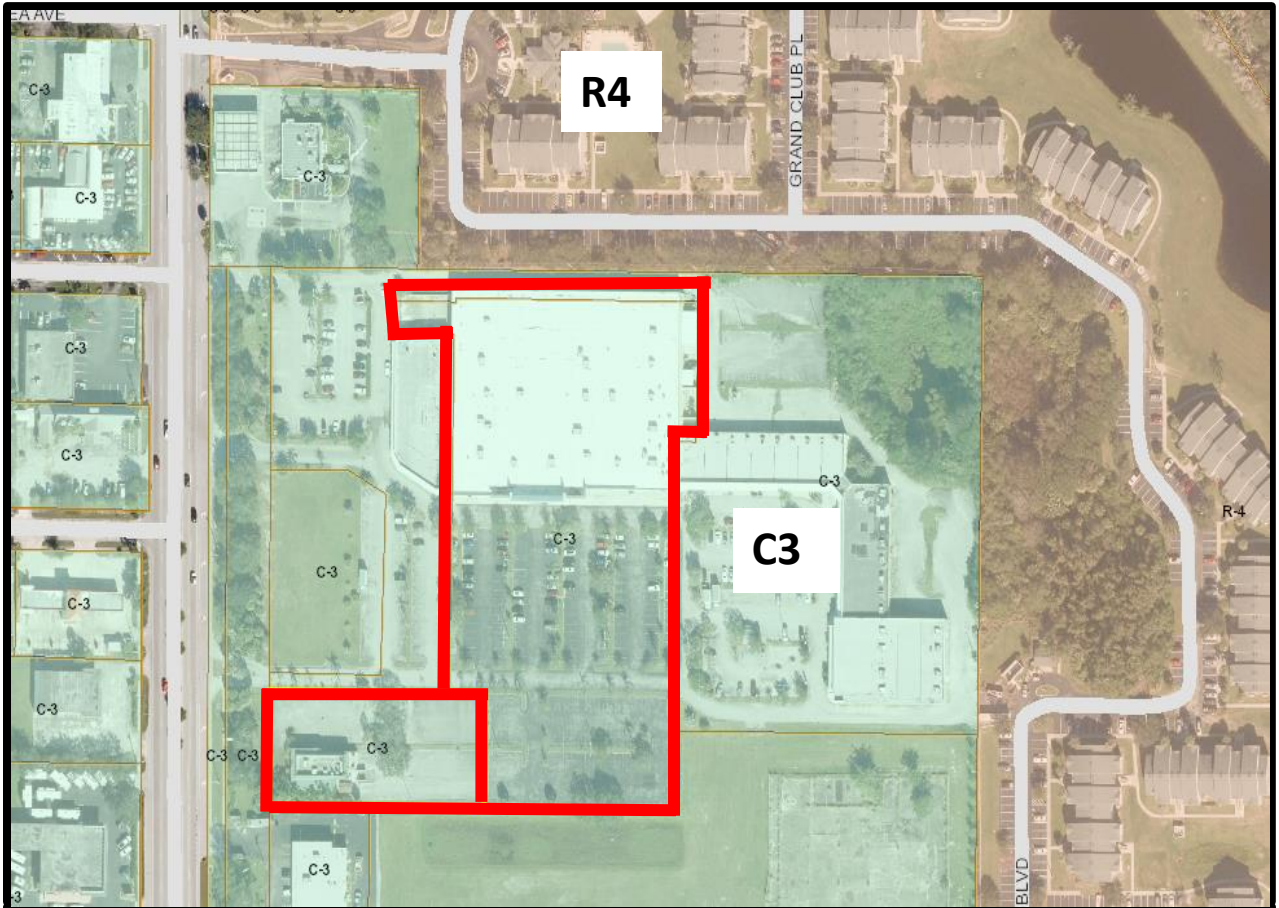

BUS & CAR DROP OFF
STUDENT & TEACHER PARKING
BUS
PARKING



THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use w/o New Construction
Synergy School – 2810 & 2838 S. US Highway 1
Aerial

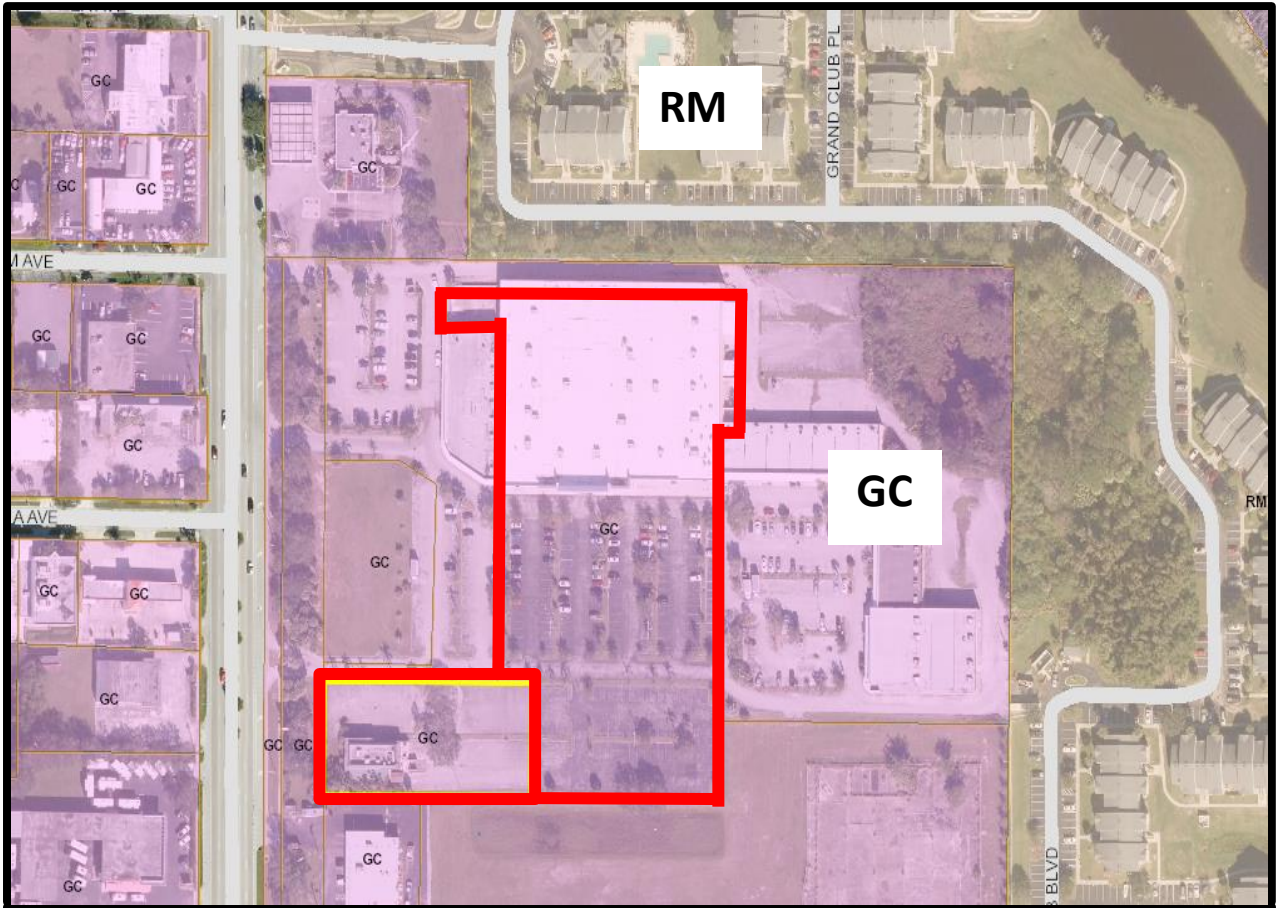
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THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use w/o New Construction
Synergy School – 2810 & 2838 S. US Highway 1
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use w/o New Construction
Synergy School – 2810 & 2838 S. US Highway 1
Future Land Use Map

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
MAY 31 2019
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

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

RE : St. James Christian Academy – 2810 & 2838 U.S. Hwy. 1
Conditional Use Application - TRC No. 19-04000008

DATE : May 31, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 31, 2019:

- [x] Conditional Use 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] 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.

- [ ] See attached for engineering comments

JRA/TST/tst
Q:\ENGINEERING\Site Development Projects\S\St. James Christian Academy\Conditional Use\Conditional Use - 053019\Submittal No. 2 - 053119\CU Approval - 053119.docx

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
MAY 30 2019
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

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

RE : St. James Christian Academy – 2810 & 2838 U.S. Hwy. 1
Conditional Use Application - TRC No. 19-04000008

DATE : May 30, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 24, 2019:

- [x] Conditional Use 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] 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] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\S\St. James Christian Academy\CU Comments - 053019.docx

ENGINEERING COMMENTS:

1. **Advisory Comment:** The project will utilize two separate parcels; therefore, the applicant will be required to file a Unity of Title combining the two parcels into one parcel prior to operation of the facility.
2. The proposed bus route extends east of the property boundary and then heads north to the drop off point; please provide a copy of the recorded Ingress/Egress Easement authorizing the use of this adjacent property.

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
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Synergy School - Conditional Use

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 6-16-2019

NOTICE BY MAIL: 6-20-2019

NOTICE BY SIGNS: 6-19-2019

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

SIGNATURE: **DATE:** 6-20-2019

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: Synergy School - Conditional Use

Staff Name: Brandon C. Creagan

Staff Signature: [signature]

Date Mailed: 6-20-2019

Number of Mailed Letters: 16

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

June 19, 2019

Dear Property Owner(s):

The property owner, **Thomas P Gallagher & Thomas D Gibson** and applicant, **Saint James Christian Academy** is requesting approval of a **Conditional Use with No New Construction** to operate the Synergy School of Tomorrow (6th – 12th grade) at 2810 & 2838 South US Highway 1 in Fort Pierce, Florida. The property is zoned General Commercial (C-3). The Parcel ID is 2422-314-0004-000-4 & 2422-314-0003-000-7.

Legal Description: 22 35 40 COMM AT INT OF C/L US 1AND E-W 1/4 SEC LI RUN S 89 DEG 20MIN E 40 FT TO ELY R/W US #1, TH S 00 DEG 03 MIN W ALG SD R/W 753.20 FT, TH S 89 DEG 20 MIN E 343.04 FT, TH S 00 DEG 40 MIN W 31.96 FT FOR POB, TH S 89 DEG 19 MIN 41 SEC E 326.62 FT, TH S 00 DEG 40 MIN 36 SEC W 166.17 FT, THN 89 DEG 19 MIN 41 SEC W 21.50 FT, TH S 00 DEG 40 MIN 36 SEC W 309.81 FT, TH S 89 DEG 20 MIN W 261 FT, TH N 00 DEG 40 MIN E 142 FT, TH N 89 DEG 20 MIN W 53.11 FT, TH N 00 DEG 41 MIN 10 SEC E 432.86 FT, TH N 89 DEG 28 MIN 10 SEC W 80 FT, TH N 00 DEG 41 MIN 10 SEC E 38.3 FT, TH S 89 DEG 28 MIN 10 SEC E 80 FT, TH N 00 DEG 41 MIN 10 SEC E 4.86 FT TO POB (4.33 AC) (OR 3922-2922)

22 35 40 FROM INT OF E R/W US 1 AND N R/W SAVANNAH RD RUN SLY ALG SD E R/W 1261.19 FT, TH S 89 DEG 20 MIN E 83 FT TO E LI CO R/W AND POB, TH CONT S 89 DEG 20 MIN E 307.52 FT, TH S 00 DEG 40 MIN 00 SEC W 142 FT, TH N 89 DEG 20 MIN W 306 FT TO SD E LI CO R/W, TH N 00 DEG 03 MIN 00 SEC E ALG SD E LI 142.01 FT TO POB (1.00 AC) (OR 3922-2922)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, July 1, 2019** which begins at **6:30 p.m.** in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with No New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m.** on **Monday, July 1, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Conditional Use No New Construction – Synergy School of Tomorrow No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

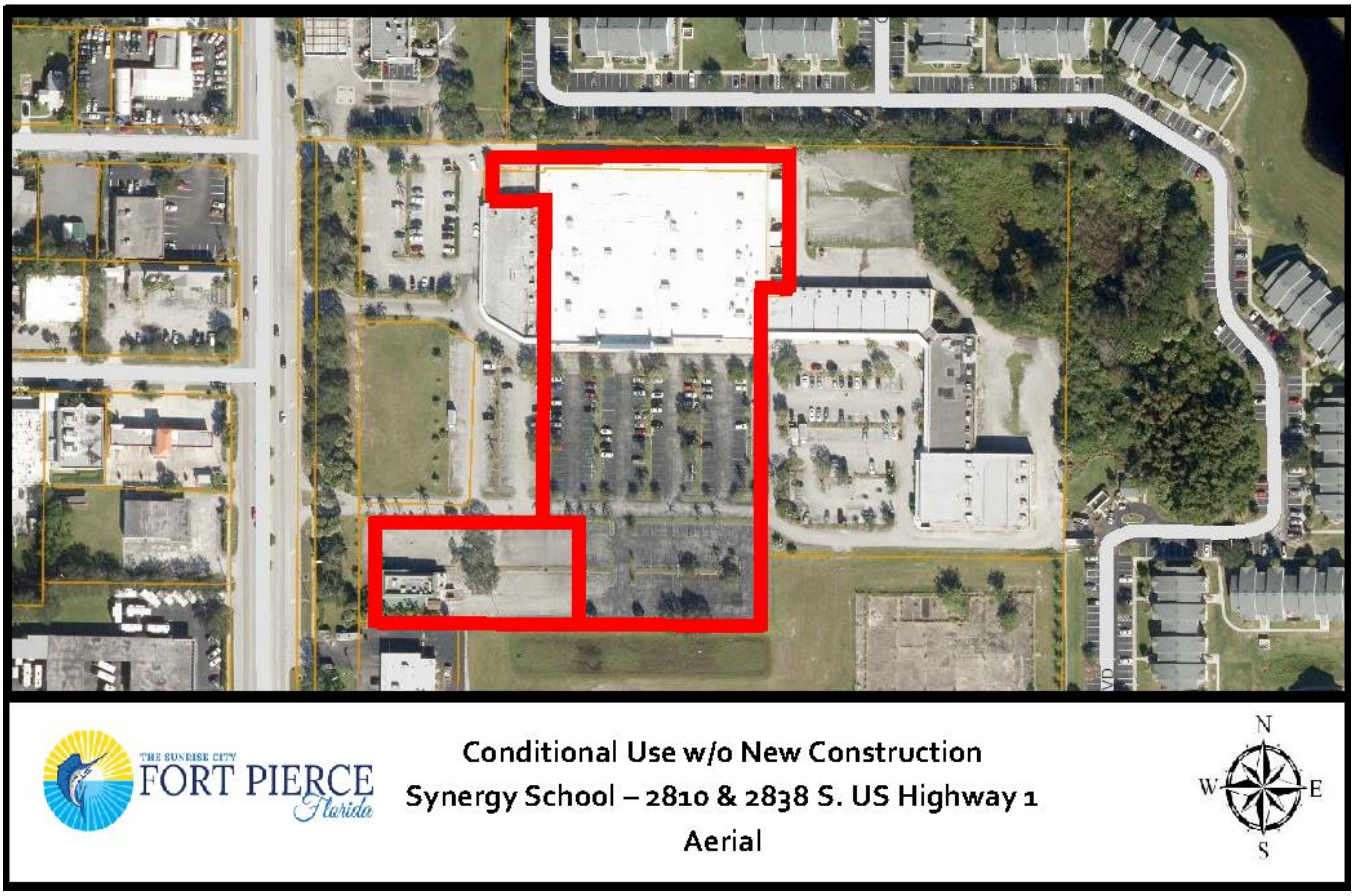
_____

_____ _____

Signature **Date**

Aerial Map

2810 & 2838 South US Highway 1



Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@city-ftpierce.com

Stephen W Fink 1
400 S Dixie HWY
Hollywood; FL 33020-4914

Reyad S Nofal 2
2802 S Federal Hwy
Fort Pierce; FL 34982-6331

Wellspring Properties L C 3
2001 9 th Av Ste #106
Vero Beach; FL 32960

Commercial Rentals Inc 4
2001 9th Ave Suite 106
Vero Beach; FL 32960-5380

Thomas P Gallagher (TR) 5
11300 W Olympic BLVD; Unit Ste 770
Los Angeles; CA 90064-1644

Shree Kana II LLC 6
2840 S US Hwy 1
Fort Pierce; FL 34982

Coral Square Shoppes LLC 7
1946 Harrison St
Hollywood; FL 33020-5018

St Lucie County 8
2300 Virginia Ave
Fort Pierce; FL 34982-5632

CC Sands LLC 9
131 Soundview LN
New Canaan; CT 06840-2734

Brightstar Investment Holdings LLC 10
2777 S US Hwy 1
Fort Pierce; FL 34982-5903

Capital Trust 11
PO Box 551
Pennsauken; NJ 08110-0551

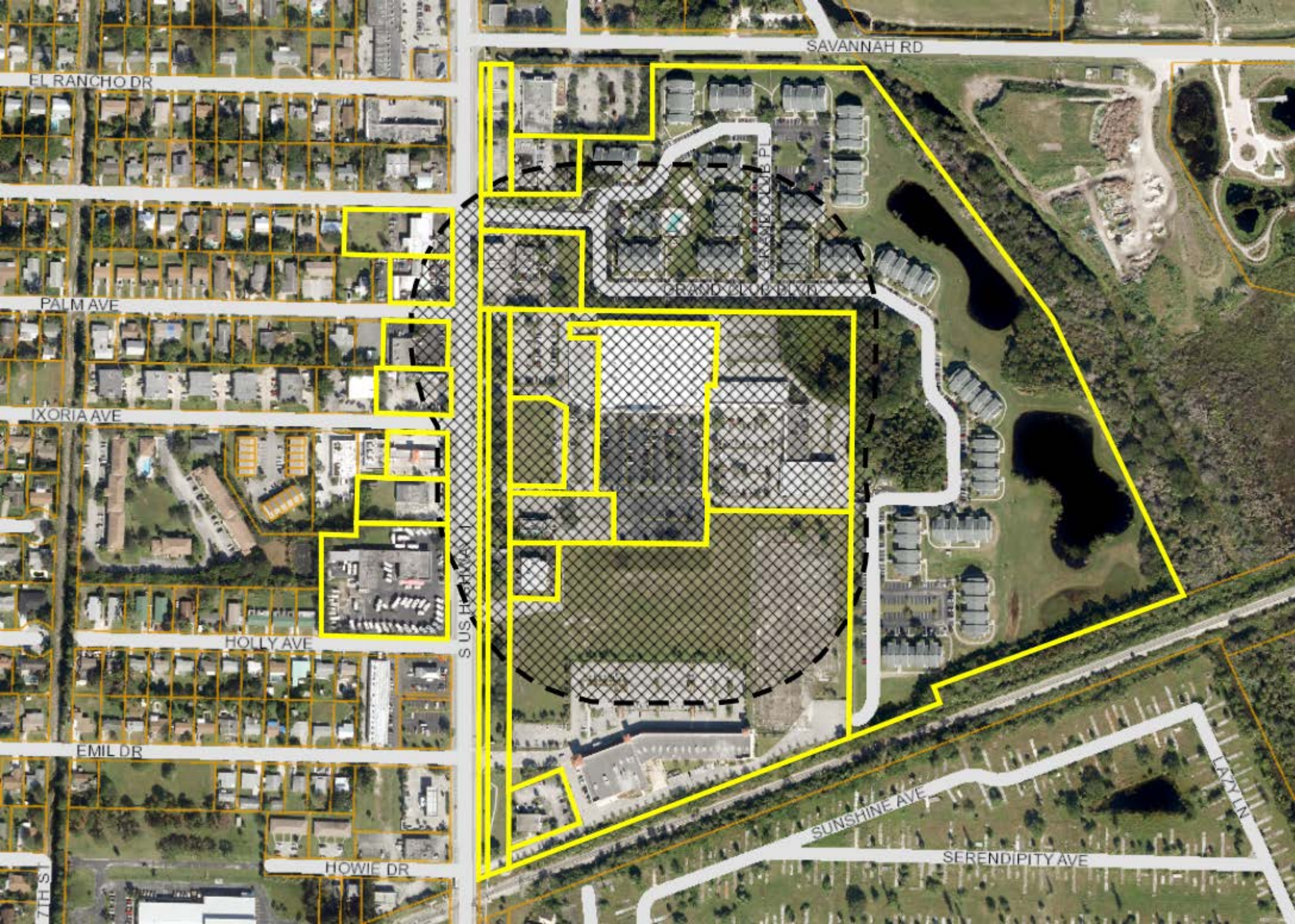
John Dale 12
503 Hernando St
Fort Pierce; FL 34949-3244

Airoso Cleaners Inc 13
1335 B St Lucie West Blvd
Port St Lucie; FL 34986-1923

Colby F Vanscoy 14
408 Piper Pl
St Johns; FL 32259

Jim L Barnes 15
3019 S US Highway 1
Fort Pierce; FL 34982-6354

Landon Holdings 16
8150 N Central EXPY; Unit Ste M1008
Dallas; TX 75206-1892


SAVANNAH RD
EL RANCHO DR
PALM AVE
IXORIA AVE
HOLLY AVE
EMIL DR
HOWIE DR
S US HIGHWAY 1
GRAND CLUB PL
GRAND CLUB DR
SUNSHINE AVE
SERENDIPITY AVE
LAZY LN

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St, Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

June 16, 2019

Subscribed and sworn to before on June 19, 2019:

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $151.32
Ad No: 0003628324
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Code Sections 22-75, 22-76, and 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 1, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1. Review and approval of an application for Conditional Use with No New Construction submitted by Property Owners, Thomas Gallagher & Thomas Gordon, & Applicant, Saint James Christian Academy, to operate a 6th- 12th grade school, located at 2810 & 2838 South US Highway 1 in Fort Pierce, FL. The property is zoned General Commercial (C-3) Parcel ID: 2422-314-0004-000-4 & 2422-314-0003-000-7

2. Application for Conditional Use with No New Construction submitted by property owner, Galleria at Downtown Fort Pierce LLC, to establish Commercial Parking Lot at 120 N Depot Drive, Fort Pierce, FL. The property is zoned Central Commercial (C-4), Parcel ID: 2410-503-0077-000-9.

3. Review and approval of an application for Conditional Use with New Construction submitted by property owner Lawrence Drulard, for new construction located seaward of the Coastal Construction Control Line (CCCL) at 620 S. Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R4-A) Parcel ID: 2401-503-0002-400-9.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 6/16/2019
Pub: June 16, 2019 TCN 3628324

City Commission Regular Meeting **12.d.**

Meeting Date: 07/01/2019

Re: Conditional Use with No New Construction - Commercial Parking Lot - 120 North Depot Drive

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

---

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction submitted by property owner Galleria at Downtown Fort Pierce LLC, to establish Commercial Parking Lot at 120 North Depot Drive, Fort Pierce, Florida. The property is zoned Central Commercial (C-4), Parcel ID: 2410-503-0077-000-9.

SUMMARY:

The applicant is asking for approval of a Conditional Use with No New Construction in order to accomodate the proposed commercial parking lot.

RECOMMENDATION:

The requested Conditional Use with No New Construction is consistent with City Code and the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, staff recommends Approval of the Conditional Use with No New Construction, subject to (1) one Condition of Approval:

Provide a lighting plan with a minimum average of two (2) footcandles, consistent with Section 22-60. *Off-street parking and loading* (j) *Lighting (1)a.*

ALTERNATIVES:

Approval
Approval with conditions
Disapproval

RESPONSIBLE STAFF:

Maria Lewicka, AICP
Historic Preservation Planner

COORDINATED WITH:

Technical Review Committee
Rebeca Guerra, AICP, LEED-AD, CPD, Interim Planning Director

Fiscal Impact

OTHER INFORMATION:

No fiscal impact

Attachments

Staff Report
Application
Location Map
Zoning Map
FLU Map
Site Plan
Lighting Plan
Property Card
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2019 02:08 PM

Form Started By: Maria Lewicka
Started On: 06/19/2019 10:53 AM
Final Approval Date: 06/26/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

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

FROM: Maria Lewicka, AICP, Historic Preservation Planner

RE: **Application for Conditional Use with No New Construction**
Commercial Parking Lot
120 North Depot Drive

MEETING DATE: July 1, 2019

STAFF REPORT

Property Owner/Applicant Galleria at Downtown Fort Pierce LLC
117 Orange Avenue
Fort Pierce, FL 34950

Applicant's Request: Approval of a Conditional Use Application for Commercial Parking Lot.

Site Location: 120 North Depot Drive

Parcel ID: 2410-503-0077-000-9

Current Zoning: C-4, Central Commercial Zoning District

Future Land Use: CBD, Central Business District

Site Size: 0.45 acres

Surrounding Zoning

North	East	South	West
C-4	C-4	C-4	I-1

Utilities: Fort Pierce Utility Authority (FPUA)

Staff Analysis:

Request
In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is asking for approval of a Conditional Use in order to accommodate a thirty-five (35) space commercial parking lot. This private lot will provide parking spaces for the community and visitors based on supply and demand for an estimated charge of $5.00.

Background
The established parking lot was completed by Harbor Federal Bank (aka PNC Bank) between 2002 and 2003 to support their previous downtown branch location. Presently, the parking lot functions as reserved parking for various downtown businesses, primarily during traditional 8am to 5pm business hours. The applicant proposes an additional function of the lot as a fee-to-park facility intended to service downtown visitors during evening/weekend activities, performances at the Sunrise Theater, and other downtown special events.

On January 16, 2018, the City Commission approved, with several conditions, the application for commercial parking lot at this location. This approval expired after one year and therefore the applicant submitted a new Conditional Use Application.

The January 16, 2018, Conditional Use approval included the following conditions:

1. *The applicant re-develop (reconfigure) the parking lot to meet minimum design standards as the parking aisle widths are not be sufficient for 90 degrees parking.*
2. *The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way;*
3. *A trash receptacle and process for collection are integrated into the use plan; and*
4. *All city lighting codes are met.*

Conditions number 1 and 2 where already addressed by a new site plan and condition number 3 was addressed through an email by Mike Reals, Public Works Director. Condition number 4 is included in the Staff Recommendation.

Technical Review Committee
Technical Committee reviewed the request for a Conditional Use before May 28, 2019 closing date. There was one comment from the Planning Department that was acknowledged by the applicant.

Planning Board
At their June 11, 2019, meeting, the Planning Board voted unanimously to recommend approval of the requested Conditional Use with No New Construction with the following Condition of Approval:

> Provide a lighting plan with a minimum average of two (2) footcandles, consistent with Section 22-60. *Off-street parking and loading* (j) *Lighting (1)a.*

Staff Recommendation
The requested Conditional Use with No New Construction is consistent with City Code and the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, staff recommends Approval of the Conditional Use with No New Construction, subject to (1) one Condition of Approval.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
MAY 14 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 120 N Depot Drive - Parking Lot

Parcel ID #(s) 2410-503-0077 - 000-9

Project description Managment and leasing of parking spots

Galleria ~~Of Pierce Harbor~~ at downtown Fort Pierce LLC.	Galleria Administration
Property Owner(s)	**Applicant/Representative, Title, Company**
117 Orange Ave	117 Orange Drive
Street Address	Street Address
Fort Pierce FI 34950	Fort Pierce FI 34950
City State Zip	City State Zip
7728015729	5615989505
Phone Number	Phone Number
jhon.osorio.pierceharbor@gmail.com	jhon.osorio.pierceharbor@gmail.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 7th day of May, 2019, by _____ who is personally known to me or has produced Personally Known as identification.

Signature of Notary (seal)

NANCY HERRERA
Notary Public – State of Florida
Commission # GG 189748
My Comm. Expires Feb 25, 2022
Bonded through National Notary Assn.

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

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☐ *If no site improvements are required:*
  - ☐ As-built survey
  - ☐ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application

Application Outlook



Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size N/A Parking Spaces: ≠35

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Conditional Use – Parking Lot

We would like to provide parking spaces on our private legal property based on supply and demand for the community. Estimated parking charge would be $5.00.

All Final Electric

"Your Final Call For All Your Electrical Needs"

May 14, 2019

City Of Ft Pierce

RE: 120 Depot Drive

All Final Electric will be installing LED Lamps in the existing light poles at the above address that will have a ground foot candle reading of 2.1

Installation will be complete upon arrival of our delivery of the lamps, there were special ordered Friday May 10, 2019 and should be delivered on or about May 17, 2019

If we can be of any further assistance please do not hesitate to call.

Sincerely

Robert Wayne Pearce JR
President

2234 SE Holland Street * Port St Lucie, FL 34952

Phone: (772) 446-2366 Email: allfinalelectric@outlook.com

URL: www.allfinalelectric.com

GALLERIA
OF PIERCE HARBOR

Headquarters for Pierce Harbor Development

Candle light for the parking lot at 120 N Depot Drive has been updated to comply with code (proper foot candle of 2.1) All Final Electric did this work and is sending us the letter as soon as possible.

Galleria Management.

105 Orange Avenue • Pierce Harbor, FL 34950 • Office: 772.801.5729
Pierce Harbor • Pierce Art District • College Park • Pierce Jetty • Oakland Park • Lincoln Park • Moore's Creek

GENERAL NOTES

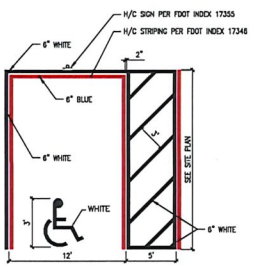
GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS. APPLICABLE BUILDING CODE STANDARDS: FBC-R2017, HVHZ SECTIONS ACI 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 530-13/ASCE 5-13, AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS 2013, ASCE 7-10 AND AISC SPECIFICATIONS

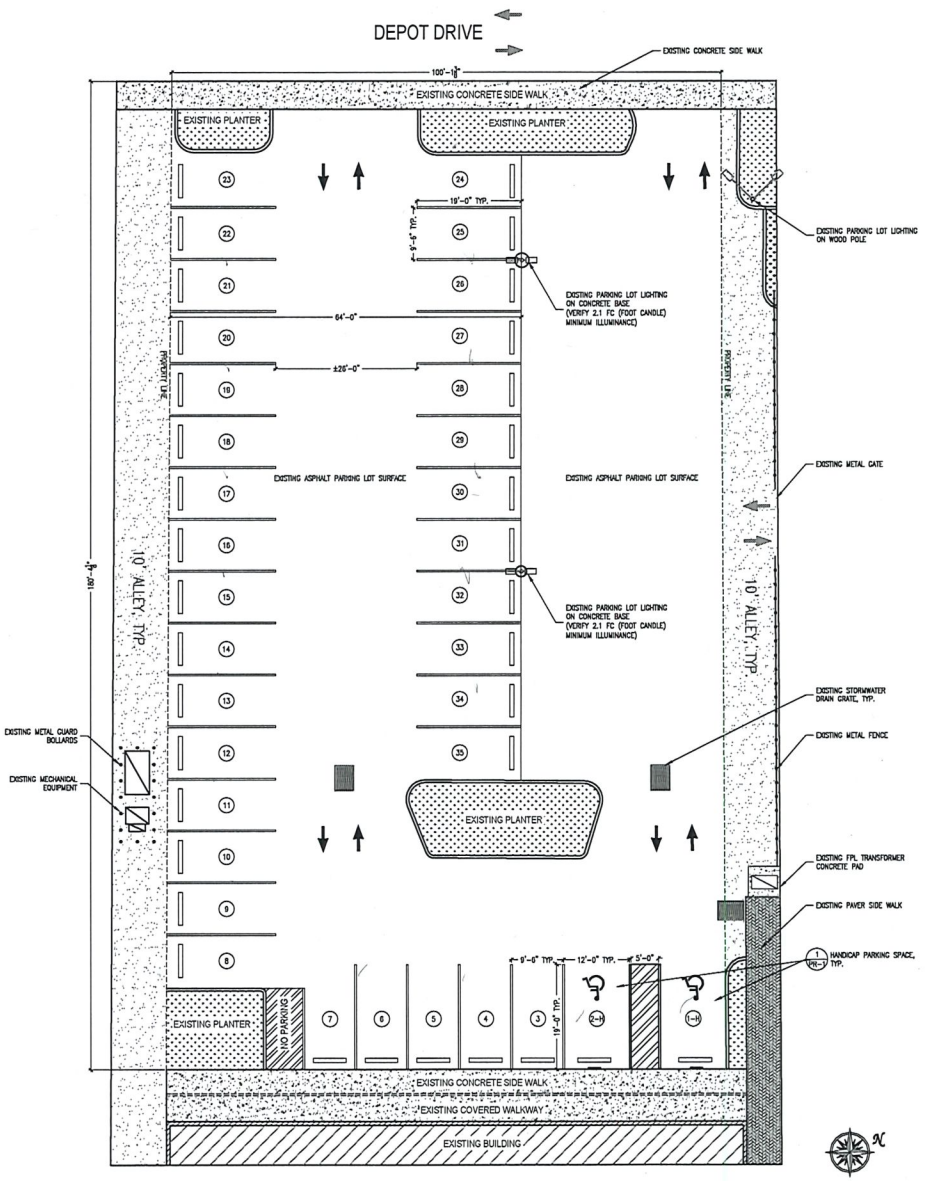
ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. DO NOT SCALE THE DRAWINGS. FOLLOW WRITTEN DIMENSIONS ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

INSPECTOR NOTE
PARKING WAS DESIGNED BASED ON THE 2017 FLORIDA BUILDING CODE 6th EDITION.



2 PR-1 HANDICAP PARKING PAVEMENT MARKING
SCALE: N.T.S.



1 PR-1 PROPOSED PARKING LOT PLAN
SCALE: 3/32" = 1'-0"

The use of these specifications and plans shall be restricted to the original client and site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction in whole or in part, or any modification of this document, including all designs, information and the concepts of, is prohibited without the written consent of INNOVATIVE ENGINEERING & DESIGN, LLC

SHEET INFORMATION
EXISTING PARKING PLAN AND DETAILS

PROJECT INFORMATION
120 DEPOT DRIVE
FORT PIERCE, FL
MIAMI, FL

CLIENT INFORMATION
GALLERIA OF PIERCE HARBOR
100 S. 2ND STREET
FORT PIERCE, FL

INNOVATIVE
ENGINEERING & DESIGN
333 E. BOCA RATON RD
SUITE 203
BOYNTON BEACH FL 33435
FL CA # 30731
PHONE: 954-451-1021

FILE NAME	INN_GPH_102 DEPOT
SCALE	1/8"=1'-0"
DATE	05/06/2019
RV'D. BY	S.D.L.
DRWN. BY	S.D.L.
REVISION	0

NOT FOR CONSTRUCTION

SEAL
SPENCER LEDGARD, PE FL #85249

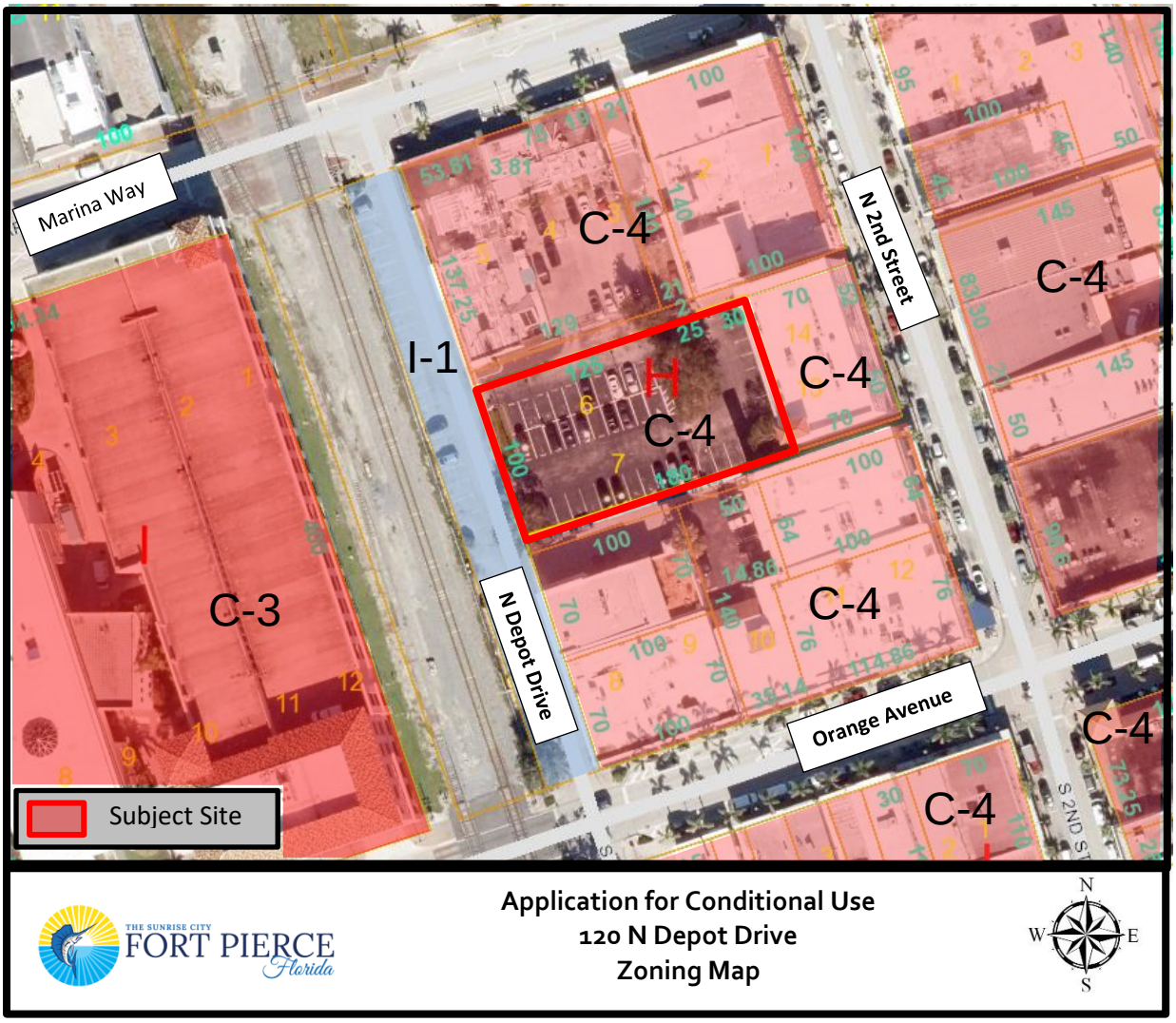
SHEET # PR-1 OF 1



THE SUNRISE CITY FORT PIERCE Florida

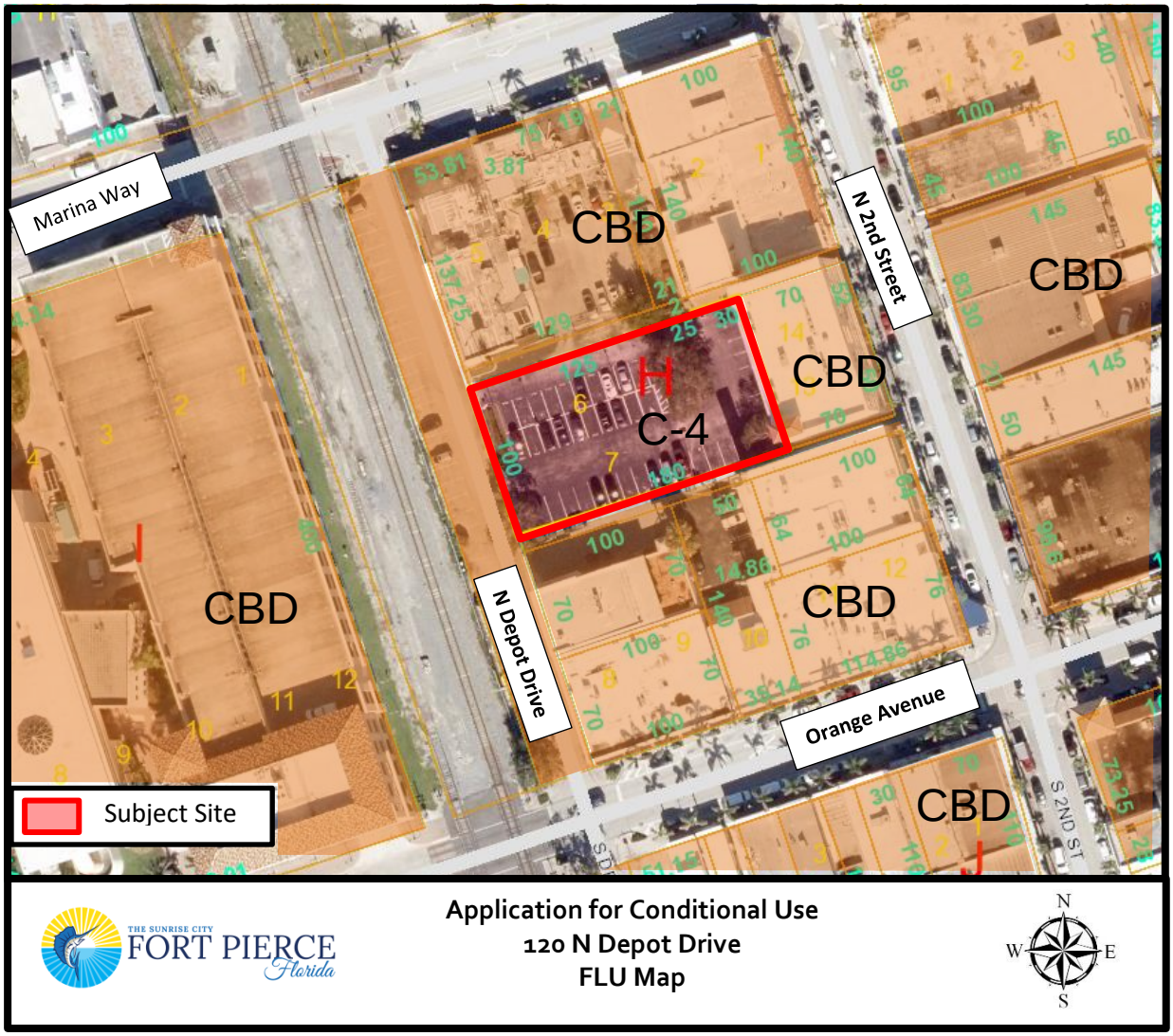
Application for Conditional Use
120 N Depot Drive
Location Map

N
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THE SUNRISE CITY FORT PIERCE Florida

Application for Conditional Use
120 N Depot Drive
Zoning Map



THE SUNRISE CITY FORT PIERCE Florida

Application for Conditional Use
120 N Depot Drive
FLU Map

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GENERAL NOTES

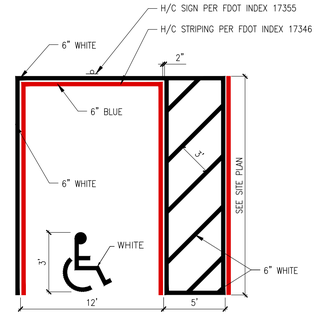
GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS. APPLICABLE BUILDING CODE STANDARDS: FBC-R2017, HVHZ SECTIONS ACI 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 530-13/ASCE 5-13, AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS 2013, ASCE 7-10 AND AISC SPECIFICATIONS

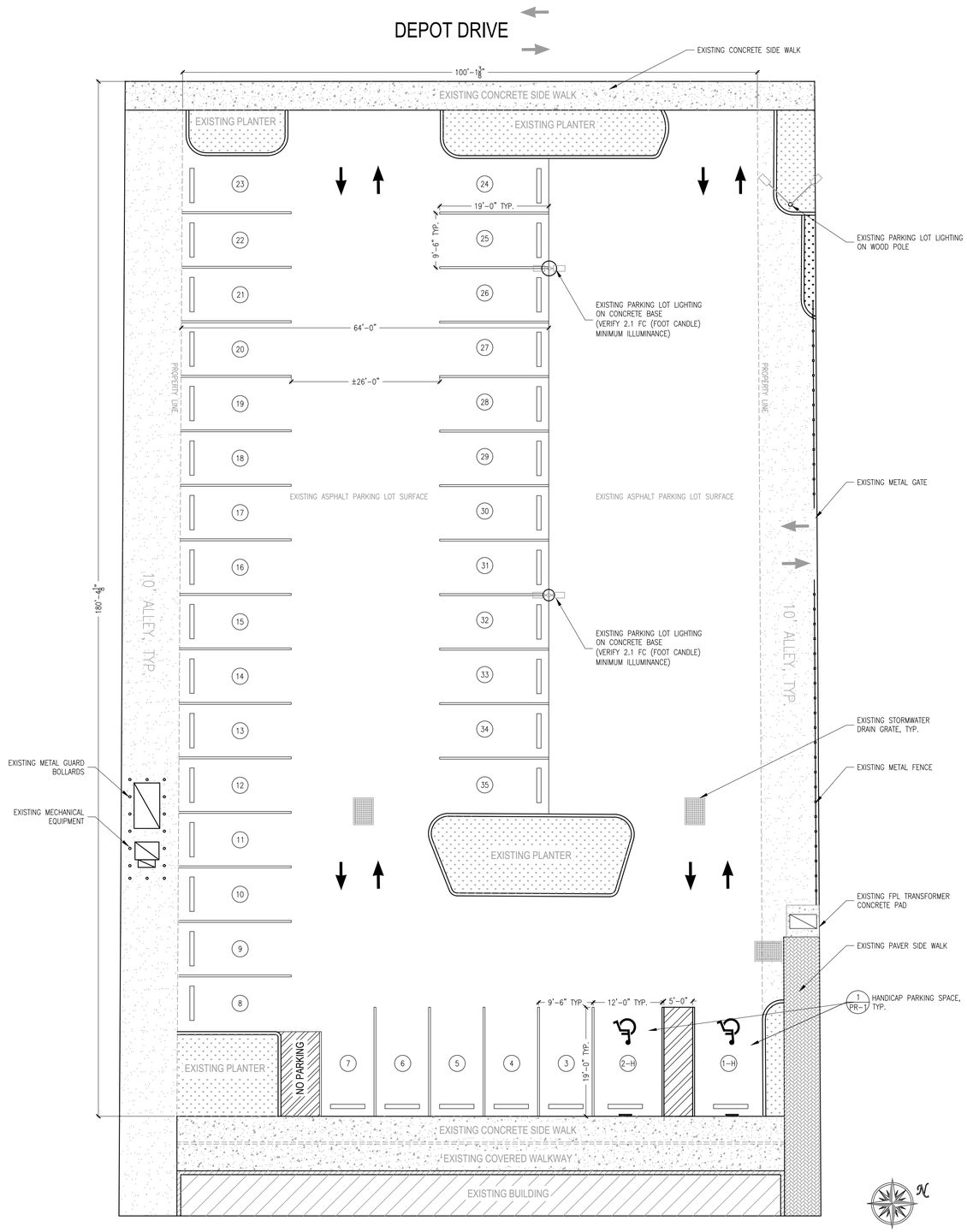
ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. DO NOT SCALE THE DRAWINGS. FOLLOW WRITTEN DIMENSIONS ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

INSPECTOR NOTE
PARKING WAS DESIGNED BASED ON THE 2017 FLORIDA BUILDING CODE 6th EDITION.



2 / PR-1 HANDICAP PARKING PAVEMENT MARKING
SCALE: N.T.S.



1 / PR-1 PROPOSED PARKING LOT PLAN
SCALE: 3/32" = 1'-0"

The use of these specifications and plans shall be restricted to the original client and site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction, reuse, or disclosure by any method, in whole or in part, is prohibited. These drawings and specifications contain proprietary information and title remains with
INNOVATIVE ENGINEERING & DESIGN, LLC

SHEET INFORMATION
EXISTING PARKING PLAN AND DETAILS

PROJECT INFORMATION
120 DEPOT DRIVE
FORT PIERCE, FL
MIAMI, FL

CLIENT INFORMATION
GALLERIA OF PIERCE HARBOR
100 S. 2ND STREET
FORT PIERCE, FL

INNOVATIVE
ENGINEERING & DESIGN
303 E. WOOLBRIGHT RD.
SUITE 1253
BOYNTON BEACH, FL 33435
FL CA# 32751
PHONE: (954) 661-3471

FILE NAME	INN_GPH_102 DEPOT
SCALE	1/8"=1'-0"
DATE	05/06/2019
RV'D. BY	S.D.L.
DRWN. BY	S.D.L.
REVISION	0

NOT FOR CONSTRUCTION

SEAL:
SPENCER LEDGARD, PE FL #85249

SHEET # PR-1 OF 1

GENERAL NOTES

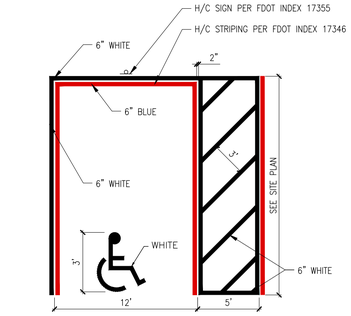
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STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS. APPLICABLE BUILDING CODE STANDARDS: FBC-R2017, HVHZ SECTIONS ACI 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 530-13/ASCE 5-13, AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS 2013, ASCE 7-10 AND AISC SPECIFICATIONS

ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. DO NOT SCALE THE DRAWINGS. FOLLOW WRITTEN DIMENSIONS ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

INSPECTOR NOTE
PARKING WAS DESIGNED BASED ON THE 2017 FLORIDA BUILDING CODE 6th EDITION.

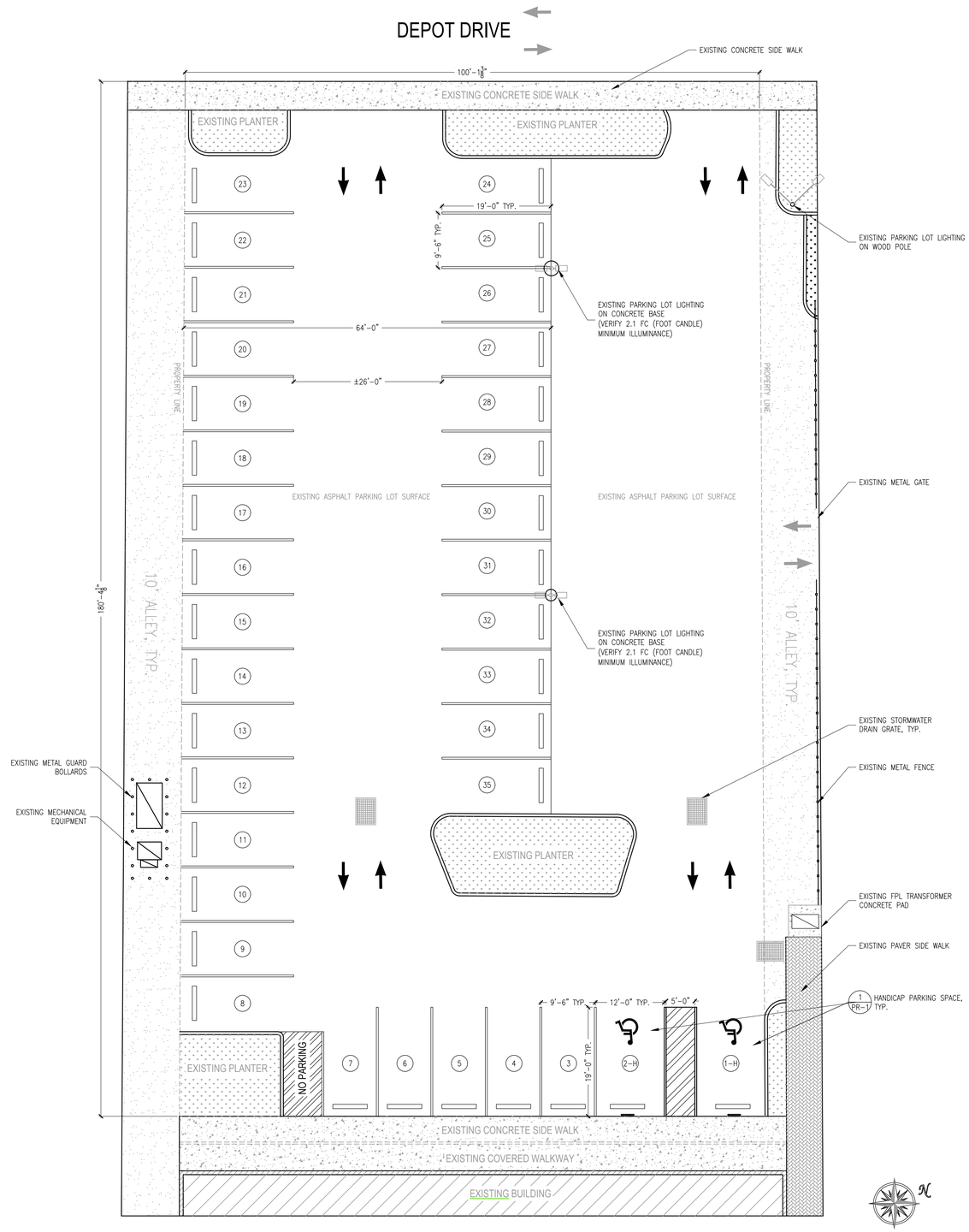


2 / PR-1 HANDICAP PARKING PAVEMENT MARKING
SCALE: N.T.S.

Specification of new bulbs:

LED retrofit paddle bulb,
Color temperature 5000k,
7260 lumen per bulbs ,
input voltage 100v-277v

Verified that new bulbs are suitable and above of the recommended average of two foot-candle.



1 / PR-1 PROPOSED PARKING LOT PLAN
SCALE: 3/32" = 1'-0"

The use of these specifications and plans shall be restricted to the original client and site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction, reuse, or disclosure by any method, in whole or in part, is prohibited. These drawings and specifications contain proprietary information and title remains with
INNOVATIVE ENGINEERING & DESIGN, LLC

SHEET INFORMATION
EXISTING PARKING PLAN AND DETAILS

PROJECT INFORMATION
120 DEPOT DRIVE
FORT PIERCE, FL
MIAMI, FL

CLIENT INFORMATION
GALLERIA OF PIERCE HARBOR
100 S. 2ND STREET
FORT PIERCE, FL

INNOVATIVE
ENGINEERING & DESIGN
303 E. WOOLBRIGHT RD.
SUITE 253
BOYNTON BEACH, FL 33435
FL CA# 32751
PHONE: (954) 661-3471

FILE NAME: INN_GPH_102 DEPOT
SCALE 1/8"=1'-0"
DATE 05/06/2019
RV'D. BY S.D.L.
DRWN. BY S.D.L.

REVISION 0

NOT FOR CONSTRUCTION

SEAL:
SPENCER LEDGARD, PE FL #85249

SHEET # PR-1
OF 1

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

Property Identification

Site Address: 117 N 2nd ST
Sec/Town/Range: 10/35S/40E
Map ID: 24/10N
Zoning: C4

Parcel ID: 2410-503-0077-000-9
Account #: 23073
Use Type: 2800
Jurisdiction: Fort Pierce

Ownership

Galleria at Downtown Fort Pierce LLC
1239 Alton Rd
Miami Beach, FL 33139



Legal Description

AARON LEE`S MAP OF FORT PIERCE BLK H LOTS 6 AND 7 AND W 55 FT OF LOTS 13 AND 14 AND W 30 FT OF S 2 FT OF E 100 FT OF ALLEY ADJ ON N OF LOT 14 (MAP 24/10B) (OR 616-2920: 1179-750: 1210-1614, 1616, 1618: 1210-16, 20) (OR 3611-363)

Current Values

Just/Market Value:	$114,000
Assessed Value:	$114,000
Exemptions:	$0
Taxable Value:	$114,000

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):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.45
Land Size (SF):	19,560

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
Mar 4, 2014	3611 / 0363	0112	SP	Harbor Federal Savings Bank	$120,000
Mar 18, 1999	1210 / 1620	XX02	WD	Arthur Rubin	$81,000
Dec 28, 1988	0616 / 2920	XX04	WD		$55,000

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:



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASP2 LOW	1	14400	1999

Current Year Values

Current Values Breakdown

Building:	$600
Land:	$113,400
Just/Market:	$114,000
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$114,000
Exemption(s):	$0
Taxable:	$114,000

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	9	Fort Pierce Stormwater Charge	$486.00

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$114,000	$114,000	$0	$114,000
2017	$114,000	$114,000	$0	$114,000
2016	$114,000	$114,000	$0	$114,000

Permits

Number	Issue Date	Description	Amount	Fee
F89001154B	Nov 1, 1989	Alterations/Remodeling	$20,000	$20,000
F92-001168	Oct 28, 1992	Alterations/Remodeling	$36,863	$36,863
F96-001469	Dec 19, 1996	Demolition	$19,000	$19,000
F99-001043	Aug 20, 1999	Paving	$79,000	$79,000

Notice: This does not necessarily represent all the permits for this property.

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use – Commercial Parking Lot – 120 Depot Drive

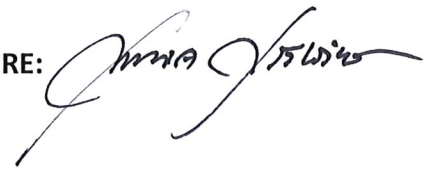
NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public hearings A,B,C, and D

NOTICE BY NEWSPAPER: June 16, 2019

NOTICE BY MAIL: June 18, 2019

NOTICE BY SIGNS: June 19, 2019

VERIFIED BY: Maria Lewicka **TITLE:** Historic Preservation Planner

SIGNATURE:  **DATE:** 06/19/2019

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St, Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

June 16, 2019

Subscribed and sworn to before on June 19, 2019:

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $151.32
Ad No: 0003628324
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Code Sections 22-75, 22-76, and 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 1, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1. Review and approval of an application for Conditional Use with No New Construction submitted by Property Owners, Thomas Gallagher & Thomas Gordon, & Applicant, Saint James Christian Academy, to operate a 6th- 12th grade school, located at 2810 & 2838 South US Highway 1 in Fort Pierce, FL. The property is zoned General Commercial (C-3) Parcel ID: 2422-314-0004-000-4 & 2422-314-0003-000-7

2. Application for Conditional Use with No New Construction submitted by property owner, Galleria at Downtown Fort Pierce LLC, to establish Commercial Parking Lot at 120 N Depot Drive, Fort Pierce, FL. The property is zoned Central Commercial (C-4), Parcel ID: 2410-503-0077-000-9.

3. Review and approval of an application for Conditional Use with New Construction submitted by property owner Lawrence Drulard, for new construction located seaward of the Coastal Construction Control Line (CCCL) at 620 S. Ocean Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R4-A) Parcel ID: 2401-503-0002-400-9.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 6/16/2019
Pub: June 16, 2019 TCN 3628324

City Commission Regular Meeting **13.a.**

Meeting Date: 07/01/2019

Re: Appoint SM Ross

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

SUBJECT:

Resolution No. 19-R27 appointing Fran O. Ross, Esq. as Special Magistrate for an initial term of three years with two 2-year renewal options.

SUMMARY:

Attorney Ross responded to RFP No. 2019-010 and was ranked highest after reviewing the bid submittal and the interview process. Fran O. Ross, Esq. has acted as one of the City's Special Magistrates since May 2004 and is a local attorney.

RECOMMENDATION:

Appoint Fran O. Ross, Esq. as Special Magistrate for an initial term of three years with two 2-year renewal options.

ALTERNATIVES:

Deny the recommendation to appoint.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Georgia Montgomery, Purchasing Specialist
Janey Vanderhorst, Code Compliance Supervisor
Shaun Coss, Building Department Coordinator
Karen Logue, Chief Accountant
Legal Department

Fiscal Impact

OTHER INFORMATION:

Compensation of $140.00 per hour

Attachments

Special Magistrate Recommendations
Resolution 19-R27

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	06/10/2019 05:41 PM

City Manager	Peggy Arraiz	06/12/2019 10:16 AM
City Manager	Nick Mimms	06/26/2019 02:09 PM

Form Started By: Peggy Arraiz Started On: 06/10/2019 05:31 PM

Final Approval Date: 06/26/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Gelencia Carter, Purchasing Manager**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **Special Magistrate Services**

DATE : **June 10, 2019**

The Special Magistrate Selection Committee interviewed the top four candidates and make the following recommendation. Compensation for all offers is at a rate of $140 per hour.

- Fran O. Ross, Esq. – Ranked highest after reviewing the bid submittal and the interview process. We would like her to act as the primary Special Magistrate for one (1) code enforcement hearing a month and one (1) building department hearing a month. Initial term of three (3) years with two (2) – two-year renewal options.
- Craig P. Rogers, Esq. – Ranked second after reviewing the bid submittal and the interview process. We would like him to act as the primary Special Magistrate for one (1) code enforcement hearing a month and provide on-call / back up Special Magistrate services for the building department's monthly hearing. Initial term of two (2) years with two (2) – two-year renewal options.
- Claudette Pelletier, Esq. – Ranked third after reviewing the bid submittal and the interview process. We would like her to act as an on-call / back up Special Magistrate for the code enforcement hearings. Initial term of two (2) years with two (2) – two-year renewal options.
- Gary M. Brandenburg, Esq. – While Mr. Brandenburg ranked at the top of the list for the bid packet during the interview, Mr. Brandenburg's stated compensation requirement was outside of our budget limits and he stated that it was not negotiable.

At this time, staff will move forward drafting the Resolutions for final approval by the City Commission.

Please let me know if you need additional information to process this request.

RESOLUTION NO. 19-R27

A RESOLUTION APPOINTING FRAN O. ROSS AS SPECIAL MAGISTRATE TO PRESIDE OVER CERTAIN CODE ENFORCEMENT PROCEEDINGS; MAKING SUCH APPOINTMENT SUBJECT TO APPLICABLE ORDINANCES AND STATUTES; AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, the City Commission adopted Ordinance No. K-91 providing that certain code enforcement proceedings may be submitted to a special magistrate; and

WHEREAS, the City Commission subsequently adopted Ordinance No. 17-017 expanding the number and types of case to be heard by the special magistrate; and

WHEREAS, the individual named in this Resolution is qualified under applicable code to preside over code enforcement matters as necessary; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That Fran O. Ross, Esq. be and the same is hereby appointed as Special Magistrate to preside over code enforcement matters as set forth in the City Code, State Statues, and other applicable law, and that this appointment is further subject to the terms and conditions of Section 2-243, City Code of Ordinances.

2. To provide for alternating terms, this appointment shall be for an initial term of three (3) years unless sooner terminated or discontinued by the Commission at its discretion, with or without cause, with two 2–year renewal options.

3. The Special Magistrate shall be compensated at a rate of $140.00 per hour subject to review and approval by the City Attorney and Director of Finance.

BE IT FURTHER RESOLVED that his resolution shall be effective immediately upon adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____ 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

City Commission Regular Meeting **13.b.**

Meeting Date: 07/01/2019

Re: Appoint SM Rogers

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

SUBJECT:

Resolution No. 19-R28 appointing Craig P. Rogers, Esq. as Special Magistrate for an initial term of two (2) years with two 2-year renewal options.

SUMMARY:

Attorney Rogers responded to RFP No. 2019-010 and was ranked second after reviewing the bid submittal and the interview process. Craig P. Rogers, Esq. has served as the Special Magistrate for Plantation, Florida for over eight years and has extensive knowledge of land use and real estate law.

RECOMMENDATION:

Appoint Craig P. Rogers, Esq. as Special Magistrate for an initial term of two years with two 2-year renewal options.

ALTERNATIVES:

Deny the recommendation to appoint.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Georgia Montgomery, Purchasing Specialist
Janey Vanderhorst, Code Compliance Supervisor
Shaun Coss, Building Department Coordinator
Karen Logue, Chief Accountant
Legal Department

Fiscal Impact

OTHER INFORMATION:

Compensation of $140.00 per hour.

Attachments

Special Magistrate Recommendations
Resolution 19-R28

Form Review

Inbox	Reviewed By	Date

City Manager	Peggy Arraiz	06/10/2019 05:47 PM
City Manager	Peggy Arraiz	06/12/2019 10:16 AM
City Manager	Nick Mimms	06/24/2019 05:11 PM

Form Started By: Peggy Arraiz Started On: 06/10/2019 05:41 PM

Final Approval Date: 06/24/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Gelencia Carter, Purchasing Manager**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **Special Magistrate Services**

DATE : **June 10, 2019**

The Special Magistrate Selection Committee interviewed the top four candidates and make the following recommendation. Compensation for all offers is at a rate of $140 per hour.

- Fran O. Ross, Esq. – Ranked highest after reviewing the bid submittal and the interview process. We would like her to act as the primary Special Magistrate for one (1) code enforcement hearing a month and one (1) building department hearing a month. Initial term of three (3) years with two (2) – two-year renewal options.
- Craig P. Rogers, Esq. – Ranked second after reviewing the bid submittal and the interview process. We would like him to act as the primary Special Magistrate for one (1) code enforcement hearing a month and provide on-call / back up Special Magistrate services for the building department's monthly hearing. Initial term of two (2) years with two (2) – two-year renewal options.
- Claudette Pelletier, Esq. – Ranked third after reviewing the bid submittal and the interview process. We would like her to act as an on-call / back up Special Magistrate for the code enforcement hearings. Initial term of two (2) years with two (2) – two-year renewal options.
- Gary M. Brandenburg, Esq. – While Mr. Brandenburg ranked at the top of the list for the bid packet during the interview, Mr. Brandenburg's stated compensation requirement was outside of our budget limits and he stated that it was not negotiable.

At this time, staff will move forward drafting the Resolutions for final approval by the City Commission.

Please let me know if you need additional information to process this request.

RESOLUTION NO. 19-R28

A RESOLUTION APPROVING A CITY OF FORT PIERCE, FLORIDA; APPOINTING CRAIG P. ROGERS, ESQ. AS SPECIAL MAGISTRATE TO PRESIDE OVER CERTAIN CODE ENFORCEMENT PROCEEDINGS; MAKING SUCH APPOINTMENT SUBJECT TO APPLICABLE ORDINANCES AND STATUTES; AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, the City Commission adopted Ordinance No. K-91 providing that certain code enforcement proceedings may be submitted to a special magistrate; and

WHEREAS, the City Commission subsequently adopted Ordinance No. 17-017 expanding the number and types of case to be heard by the special magistrate; and

WHEREAS, the individual named in this Resolution is qualified under applicable code to preside over code enforcement matters as necessary; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That Craig P Rogers, Esq. be and the same is hereby appointed as Special Magistrate to preside over code enforcement matters as set forth in the City Code, State Statues, and other applicable law, and that this appointment is further subject to the terms and conditions of Section 2-243, City Code of Ordinances.

2. This appointment shall be for an initial term of two (2) years unless sooner terminated or discontinued by the Commission at its discretion, with or without cause, with two 2–year renewal options.

3. The Special Magistrate shall be compensated at a rate of $140.00 per hour subject to review and approval by the City Attorney and Director of Finance.

BE IT FURTHER RESOLVED that his resolution shall be effective immediately upon adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____ 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

City Commission Regular Meeting **13.c.**

Meeting Date: 07/01/2019

Re: Appoint SM Pelletier

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

SUBJECT:

Resolution No. 19-R29 appointing Claudette Pelletier,, Esq. as Special Magistrate for an initial term of two years with two 2-year renewal options.

SUMMARY:

Attorney Pelletier responded to RFP No. 2019-010 and ranked third after reviewing the bid submittal and the interview process.. Claudette Pelletier, Esq. served as the Special Magistrate for Port St. Lucie in 2018 with experience in local government law, real estate law and administrative law.

RECOMMENDATION:

Appoint Claudette Pelletier, Esq. as Special Magistrate for an initial term of two years with two 2-year renewal options.

ALTERNATIVES:

Deny the recommendation to appoint.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Georgia Montgomery, Purchasing Specialist
Janey Vanderhorst, Code Compliance Supervisor
Shaun Coss, Building Department Coordinator
Karen Logue, Chief Accountant
Legal Department

Fiscal Impact

OTHER INFORMATION:

Compensation of $140.00 per hour.

Attachments

Special Magistrate Recommendations
Resolution 19-R29

Form Review

Inbox	Reviewed By	Date

City Manager	Peggy Arraiz	06/10/2019 05:52 PM
City Manager	Nick Mimms	06/24/2019 05:11 PM

Form Started By: Peggy Arraiz Started On: 06/10/2019 05:47 PM

Final Approval Date: 06/24/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Gelencia Carter, Purchasing Manager**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **Special Magistrate Services**

DATE : **June 10, 2019**

The Special Magistrate Selection Committee interviewed the top four candidates and make the following recommendation. Compensation for all offers is at a rate of $140 per hour.

- Fran O. Ross, Esq. – Ranked highest after reviewing the bid submittal and the interview process. We would like her to act as the primary Special Magistrate for one (1) code enforcement hearing a month and one (1) building department hearing a month. Initial term of three (3) years with two (2) – two-year renewal options.
- Craig P. Rogers, Esq. – Ranked second after reviewing the bid submittal and the interview process. We would like him to act as the primary Special Magistrate for one (1) code enforcement hearing a month and provide on-call / back up Special Magistrate services for the building department's monthly hearing. Initial term of two (2) years with two (2) – two-year renewal options.
- Claudette Pelletier, Esq. – Ranked third after reviewing the bid submittal and the interview process. We would like her to act as an on-call / back up Special Magistrate for the code enforcement hearings. Initial term of two (2) years with two (2) – two-year renewal options.
- Gary M. Brandenburg, Esq. – While Mr. Brandenburg ranked at the top of the list for the bid packet during the interview, Mr. Brandenburg's stated compensation requirement was outside of our budget limits and he stated that it was not negotiable.

At this time, staff will move forward drafting the Resolutions for final approval by the City Commission.

Please let me know if you need additional information to process this request.

RESOLUTION NO. 19-R29

A RESOLUTION APPOINTING CLAUDETTE PELLETIER, ESQ. AS SPECIAL MAGISTRATE TO PRESIDE OVER CERTAIN CODE ENFORCEMENT PROCEEDINGS; MAKING SUCH APPOINTMENT SUBJECT TO APPLICABLE ORDINANCES AND STATUTES; AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, the City Commission adopted Ordinance No. K-91 providing that certain code enforcement proceedings may be submitted to a special magistrate; and

WHEREAS, the City Commission subsequently adopted Ordinance No. 17-017 expanding the number and types of case to be heard by the special magistrate; and

WHEREAS, the individual named in this Resolution is qualified under applicable code to preside over code enforcement matters as necessary; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That Claudette Pelletier, Esq. be and the same is hereby appointed as Special Magistrate to preside over code enforcement matters as set forth in the City Code, State Statues, and other applicable law, and that this appointment is further subject to the terms and conditions of Section 2-243, City Code of Ordinances.

2. This appointment shall be for an initial term of two (2) years unless sooner terminated or discontinued by the Commission at its discretion, with or without cause, with two 2–year renewal options.

3. The Special Magistrate shall be compensated at a rate of $140.00 per hour subject to review and approval by the City Attorney and Director of Finance.

BE IT FURTHER RESOLVED that his resolution shall be effective immediately upon adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____day of _____ 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

City Commission Regular Meeting **13.d.**

Meeting Date: 07/01/2019

Re: Submittal of Applications for the Historic Preservation Board

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

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SUBJECT:

Resolution No. 19-R31 appointing members to the Historic Preservation Board following a vote.

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

19-R31

Michael Broderick Reappointment Form

Kori Benton Application

Patrick Small Application

Anthony Westbury Application

Michael Waldrop Application
Historic Preservation Board Attendance 2018-2019

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: 06/18/2019

RESOLUTION NO. 19-R31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Historic Preservation Board in accordance with Section 23-22 of the Code of Ordinances of the City of Fort Pierce; said term to commence on July 1, 2019 and to expire on June 30, 2022 or when a successor has been duly appointed.

Name	Position
_____	Regular
_____	Regular
_____	Alternate #2

BE IT FURTHER RESOLVED that this Resolution shall become effective on the 1st day of July, 2019.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of July, 2019.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Ben Bryan, Jr. Esq.
Interim City Attorney

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: 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

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Fort Pierce Historic Preservation Board

Name: Patrick Small	Phone: 772-359-7509
Home Address: 1303 Peppertree Trail Apt B City/Zip Code: Fort Pierce, FL 34950	How long at this address? 2.5yrs

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Social Media Marketing/Real Estate/Dj

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:

Antcrawler Marketing - Social Media Marketing
131 N 2nd Street Suite 216 Fort Pierce, FL

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No
If yes, in what capacity?

Hosting local events in the city (grand openings, holiday events, etc.)

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):

Former Historic Board member for 3 years.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify: Former Historic Board member

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: Patrick.small772@gmail.com
Date: 05/28/19	Applicant's Signature *Patrick Small*

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

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 Commission Regular Meeting **13.e.**

Meeting Date: 07/01/2019

Re: Submittal of Applications for Civil Service Appeals Board

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

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SUBJECT:

Submittal of Applications for Appointment/Reappointment to serve as regular and alternate members for the City Commission on the Civil Service Appeals Board.

SUMMARY:

The City Commission is requested to appoint / reappoint the City Commission representative member and alternate member to the Civil Service Appeals Board (CSAB). The vacancies which need to be filled are:

Regular Commission Appointed Board Members - (2) to replace or for the reappointment of:
Christine Taylor - Term expires 07/31/2019; and
J.W. Gaines - Term expired

Alternate Commission Appointed Board Members - (2) to replace or for the reappointment of:
Ed Cox - Term expires 07/31/2019; and
Pearl Liverpool Davis - Term expired

Per City Charter Article VII, Section 82 - Civil service appeals board created:
The two (2) members named by the City Commission... shall serve for a term or a period of two (2) years except the first member apointed by the city and the first member appointed by the employees shall serve for a term of only one year, but thereafter all terms of members of the board shall be for two (2) years.

The remainder of the vacancies are to be filled by employee elections and the CSAB.

RECOMMENDATION:

The Applications for Appointment / Reappointment to the CSAB are being submitted for consideration by the City Commission at this time. Appointment of the candidates will take place at the Regular City Commission Meeting to be held on July 15, 2019.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

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

COORDINATED WITH:

Human Resources Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2019
Account: N/A
Amount: N/A
OTHER INFORMATION:
There is no fiscal impact for this agenda item.

Attachments

Current Membership
Article VII Charter Provisions
CM Memo re CSAB Process
Aller, Steven
Amandro, Frank
Barnes, Samuel
Benton, Kori
Coe, Donna
Conavay, William
Cox, Ed
Dahan, Michel
Davis-Liverpool, Pearl
Furness, Darlene
Gaines, J.W.
Gillette, Ellen
Glenn-Reed, Cheryl
Neuman, Charlene
Parker, Jovona
Penick, Ralph
Rivera, Sharon
Sullivan, Bertha
Taylor, Christine
Taylor, Wesley
Todd, Jerome

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2019 02:22 PM

Form Started By: Angela Wilkinson
Started On: 06/14/2019 11:58 AM
Final Approval Date: 06/26/2019

Term Tracker Report **Run Date: 07/01/19**

Civil Service Appeals Board

First Name	Last Name	City	ST/Zip	District/Position	Appointed	Resolution #	New Resolution	Start	End
Edward	Cox	Fort Pierce	FL 34982	Comm Alt #2	08/07/2017	17-R25		08/07/2017	07/31/2019
Mike	Dahan		FL	CSAB Alt.#1	06/11/2015	n/a		03/04/2013	03/27/2017
J.W.	Gaines	Fort Pierce	FL 34950	Comm Appt/Chairman	08/01/2016	16-R36		05/05/2014	07/31/2018
Pearl	Matthews Davis	Fort Pierce	FL 34950	Comm Alt #1	08/01/2016	16-R36		05/05/2014	07/31/2018
Laura	Murphy	Fort Pierce	FL 34949	CSAB Appt	01/01/1900	n/a		06/11/2015	03/27/2017
Charlene	Neuman	Fort Pierce	FL 34982	Emp Alt. #2	01/01/1900	n/a		06/14/2016	06/14/2018
Bertha	Sullivan	Fort Pierce	FL 34950	Emp Alt #1	01/01/1900	n/a		06/14/2016	06/18/2018
Christine	Taylor	Fort Pierce	FL 34947	Comm Appt	08/07/2017	15-R17	17-R25	07/06/2015	07/31/2019
Wesley	Taylor	Fort Pierce	FL 34946	Emp Rep	01/01/1900	n/a		06/14/2016	06/14/2018

ARTICLE VII. - CIVIL SERVICE AND MERIT SYSTEM

Sec. 78. - Establishment of merit system; repeal of previous act.

All appointments and promotions in the administrative service of the city shall be made according to merit and fitness to be ascertained, so far as practicable, by competitive tests. In order to permit the adoption and use of a modern merit system which is efficient and fair to officials, employees and the public, Chapter 23296, Acts of 1945, and all acts amendatory thereto are hereby repealed and a merit system is hereby created which shall conform to the provisions hereinafter set forth.

Sec. 79. - Classified and unclassified service.

The following shall constitute the unclassified service of the city and shall be exempt from the provisions of this chapter [article]:

(a) Members of the city commission and all elected officials.

(b) The city manager, city clerk, city auditor, city attorney, personnel officer, director of finance, chief of police, department heads, and all members of any board or commission or any individual in a specialized field appointed by the city commission.

(c) Part-time or temporary employee[s].

The classified service shall include all other positions now existing or hereafter created, and the provisions of this act shall apply thereto except as hereinabove set out.

(Laws of Fla., Ch. 65-1556, § 4; Laws of Fla., Ch. 65-1557, § 2; Ord. No. G-356, § 6, 8-1-77)

Amendment note— Ch. 65-1556, § 4, amended § 79(c) by deleting the words "day laborer." Ch. 65-1557, § 2, amended § 79(a) by including all elected officials and § 79(b) by adding the prosecuting attorney and department heads to the unclassified service.

Sec. 80. - Status of present employees.

Any person holding a position in the classified service when this act takes effect, who shall have served in such position for a period of at least six (6) months, shall be retained without preliminary or performance tests and shall thereafter be subject in all other respects to the provisions of this act. Any other persons in the classified service at the time this act takes effect shall be considered as having been given probationary appointments at the time this act takes effect.

Sec. 81. - Personnel officer.

There shall be a personnel officer, who shall be appointed or removed by the city manager with the approval of the commission. The personnel officer shall administer the merit system of the city in accordance with this charter and the personnel rules adopted thereunder. To this end, his powers and duties shall be:

(a) To prepare competitive examinations and tests of various types for all appointments in the classified service, restricted to persons reasonably qualified to perform duties of the position;

(b) To give wide publicity through appropriate channels in each case to all announcements of competitive examinations to the end of encouraging qualified persons to take such examinations;

(c) To prepare and recommend to the city manager such rules as he may consider necessary, appropriate or desirable to carry out the provisions of this chapter [article] except rules, regulations and procedure pertaining to suspension, removal or demotion of any person in [the] classified service;

(d) To prepare, install, and maintain a classification plan based on the duties, authority and responsibility of positions in the city service;

(e) To prepare and submit to the city manager and the city commission for its consideration a pay plan for the city service;

(f) To establish and maintain a roster of all persons in the municipal service in which there shall be set forth, as to each officer and employee, (1) the class title of the position held, (2) salary or pay, (3) any changes in class title, pay or status, and (4) such other data as may be deemed desirable or useful to produce significant facts pertaining to personnel administration;

(g) To certify all payrolls for persons in the classified service. No payment for personal service to any person in the classified service of the city shall be made unless the payroll vouchers bear the certification of the personnel officer or his authorized agent that the persons mentioned therein have been appointed and employed in accordance with the provisions of this act;

(h) To assist the city manager in developing and establishing training and educational programs for persons in the municipal service, so that wherever possible vacancies may be filled within the service;

(i) To perform such acts, consistent with this charter and the personnel rules adopted thereunder, as he may deem desirable to administer the provisions of this chapter [article].

Sec. 82. - Civil service appeals board created.

(a) Upon the taking effect of this act, the board of civil service created by Chapter 23296, Acts of 1945, shall be abolished and shall be superseded by a civil service appeals board consisting of five (5) members. Two (2) members shall be appointed by the city commission of said city, and two (2)

members shall be elected by the members of the civil service of said city. The fifth member shall be named by the other four (4) members. In the event said four (4) members shall not agree upon the fifth member within fifteen (15) days after said four (4) members take office, the county judge of St. Lucie County, Florida, shall designate such fifth member. The said board shall elect one of their members to be chairman. The two (2) members named by the city commission and the two (2) members of the board named by the employees shall serve for a term or a period of two (2) years except the first member appointed by the city and the first member appointed by the employees shall serve for a term of only one year, but thereafter all terms of members of the board shall be for two (2) years. The fifth member of the board named by the other members of the civil service [sic] shall hold office for a period of one year. All members of the appeals board shall hold office until their successors are duly elected or named and qualified.

(b) The city commission of said city shall elect two (2) alternate members of the civil service appeals board and the members of civil service of said city shall elect two (2) alternate members of the civil service appeals board. The five (5) members of the said board shall elect two (2) alternate members of the civil service appeals board to serve in the event of disqualification or absence of the five (5) members of the said board.

(c) If there exists any ground which under the laws of the State of Florida would disqualify the judge of any court, or which is a ground of challenge for cause to disqualify any juror then such procedure shall apply to members of the civil service appeals board and any member who shall be disqualified shall not be permitted to hear and determine any cause wherein he is disqualified.

(d) Whenever a person [sic] to any charge or proceeding, shall make and file an affidavit that he fears a fair trial cannot be had before said board, where charges are pending, on account of the prejudice of any member or members of said board against the applicant or in favor of the adverse, and thereupon, such member or members shall proceed no further therein, but an alternate or alternates for such member or members shall be designated in the manner prescribed for the substitution of members for the trial of any case when any member is disqualified.

The member or members may, however, examine the affidavit supporting the motion to disqualify any of them for prejudice, to determine its legal sufficiency but shall not pass on the truth of the facts alleged nor [ad]judicate the question of disqualification.

Every such affidavit shall state the facts and the reasons for the belief that any such bias or prejudice exists, and such affidavit shall be filed not less than forty-eight (48) hours before the time the case is called for hearing or good cause shown for the failure to so file the same within such time.

Any such affidavit so filed, shall be accompanied by a certificate of counsel representing the applicant stating that such affidavit and application are made in good faith and the facts stated as a basis for making the said affidavit shall be supported in substance by affidavits of at least two (2) reputable citizens of St. Lucie County, not kin to the applicant or of the counsel for the applicant. Provided, however, that when a suggestion of disqualification of any member or members has been made and the disqualification of such member or

members shall have been admitted and an alternate member acting in lieu of the member so held to be disqualified [is designated], the said alternate member shall not be disqualified on account of alleged prejudice against the party making the suggestion in the first instance, or in favor of the adverse party unless such alternate member shall admit that it is then a fact that he, the said alternate member does not stand fair and impartial between the parties and if the alternate member shall state and hold that he does stand fair and impartial between the parties and their respective interests, he shall cause such statement or holding to be entered on the minutes of the said board and shall proceed to serve as member of said board in the pending case. The foregoing holding or ruling may be reviewed by the appellate court, as are other rulings of the said board.

(e) In event a member of the civil service appeals board shall refuse to qualify as such member, or if said office shall become vacant by reason of death, resignation or otherwise, the proper alternate shall become a member of the civil service appeals board for the unexpired term of the member vacating said office, and a first alternate shall be elected as herein provided for the election of a second alternate.

(As amended by Laws of Fla., Ch. 59-1290, § 1)

Sec. 83. - Qualifications of board members.

Each member of the civil service appeals board shall be a resident of St. Lucie County, shall be known to be in sympathy with the merit principle as applied to the civil service, shall neither hold nor be a candidate for any other public office or position, and shall not be a member of any local, state or national committee of a political party or an officer in any partisan political club or organization. No person who has been convicted of a crime involving moral turpitude, or who is an officer or employee of said city shall be eligible to hold said office.

(Ord. No. J-17, §§ 1, 2, 5-4-92)

Sec. 84. - Term of office; employees; meetings and compensation.

Members of the civil service appeals board elected as herein provided shall take office within ten (10) days after their election or appointment. The oath of office shall be administered to each member of the civil service appeals board by the city clerk.

The personnel officer shall act as secretary to the appeals board of civil service. The city commission may employ such additional personnel for said board as said city commission shall deem necessary.

The civil service appeals board shall hold not less than one regular meeting each month and may hold special meetings when required for the transaction of business by said board. Such members may be called by the chairman or any three (3) members of the board, upon giving each member written notice thereof served personally, or left at the members usual place of residence. A majority of the board shall constitute a quorum for all meetings; except, however, for all hearings there shall be a full board.

Members of the civil service appeals board shall each receive compensation in the amount of ten dollars ($10.00) per meeting, contingent upon attendance at the meeting, payable on a quarterly basis. Responsibility for reporting attendance to receive compensation shall be placed with the board's staff coordinator.

(Ord. No. I-12, § 1, 6-6-83; Ord. No. K-288, § 1, 10-4-04)

Sec. 85. - Duties of board.

It shall be the duty of the civil service appeals board:

(a) To make any investigation which it may deem desirable concerning personnel administration in the classified service and to that end, any member of the board shall have the power to administer oaths.

(b) To report to the city commission and expose publicly any abuses or improper practices which it may find in the classified service of the city.

(c) To provide rules for the procedures and grounds for suspension, demotion and dismissal of employees, said rules being subject to the approval of the city commission, and for the filing of appeals with the civil service appeals board herein created.

(d) To sit as a body to hear appeals of any person in the classified service who is dismissed, demoted, suspended or transferred.

(e) To supervise the holding and grading of all competitive examinations held under the merit system.

(Laws of Fla., Ch. 65-1557, § 2)

Amendment note—Ch. 65-1557, § 2, amended § 85 to provide for approval of the rules by the commission in paragraph (c).

Sec. 86. - Existing rules and regulations stand until superseded.

The rules and regulations of the board of civil service which are in effect upon the taking effect of this chapter [article] shall remain in full force and effect until superseded by the rules adopted under this chapter [article].

Sec. 87. - Personnel rules.

Immediately after the taking effect of this act, the personnel officer shall prepare personnel rules to govern the merit system and carry out the provisions of this chapter [article]. The city manager shall approve them with or without modification. When approved by him they shall be submitted to the city commission and shall become effective thirty (30) days after the commission by resolution adopts them, with or without amendment.

Thereupon, the rules and regulations of the board of civil service passed on June 19, 1944, and amended as of July 15, 1954, shall be automatically repealed and superseded by the rules herein provided, except rules promulgated by the civil service appeals board under subsection (c) of section 85 of this act.

The personnel rules shall provide for:

(1) The classification of city positions which classification shall be based on the duties, authority and responsibility of each position;

(2) A pay plan for all city positions embodying the principle [of] equal pay for equal work which plan shall become effective when the commission by resolution adopts it with or without amendment;

(3) The method of holding competitive tests for fairly determining the merit and fitness of candidates for appointment and promotion;

(4) The establishment, maintenance and certification of eligible lists for filling vacancies;

(5) The order and manner in which layoffs may be effected;

(6) Hours of work, attendance, regulations and provisions for sick and vacation leave;

(7) The procedure governing provisional or probationary appointments;

(8) Other practices and procedures necessary for effective administration of the merit system under the provisions of this charter;

(9) To make rules and regulations for the selection of a grievance committee by members in the classified service.

Sec. 88. - Rules to incorporate principle of merit and fitness.

The rules required by section 87 shall be so prepared that all decisions on personnel matters shall be made solely on the basis of merit and fitness of the individual, and the various practices and procedures established thereunder which are to govern these decisions shall incorporate established professional standards and techniques which will serve to further that end.

Sec. 89. - Causes for suspension and dismissal.

Any member of the civil service under this act who shall be incompetent, neglect his duty, be guilty of insubordination, immorality, drunkenness, any felony or crime involving moral turpitude or for the violation of any rules and regulations adopted by the civil service appeals board pursuant to subsection (c) of section 85 of this act shall be subject to reduction, suspension, fine or dismissal; provided, however, that no officer or employee shall be fined a sum in excess of one month's compensation.

Annotations— Grounds for discharge interpreted generally, see *Bloodworth v. Suggs,* 60 So.2d 768(1952); *City of St. Petersburg v. Pfeiffer,* 52 So.2d 796(1951); *Becker v. Merrill,* 20 So.2d 912(1944); *Barron v. Vailles,* 26 So.2d 449(1944); *Nelson v. State ex rel Quigg,* 23 So.2d 136, 90 L. Ed. 1016(1945).

Sec. 90. - Removals, fine and appeals.

(a) The city manager may at any time fine or suspend or dismiss or demote or transfer any employee of the classified service for any cause which will promote the efficiency of the service but only in accordance with the rules and regulations of the merit system and the civil service appeals board.

(b) The members of the civil service appeals board shall not discuss the facts or merits of any case which may be tried before them with any person or persons whomsoever, except to receive the list of witnesses by any person or which the said city desires to subpoena before the board.

(c) Violations of the foregoing provisions of this section by any member of the board shall be grounds for disqualifications.

(d) In investigation of charges each member of the civil service appeals board shall have the power to administer oaths, and said board is hereby authorized to compel by subpoena the attendance of witnesses, [and] the production of books and papers relevant to such investigation, said subpoena to be served by a member of the police department.

(e) It shall be unlawful for any person to fail or refuse to respond to any subpoena duly issued by the civil service appeals board, without a legitimate excuse therefor, and such failure or refusal to respond is hereby declared to be a misdemeanor and shall be punishable as is now provided by [the] criminal code of the city for violation of misdemeanors.

(f) All witnesses demanding witness fees for attendance shall be entitled to a per diem of one dollar ($1.00) to be paid by the city, but no employee of the city summoned before said civil service appeals board to testify shall be entitled to any compensation.

(g) Upon dismissal, suspension or demotion, the city manager shall within twenty-four (24) hours give the employee a written statement of the reasons for his dismissal, suspension or demotion and shall immediately file a copy thereof with the civil service appeals board. If the employee desires, he may within seven (7) days file with the board a request for a hearing upon the dismissal or suspension or demotion. Any employee under the classified service of the city transferred within the classified service shall also have the right of appeal to the civil service appeals board within seven (7) days after such transfer upon written request to the board. The board upon receiving such notice of appeal, shall within five (5) days set a date for a hearing. Notice of the time and place of such hearing shall be served upon the city manager and the employee either personally or by registered mail at least five (5) days before the date of hearing.

(h) The board shall conduct the hearing at the time set, which hearing shall be public and may adjourn the hearing from time to time upon cause shown, or upon its own motion, provided that such adjournment in all shall not extend beyond thirty (30) days from the date of dismissal or fine or demotion or transfer, except for good cause shown. Both the affected employees and the city manager shall be given full opportunity to be heard in person or with counsel. The personnel officer shall spread on the official minutes of the board the facts contained in the appeal, the board's findings and its decision which shall be final. Such decisions shall be transmitted to the city manager and executed by him.

(Laws of Fla., Ch. 65-1557, § 2)

Amendment note— Ch. 65-1557, § 2, amended § 90(h) by providing that a hearing may be extended beyond thirty days for good cause shown.

Annotation— Appeals, procedure. See *City of Miami v. Huttoe,* 38 So.2d 819(1949).

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : The Honorable Mayor and Members of the City Commission

FROM : Nicholas C. Mimms, P.E., City Manager NCM

RE : Civil Service Appeals Board - Update

DATE : April 23, 2019

FPUA, St. Lucie County Fire District and City employees recently submitted forms for nominations to fill the two employee representatives and two employee representative alternates vacancies on the Civil Service Appeals Board. The HR Manager provided a status update of the process concerning the election. The update is provided for your review and utilization.

If you have any questions or need additional information, please contact me.

NCM:jdr

Attachment

c: City Attorney
City Clerk

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

TO: NICHOLAS C. MIMMS, P.E., CITY MANAGER

FROM: KEVIN BROWNING, HR MANAGER KEB

SUBJECT: UPDATE ON CIVIL SERVICE APPEALS BOARD

DATE: APRIL 19, 2019

RECEIVED
TIME
APR 19 2019
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

As you are aware, the nomination forms for the Civil Service Appeals Board (CSAB) were distributed to employees of the City of Fort Pierce, the Fort Pierce Utilities Authority and the St. Lucie County Fire District. The City Clerk's office was also asked to begin taking applications for the City Commission's appointments to the CSAB.

In analyzing participation in the CSAB election process from prior years, it was surmised that the FPUA and the SLC Fire District may not have distributed the nomination forms to all of their employees. Changes to the nomination process were instituted in an attempt to raise employee participation. The nomination forms for each of the three organizations were numbered and color coded and a more streamlined process was utilized. These nomination forms were forwarded to the directors and their Human Resources Managers/Directors. A mass email was also sent out to the employees of each body to inform them that the CSAB nomination process was taking place. An exceptional response was received to the updated process. A grand total of 151 nominations were received. The total FPUA nomination forms submitted increased from approximately 6 in prior years to 53 this election cycle. The SLC Fire District experienced a marked increase from 3 employees to 83 participating in the process.

The submitted nomination forms were verified for eligibility and tabulated. Lois Wolfe from the FPUA was contacted to receive clarification on a disqualified nominee. She has also been informed on the status of the nomination process. Ms. Wolfe, Hewana Fauntleroy from the SLC Fire District, and CSAB Attorney Ron Cason will be meeting with the city's HR staff to be updated on the CSAB status. There are a total of 32 eligible nominees submitted. Of those, seven are previous CSAB members. The election ballots will be disseminated to employees from the three organizations within the next two weeks.

I anticipate the completion of this process shortly after the City Commission votes on their CSAB representatives. Once all members have been seated, they will move forward to elect their officers and follow all pertinent processes required by CSAB rules.

KB/aw

2019 Civil Service Appeals Board Nominations

	Name		# of Ballots	Contact Information	
	Last	First		Telephone #	Email
	Amandro	Frank	3	[redacted]	[redacted]
	Anderson	Mattie	1	[redacted]	
	Banks	Martha	1	[redacted]	[redacted]
	Barnes	Tony	4	[redacted]	
	Benton	Kori	28	[redacted]	[redacted]
	Brown	Patricia	1	[redacted]	
	Coe	Donna	1	[redacted]	[redacted]
	Conavay	William	14	[redacted]	
*	Cox	Edward	2	No Information Given - Currently on CSAB	
	Crutchfield	Linda	1	[redacted]	
	Drummond	Darrell	2	[redacted]	
	Furness	Darlene	2	[redacted]	
	Gillette	Ellen	18	[redacted]	[redacted]
	Gillette	Gary	5	[redacted]	
	Glenn-Reed	Cheryl	5	[redacted]	
	Ingram	Jonathan	1	[redacted]	
	Knight	Eugene	1	[redacted]	
*	Liverpool	Pearl	3	[redacted]	[redacted]
*	Murphy	Laura	1	No Information Given - Currently on CSAB	
*	Neuman	Charlene	2	[redacted]	[redacted]
	Parker	Javona	1	[redacted]	
S	Penik	Ralph	4	[redacted]	
	Pipes	Nyla	1	[redacted]	[redacted]
	Riggins	Calandra	1	[redacted]	[redacted]
	Rizello	Michael	1	[redacted]	
	Roundtree	Liz	1	[redacted]	
	Smith	Ruby	1	[redacted]	[redacted]
*	Sullivan	Bertha		[redacted]	[redacted]
*	Taylor	Wesley	2	No Information Given - Currently on CSAB	
*	Taylor	Christine	1	No Information Given - Currently on CSAB	
	Thiess	Bill	1	[redacted]	
	Todd	Jerome	1	[redacted]	
			111		

S = Spouse of Department Head

32 Total Eligible Nominees
7 Currently CSAB Members (2 of which have resubmitted applications for current board members.
25 New Nominations

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
MAR 21 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: Steven E. Aller	Phone: 772-579-8214
Home Address: 411 NW Sheffield Circle City/Zip Code: Port St. Lucie FL 34983	How long at this address? 14 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired Telecommunication Manager	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Public Utilities 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: N/A	Applicant Email Address: Sealler2@gmail.com
Date: 3/19/19	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

Resume Steve Aller

Date: January 26, 2017 Page I of 3

I would like to find a position that will use my technical and customer contact skills at any Level.

Experience: I took an early retirement offer as a Director with SBC communications in Columbus, Ohio. During my career I was a lineman, cable repairman, splicer, installer and test deskman. I managed outside crews doing Installation and Maintenance, Cable Rehabilitation crews, Fiber Optic and Digital Maintenance, Remote Terminals, Controlled Environmental Vaults, Air Pressure and Air Dryer maintenance, Plant Protection and New Construction crews as well. My last assignment consisted of managing four area managers, 40 managers and over 400 non-management employees across the state of Ohio covering numerous disciplines of the telecommunications business under the Infrastructure Maintenance umbrella. I have an extensive safety background in man-holes, controlled environmental vaults, ladders, aerial lifts, trenches/open pits, tools, work area protection, motor vehicle safety, gas cylinders and much more. I am familiar with lock-out/tag-out procedures as well.

I have project Manager experience on a regional level. I project managed the Ameritech Y2K remote terminal DLC carrier back-up power plants and maintenance. I developed the first Digital Loop Carrier maintenance organization for Ohio which was later the model for the Ameritech Region which I Project Managed as

well. I was also one of the Project Managers for the development and implementation of the Infrastructure Maintenance organization across the SBC/Ameritech region. I developed the first Cable Rehabilitation crew in Columbus, Ohio which was then used as the model across the entire five state region.

Education: 1980 Associates Degree Franklin University Columbus, Ohio. 1990 Certificate of Management from Capital University Columbus, Ohio

I am able to work flexible hours and can travel to meet job expectations.

I was employed by Ameritraining Inc. as a contract trainer. I was qualified to train the entire AT&T U-Verse IPTV training package including VOIP. I was also qualified to train Centurylink's entire Prism IPTV courses. I have also been a Red Cross Instructor. 12/2005 to 5/2010.

I was employed as a Supervisor Regional Operations by Centurylink. My responsibilities were to manage 14 Technicians in a very large geographical area in South Carolina to provide phone and internet services. I was assigned numerous projects during my time with Centurylink and served on many regional projects. 5/2010 to 12/2016

Community Service Officer, Hollywood Police Dept. Hollywood, Florida 4/2004 to 11/2004

I do volunteer work for the St. Lucie Humane Society and do rescue work for them.

Contact Information: Steve Aller

Home Address: 411 NW Sheffield Circle

Port St. Lucie, Florida 34983

Home Telephone#: 772-579-8214

Cell#: 772-579-8214

E-Mail: sealler@ameritech.net.

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: Civil Service Appeals Board

Name: Frank J. Amandro	Phone: (772) 579-1852
Home Address: [redacted] City/Zip Code:	How long at this address? 8/2007
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Assistant Director; St Lucie County Public Safety Dept.	

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☒ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

See the attached resume.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: LINDA COX Applicant Email Address: amandrof@stlucie co.org

Date: 5/9/2019 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

Frank J. Amandro

Objective

I am a highly accomplished and motivated law enforcement executive with a Master's Degree in Criminal Justice Administration. I have twenty-five years of exemplary supervisory, management, administrative, and leadership experience with the City of Fort Pierce and the Fort Pierce Police Department. Eighteen of these years of experience is in an executive staff position.

Professional Development

Florida Department of Law Enforcement – Contemporary Issues for LE Executive (2007)
Federal Bureau of Investigation – National Academy 221st Session (2005)
Federal Bureau of Investigation – Florida Executive Development Seminar (2004)

Professional Experience

2019— Present

Assistant Director, Public Safety Department
St. Lucie County board of County Commissioners

- Management and administration of the Public Safety Department: Emergency Management Division, Radiological Division, 911 Communications Division, Animal Safety Division, Marine Safety Division, and the 800 MHz Radio System.
- Participate in the development and administration of the department's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments and appropriate and necessary.
- Organization and facilitation of department, divisional, and community meetings, including public speaking engagements and presentations.
- Served as liaison between department and community leaders, governmental officials, and first responder agencies throughout the Treasure Coast.

2012 — 2019

Deputy Chief
Community Policing Bureau

- Management and administration of Patrol Division, Fiscal Management Division, Records Division, Information Technology Department, Grants, Armory, Fleet, and assisted the Public Information Officer.
- Participate in the development and administration of the department's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments and appropriate and necessary

- Organization and facilitation of department, divisional, and community meetings, training events, including public speaking engagements and presentations
- Served as liaison between department and community leaders, business organizations, government officials, other law enforcement agencies and other city departments.
- Participate and coordinate in the development and implementation of goals, objectives, policies and priorities for assigned programs: recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness service for assigned programs; recommend appropriate service and staffing levels.
- Coordinate, organize, and schedule assigned personnel and other resources to achieve departmental goals; assign work activities, projects and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Provide staff assistance to the Chief of Police; participate in a variety of boards, commissions, and committees; prepared and presented staff reports and other necessary correspondence.
- Member of the City of Fort Pierce's Contract Negotiation Team, representing the Chief of Police while negotiating three annual contracts: Treasure Coast Police Benevolent Association, Lieutenants and Sergeants Unit; International Union of Police Association, Police Officers Unit, and the Local Teamsters Unit.
- Emergency Management Director for the City of Fort Pierce.

2006 — 2012

Captain

Administrative Services Bureau

- Management and administration of Fiscal Management Division, Records Division, Information Technology Department, Grants, Training and Recruiting, Armory, Fleet, Animal Control, Evidence, K-9 Unit, and Public Records Requests.
- Emergency Management Director for the City of Fort Pierce.

1999 — 2006

Lieutenant

Neighborhood Policing Bureau: Patrol Commander (2004 – 2006)

- Management and administration of patrol division, community policing, crime prevention, juvenile intervention, animal control, and traffic enforcement program and activities
- Back-up Public Information Officer
- Assistant Emergency Management Director

Crime Suppression Unit: Commander (2002-2004)

- Development, management, and administration of street crimes, covert, and narcotics investigations.
- Preparation, management, and administration of the Gang Reduction and Abatement Program, Weed & Seed Initiative, and Project Safe Neighborhoods Grant.

Community Response Division: Commander (2001-2002)

- Management and administrative of community policing, crime prevention, juvenile intervention, animal control, and traffic enforcement programs and activities.
- Coordination of law enforcement services for special events.

Investigative Services Bureau: Executive Officer (2001)

- Management and administration of criminal investigations, special operations, crime scene investigations and investigative/victim assistance programs and activities.
- Developed and implemented the Gang Reduction and Abatement Program, a federally funded grant and its $95,000 annual budget, developing a strategic plan to reduce the persistent gang problem throughout the city.

Office of Professional Standards (1999-2001)

- Created and managed the transition from an internal administration division, a one member unit to a multi-faceted Office of Professional Standards to include Accreditation, Training and Recruiting.
- Management and administration of random drug testing/screening, investigation of personnel complaints, conducted staff inspections and audits of various operations within the entire agency, as well as Accreditation, Training, Recruiting and the Armory.

1997— 1999

Sergeant

- General assignment: supervisory responsibility for shift personnel and activities, including scheduling, evaluation, critical incident management, personnel complaint investigation and field supervision.

1997

Detective

- General assignment: management and investigation of criminal investigations ranging from theft or homicide investigations.

1994 - 1997

Police Officer

- General assignment: patrol duties including enforcement, prevention, report writing, evidence collection, and providing court testimony

Skills and Accomplishments

2011 – 2014

Adjunct Professor

2006 – 2018

Emergency Management Director

Education

August 2003— May 2005 *Lynn University* *Boca Raton, Florida*

Master's of Science Degree: Criminal Justice Administration

January 1985— June 1989 *St. John's University* *Jamaica Queens, New York*

Bachelor of Fine Arts: Graphic Design

Professional and Community Memberships

Florida Police Chief Association, Member
Federal Bureau of Investigation National Academy – Florida Chapter, Member
Treasure Coast Chiefs of Police and Sheriffs Association, Member
St. Lucie Chamber of Commerce, Fort Pierce Area Council, Member
Florida Department of Emergency Preparation, Member

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: _____

Name: Samuel (Tony) Barnes	Phone: 772/905-7185
Home Address: 3501 Juan Ortiz Circle City/Zip Code: Ft. Pierce, Fl 34947	How long at this address? 25 years
Are you a citizen of the United States? Yes ☐ 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):	
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: tony.barnes54@yahoo.com
Date: 6/12/2019	Applicant's Signature MJB

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
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CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: Kori Benton	Phone: 772-519-0470
Home Address: 4181 Worlington Terr., Ft. Pierce 34947 City/Zip Code:	How long at this address? 2+ years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Urban & Regional Planner - St. Lucie County BOCC	
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):	
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: 5.17.2019	Applicant's Signature Kori Benton

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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

Kori C. Benton

4181 Worlington Terrace, Fort Pierce FL

(772)519-0470
koricbenton@gmail.com

EDUCATION

University of Florida – Gainesville, Florida

Bachelors of Arts: Economics, cum laude - 2010

Bachelors of Arts: Political Science, cum laude - 2010

-Public Affairs Certificate; Specializing in Environmental, Regional Planning, & State/Local Policy

UF GPA: 3.498 / UF Upper Division GPA: 3.57

Florida Atlantic University – Boca Raton, Florida

Masters of Arts: Public Administration - 2014

FAU GPA: 3.71

WORK

St. Lucie County – Senior Planner (2018-Present)

- Project Manager on assigned development review applications, including applications for conditional use, variance, rezoning, etc.
- Professional planning analysis and implementation of the Comprehensive Plan, including project management of Comprehensive Plan Amendments, Land Development Code guidelines, and other regional and long-range planning policy.
- Intergovernmental coordination and economic development.
- Interpret laws, rules and regulations relative to the County's planning issues.

City of Fort Pierce – Senior Planner (2015-2018)

City of Fort Pierce – Historic Preservation Officer (2013-2015)

City of Fort Pierce – Planning Specialist (2011-2013)

COMMUNITY INVOLVEMENT

Treasure Coast Section of Florida APA Executive Committee (2016-Present)
Fort Pierce Rotary Club (2016-Present)
Heathcote Botanical Gardens Board – (2015-Present)
Hibiscus Children's Center Foundation Board – President (2015-2016)
Hibiscus Children's Center Foundation Board – (2012-Present)
Hibiscus Children's Center Governing Board (2013-2014)
IRSC Student Affairs and Ethics Committee (2008)
Volunteer for Habitat for Humanity (2006-2009)
Volunteer for St. Lucie County Education Foundation (2005-2007)
Volunteer for Fort Pierce Manatee Center (2003)
UF Student Government Senator (2009-2010)
Kappa Phi Epsilon – Philanthropy Chair - (2009-2010)
Volunteer for Desire Street Ministries (2008- 2010)

Kori C. Benton

4181 Worlington Terrace, Fort Pierce FL (772)519-0470
koricbenton@gmail.com

EDUCATION

University of Florida – Gainesville, Florida

Bachelors of Arts: Economics, cum laude - 2010

Bachelors of Arts: Political Science, cum laude - 2010

-Public Affairs Certificate; Specializing in Environmental, Regional Planning, & State/Local Policy

UF GPA: 3.498 / UF Upper Division GPA: 3.57

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Kappa Phi Epsilon – Philanthropy Chair - (2009-2010)
Volunteer for Desire Street Ministries (2008- 2010)

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CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: DONNA L. CODE	Phone: 772.323.5243
Home Address: 7205 OCALA AVE City/Zip Code: FORT PIERCE, FL 34951	How long at this address? 5 1/2 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: BRANCH MANAGER	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: 7205 OCALA AVE FORT PIERCE, FL 34951 — DEE7CEE'S TRUCKING, LLC HAUL FREIGHT THROUGHOUT STATE OF FL	
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: PNC BANK 500 VIRGINIA AVE FORT PIERCE, FL 34982	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): M.S. in Human Resource Development ~~of~~ Administration B.S. in Professional Administration	
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: SERITHA REEVES Applicant Email Address: deecoe@att.net	
Date: 5/9/19 Applicant's Signature [signature]	

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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

DONNA L. COE

7205 Ocala Avenue
Fort Pierce, FL 34951
Phone: (772)323-5243
Email: deecoe@att.net

OBJECTIVE

To secure a position that will enable me to maintain and enhance production while developing strong manpower, identifying talent, and deploying professional development programs in order to achieve organizational goals and fulfill employees' needs through efficient and effective training.

QUALIFICATIONS

- Articulate and remarkable communicator with the ability to work well with others while maintaining extremely professional manner in all business environments.
- Capable of administering multiple projects at once with a strict adherence to time.
- Skilled problem solver by applying creative approach and resourcefulness to maintain smooth flow in a fast pace environment.
- Knowledgeable and proficient in creating various types of reports in Microsoft Word, Excel, Power Point, and Access.
- Valuable motivator to personnel in need of personal and professional growth to better performance within an organization.
- Strong operational management skill with a great team building character.
- Competent of supervising and coaching diverse group of individuals in effective atmosphere while maintaining patience to understand and satisfy the needs of consumers in today's market.

EDUCATION & LICENSING

2006 Master of Science in Human Resource Development & Administration, Barry University
2003 Bachelor of Science in Professional Administration, Barry University

- Indian River State College Teaching Certificate in Human Resources
- Public Notary, State of Florida

EMPLOYMENT

11/2000 – present **Branch Manager;** PNC Bank, Ft. Pierce, FL

- Supervise, audit, and coach team of 10 employees
- Conduct performance and developmental monthly one-on-one coaching sessions
- Resolve client service issues.
- Network with community leaders to advance prospective sales opportunities
- Monitor and increase branch profitability by expanding client and prospect relationships through effective profiling, cold calls, and outreach initiatives.
- Interview, hire, and recruit diverse talent for positions of customer service representatives, teller supervisor, consumer bankers, licensed financial consultants, and assistant managers.
- Community promoter by creation of acquisition events and facilitation of financial literacy workshops

07/1998 – 11/2000 **Assistant Sales Manager;** Service Merchandise, Jensen Beach, FL

- Supervise, train, and evaluate diverse group of 53 employees
- Motivate higher sales performance by 3% monthly increase through weekly sale meetings, team task, contests and time off incentives.
- Recruit, interview and hire diverse candidates through job fairs, table stands advertisements and store walk-ins for employment with the jewelry and home goods departments
- Generate weekly 40-hour work schedules for non-exempt employees
- Encourage sales and resolve customer service issues
- Inventory stock and arrange floor displays.

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2 Yrs
FPUA Retired

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: William J. Conaway	Phone: 772-519-2737
Home Address: City/Zip Code: 1013 Colonial Rd., Ft. Pierce 34950	How long at this address? 19 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): . Completed high school, some college, training in energy conservation, 27 years employed at Ft. Pierce Utilities Authority - Meter Reading, New Services, Energy Conservation, Facilities Administrator.	
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: FPUA Employees	Applicant Email Address: wconaway@gmail.com
Date: 06/02/2019	Applicant's Signature William J. Conaway

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CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CIVIL SERVICE APPEALS BOARD

Name: ED COX	Phone: 772-359-6717
Home Address: 4344 GATORTRACE CIRCLE City/Zip Code: FORT PIERCE, FL 34982	How long at this address? 5+ YEARS
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: RETIRED	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☒ Yes ☐ No Other: HUMAN RESOURCES 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: CIVIL SERVICE APPEALS 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: evcox@comcast.net
Date: 05/17/19	Applicant's Signature Ed Cox

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Edward V. Cox

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CITY OF FORT PIERCE

4344 Gator Trace Circle Fort Pierce, FL 34982
Cell: 772-359-6717 Email: evcox@comcast.net

Volunteer Activity since paid employment ended September, 2013: Certified State of Florida Ombudsman; Police Athletic League; Sara's Kitchen; Learn To Read tutor and Board member; Fort Pierce Communitywide Council; Fort Pierce Citizens Academy; Fort Pierce Civil Service Appeals Board; Lector, Mass Server, and Finance Council Member St. Mark's Catholic Church; Vice-President Gator Trace Homeowners Association.

Employment History

Fort Pierce Utilities Authority
March, 2007 to September, 2013
206 S. 6th Street, Fort Pierce, Florida 34948

Human Resources Manager

- Responsible for all personnel actions from recruitment through retirement for a technical workforce of approximately 300 employees.
- Contract negotiations and management for all benefit providers including health, dental, vision, term life, long term disability, and a variety of voluntary benefits like 457 pension plans, cancer, whole life, pre-paid legal.
- Same duties as listed under Wicomico County/City of Salisbury HR Director position.

Harbortown Marina
August, 2005 to March, 2007
1936 Harbortown Drive, Fort Pierce, Florida 34964

Dockmaster

- Responsible for all operational and financial activities of a 330 slip marina, including contractual and logistical controls.
- Employ and manage dock attendants and dock support personnel.
- Report to General Manager for all technical and administrative support strategies.
- Develop policies, procedures and systems for effective and efficient marina dock operations.

St. Lucie County Government
November, 2004 to March, 2005
2300 Virginia Avenue, Fort Pierce, Florida 34982

Department of Growth Management Director

- Responsible for management of all activities of the department including Administration, Planning Division, Geographic Information System Division, and Tourism/Economic Development Division. Also responsible for administrative oversight of regional Metropolitan Planning Organization.
- Developed and administered department policies and procedures including budget, accounting, personnel, record-keeping, and project control.
- Managed and reported on land use issues related to Comprehensive Plan, Land Use Development Code, community development, growth management, development review.
- Represented department before Board of County Commissioners, Planning and Zoning Commission, County Administrator, advisory boards, agencies, civic organizations, and special interest groups.

Wicomico County Government
March, 1999 to April, 2004
Government Office Building, 125 N. Division Street, Salisbury, Maryland 21803-0870

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CITY OF FORT

Human Resources Director

- Responsible for all functions and activities of a full service personnel department serving both Wicomico County and the City of Salisbury (650 county employees and 350 city employees, plus part-time, seasonal, and retirees).
- Develop and manage department budget and budget for benefits for all employees, assign work and supervise employees, prepare reports, maintain variety of data bases.
- Originate policies and procedures, create personnel transaction systems, coordinate inter-department operations.
- Organize and conduct training sessions, explain employment opportunities and conditions.
- Administer compensation and benefit systems, negotiate with and supervise vendors, review and update salary and classification plans.
- Received above satisfactory evaluations every Performance Appraisal.

ManTech Systems Engineering Corporation
July, 1995 to March, 1999
21491 Great Mills Road, Lexington Park, Maryland 20653

Technical Director

- Provided management/strategic planning support to Naval Air Station Commanding Officer and NAS Executive Director for community infrastructure improvements to support significant growth at NAS due to base realignments.
- Responsible for managing Department of Defense projects providing contractor services to the Patuxent River Naval Air Station in technical management support, data services, and engineering services.
- Adhered to all corporate policies and procedures; participated in company management activities. Reported to Company Vice President.
- Interacted with various military and civilian Department of Defense representatives.
- Applied knowledge of management functions, processes and analytical methods or techniques to gather, analyze and evaluate information required by program/project managers and customers.
- Developed and drafted program and project milestones, progress monitoring, financial acquisitions, quality control, maintenance and training documentation.
- Drew conclusions and devised solutions to problems relating to improvement of management effectiveness, organizational structure, work methods and procedures, efficiency and resource requirement, utilization or control.
- Performed work measurement studies, program or project operations efficiency reviews, cost studies or workload change impact analyses.
- Received top evaluations every performance period.

St. Mary's County Government
December, 1973 to June, 1995
Governmental Center, P.O. Box 653, Leonardtown, Maryland 20650

County Administrator

- Served as principal appointed official under elected five-member Board of County Commissioners in a community of approximately 85,000 with an annual General Fund budget exceeding $100 Million dollars, and 550 employees.
- Responsible for day-to-day management of all functions and activities of county government, including the supervision of all department heads and the exercise of administrative control over county governmental functions such as Public Works, Financial Management, Personnel, Recreation and Parks, Economic Development, Human Services, Emergency Services, Planning and Zoning, etc.
- Served as legislative action officer overseeing legislative development process and implementation of enacted measures.
- Served as principal liaison with community organizations, other jurisdictions, state and federal government agencies and representatives.

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- Served as public information officer by providing briefings, reports, information releases with print, sound, and video media.
- Elected by peers as President of Maryland Association of Counties- Administrative Officers Affiliate
- Was re-appointed by six successive Boards of County Commissioners. Always received superior performance ratings.

Education/Training/Professional Certification

Senior Professional in Human Resources certification from HR Certification Institute
Compensation Management Specialist certification
Society for Human Resources Management
International City/County Management Association
International Personnel Management Association
International Public Employers Labor Relations Association
Pension System certified coordinator

B.A., Bachelor of Arts degree Philosophy and Sociology, St. Mary's College

M.Ed., Master of Education degree Psychology & Guidance, Loyola University

M.A., Master's Equivalency, St. Mary's University

Doctorate program in Administration (doctorate not completed), Ohio University

Business Management, Administration, Human Resources: many courses, seminars, and conferences on such subjects as Accounting, Project Management, Performance Measurement, Personnel Practices, Information Technology, Proposal Development. Real Estate Licensure, Private Pilot Certificate.

Strengths

- Reputation for effective and efficient management practices.
- Working knowledge of the principles and practices of effective management.
- Ability to develop, effect and monitor administrative procedures and operations.
- Ability to assemble, analyze and present data for decision making processes.
- Ability to effectively communicate orally and in writing in a variety of settings.
- Ability to establish and maintain effective working relationships at all levels.

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CSAB KB for M. Dora

Name: Michel Dahan	Phone: 772-812-9600
Home Address: 1809 Eucalyptos Av FP. 34949 City/Zip Code:	How long at this address?
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Realtor	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
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): I'm a Realtor	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: CSAB	
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: Michel_Dahan@yahoo.com
Date: 6/13/19	Applicant's Signature Dahan

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Appeals Board

Name: Pearl M. Davis - Liverpool	Phone: 772-240-2328
Home Address:	
City/Zip Code: 2006 Ave. Q, Ft. Pierce, FL 34950	How long at this address? 12 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):
Resume attached

Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No
If yes, please specify: Infrastructure Surtax Citizens Committee

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: None (Applying for Reapp't.) Applicant Email Address: davisp7@aol.com

Date: 6-13-19 Applicant's Signature: Pearl M. Davis

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CIVIL SERVICE APPEALS BOARD

Name: DARLENE ROSALYN FURNESS	Phone: 772-486-2796
Home Address: 2631, SW ACE ROAD	How long at this address? 14 YEARS
City/Zip Code: PORT ST LUCIE, FL, 34953	

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:
SEE RESUME

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:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Completed by: Applicant Email Address: DARLENEF15@ATT.COM

Date: 6/3/19 Applicant's Signature: D Furness

APPLICATION EXPIRES 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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Prior to retiring I have been in the Water and wastewater industry for 30 years, 27 of which was in supervisory positions. I earned FDEP certification "A" level for both Water and Wastewater plus FWPCOA "B" level for Water Distribution and Wastewater Collection. I also earned an AS degree in Water and Wastewater Management from Palm Beach Community College.

I was also "Instructor of Record" at IRSC teaching Water treatment courses for ten years. I also was an organizer at State and local levels of FWPCOA "Short School".

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: J. W. Gaines	Phone: 772-461-1155
Home Address: 9528 Laurelwood Court City/Zip Code: Ft. Pierce, FL 34951	How long at this address? 29 years

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Owner / CPA Firm

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:
Address: 600 Citrus Avenue, Suite 200 Business: CPA Firm
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:
See 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: CPA
Describe your education, background, training and knowledge – (feel free to attach a resume):
BBA - Stetson University, Accounting Major
CPA - August 1978

Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No
If yes, please specify: Civil Service Appeals 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: Tom Perona Applicant Email Address: jgaines@btef-cpas.com

Date: 2/26/19 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

February 24, 2019

JW Gaines
600 Citrus Ave. Suite 200
Fort Pierce, FL 34950

Dear Mr. Gaines,

RE: Board Member Term Expiration

Your term as a Commission Appointed Regular Member of the Civil Service Appeals Board has expired. If you would like to be re-appointed to the Board, please respond by March 6, 2019.

Enclosed is an "Application of Re-Appointment" that ***needs to be filled out and returned with your response.*** You may email it to bmoore@city-ftpierce.com or mail it by using the stamped, self-addressed envelope that is enclosed for your convenience.

Thank you for your past and continued support of the Civil Service Appeals Board. If you have any questions, please feel free to contact me.

Sincerely,

HEB for Barbara Moore

Barbara G. Moore

Assist. Secretary to the Civil Service Appeals Board

Enclosure

__X__ I elect ***to serve*** another term -------- I elect ***not to serve*** another term

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: Civil Service Appeals

Name: Ellen Gillette	Phone: 910-890-2839(c)
Home Address: 859 Noa Street City/Zip Code: Fort Pierce, Fl 34982	How long at this address? 6 yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Freelance writer/photographer; substitute teacher

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No BUT!
If yes, list the address and nature of said business: as a book author I am sometimes a vendor at city events.

Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No
If yes, in what capacity? I occasionally volunteer with FPPD, but understand I may need to quit that if chosen to serve on the Civil Service Appeals Board.

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No BUT!
If yes, state the business and location:
Technically, I am employed as a sub by the Diocese of Palm Beach but I sub for John Carroll High /St. Anastasia schools in Fort Pierce.

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):
No special training in construction but have helped build, roof, etc. Primary skills are writing, editing, communication, speaking, teaching.

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: Lt. Caleb Gillette Applicant Email Address: ellengillette22@gmail.com

Date: 5/8/19 Applicant's Signature Ellen Gillette

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 lacy@cityfortpierce.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: Civil Service Appeals Board

Name: Cheryl Glenn-Reed	Phone: (772) 284-3291
Home Address [redacted] City/Zip Code:	How long at this address? 20 yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired Police officer	
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):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	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 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: _____

Name: Charlene Neuman	Phone: 772 461 6493
Home Address: 5710 Palmetto Dr. City/Zip Code: Fort Pierce FL 34982	How long at this address? 37yr
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Book Keeper	
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? LF Staffing Empolyee at Sunrise Theatre	
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): Associate Degree in Accounting Tidewater Community Collage Associate Degree in Bussnes Indian River Community Collage	
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: Charneu@Bellsouth.net
Date: 3-1-19	Applicant's Signature Charlene L Neuman

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

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

RECEIVED
MAR 15 2019
HUMAN RESOURCES
CITY OF FORT PIERCE

February 24, 2019

Charlene Neuman
5710 Palmetto Drive
Fort Pierce, FL 34982

Dear Mrs. Neuman,

RE: Board Member Term Expiration

Your term as a Commission Appointed Regular Member of the Civil Service Appeals Board has expired. If you would like to be re-appointed to the Board, please respond by March 6, 2019.

Enclosed is an "Application of Re-Appointment" that ***needs to be filled out and returned with your response.*** You may email it to bmoore@city-ftpierce.com or mail it by using the stamped, self-addressed envelope that is enclosed for your convenience.

Thank you for your past and continued support of the Civil Service Appeals Board. If you have any questions, please feel free to contact me.

Sincerely,

KEB for Barbara Moore
Barbara G. Moore

Assist. Secretary to the Civil Service Appeals Board

Enclosure

✓ I elect ***to serve*** another term -------- I elect ***not to serve*** another term

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: Civil Service Appeal Board

Name: Jovona Parker	Phone: 772-999-1453
Home Address: 5130 E Portofino Landings #205 City/Zip Code: Fort Pierce, FL 34947	How long at this address? 3 yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation:	
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): I have a juris doctorate	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: 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: JovonaParker1aw@Gmail.com
Date: 5/10/19	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

JOVONA I. PARKER, ESQ.

5130 E. Portofino Landings Blvd. #205, Fort Pierce, FL 34947 • 772-999-1453 • jovonaparkerlaw@gmail.com

Dedicated and results-driven legal professional with proficiency for critical thinking, and an ability to analyze complex legal issues. Effective and efficient problem solver with exceptional legal research and writing skills.

EXPERTISE

- Client Advocacy & Trial Preparation/Practice
- Legal Research & Writing
- Analytical & Logical Reasoning
- Case Management
- Effective Oral & Written Communication
- Public & Private Housing Litigation
- Knowledge of Substantive Law & Legal Procedure
- Civil Litigation
- Family Law
- Guardianship/Guardian Advocacy
- Consumer Law

PROFESSIONAL EXPERIENCE

FLORIDA RURAL LEGAL SERVICES, INC. – FORT PIERCE, FL

Supervising Associate, 2016 – Present

Provide legal advocacy to diverse client caseload through participation in all aspects of civil litigation and unified family court cases including, but not limited to client interviews, factual investigations, comprehensive legal research, discovery, preparation of pleadings, negotiations, mediation, trial advocacy, and legal counsel. Effective and efficient case management, and active participation in impact litigation in the areas of private and public housing, family law, consumer defense, and individual rights. Other specific duties include but are not limited to:

- Providing legal advice to individual clients
- Handling a variety of civil legal proceedings
- Active participation in impact litigation
- Community outreach and education initiatives
- Extensive written & oral advocacy
- Supervision of Individual Rights Sealing/Expungement Clinic

COMPREHENSIVE OFFENDER REHABILITATION EDUCATION PROGRAM – FORT PIERCE, FL

Probation Officer, 2014 – 2016

Provide offender case management, referrals, recommendations, and assessments. Conduct offender screenings for further evaluation, facilitate the completion of court ordered sanctions for conditional release and comprehensive assessments. Confer with court personnel and program advocates during and after the criminal court proceedings. Attend specialty court hearings providing status updates for

mental health court, drug court, and family court diversion programs. Successfully provided monthly supervision and case management for over 200 offenders through efficient time management, and organization. Specific duties included but were not limited to:

- Perform on-going interviews regarding progression on conditional release
- Prepare and submit quality summary reports outlining defendant conditions and progression
- Continuously review and provide status updates on sentenced incarcerated defendants for immediate reporting upon release
- Prepare affidavits/petition for Violation of Probation for any violation of conditional release
- Monitor changes in local, state, federal laws and regulations regarding sentencing guidelines

WAY OF LIFE, TCM. – ORLANDO, FL

Director of Compliance & Community Affairs 2012 – 2014

Facilitate and maintain compliance with Agency for Healthcare Administration regulation through the development of strategies for accountability, including communication and enforcement of federal guidelines, policies and procedures for targeted case management. As well as the implementation of training, orientation and coaching programs. Other duties included but were not limited to:

- Monitoring, appraising and reviewing case manager client files
- Development of trainings, employee manuals and agency policy based on regulations
- Compile data and quality assurance reports
- Develop and review service plans and treatment plans
- Coordinate referrals for healthcare agencies, mental health providers and client supports
- Manage complex cases
- Review changes in local, state, and federal regulations

EDUCATION

Florida Agricultural & Mechanical University College of Law
Orlando, Florida
2010 – 2014 Evening Program
Juris Doctor, August 2014

- **President**, Marshall-Bell Law Society

Indian River State College
Fort Pierce, Florida
2005 - 2009
Bachelor of Science – Business Administration, June 2009

Indian River State College
Fort Pierce, FL
2003 – 2005
Associate of Arts – Social Science/Economics

BAR ASSOCIATIONS

The Florida Bar
September 2016

United States District Court, Southern District of Florida
November 2016

Saint Lucie County Bar Association
2016 to Present

Port Saint Lucie Bar Association
2018 to Present

Gwen S. Cherry Black Women Lawyers Association
2016-2018

ORGANIZATIONAL MEMBERSHIPS

Nineteenth Judicial Circuit Pro Bono Committee, Member	11/2017 – Present
Lincoln Park Advisory Committee, St. Lucie County Roundtable, Member	2/2017 – Present
Bridges to Prosperity, Member at Large	2016 -Present
Villages Coalition of Youth Activities, Member	2016 – Present
We Leap – Teen Domestic Violence Prevention, Member at Large	2017-2018
Human Trafficking Coalition of the Treasure Coast, Member at Large	2018 – Present
Lincoln Park Main Street Committee, Board Member	2019 – Present
City of Fort Pierce, Planning Board, Member	2018 – Present

COMMUNITY OUTREACH & EDUCATION

CITY OF FORT PIERCE ANNUAL JOB AND RESOURCE FAIR
WE LEAP TEEN DATING VIOLENCE AWARENESS SYMPOSIUM
STEP BOOTCAMP
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA –
PANEL DISCUSSION ON VOTING RIGHTS
COMMON GOOD INITIATIVE BUS TOUR THROUGH OBSTACLES
RESTORING THE VILLAGE YOUTH SYMPOSIUM
EPIC – COMMUNITY EVENT
UNITY IN OUR COMMUNITY RESOURCE FAIR
HOPE, HEAL, HELP COMMUNITY SUMMIT

LINCOLN PARK MAINSTREET – FREE HOUSING SEMINAR
DEPARTMENT OF JUVENILE JUSTICE BACK TO SCHOOL RESOURCE FAIR
BOYS TO MEN EMPOWERMENT SUMMIT
REENTRY SUMMIT
IRSC PANEL DISCUSSION ON COMMUNITY POLICING, RACE AND THE LAW
4TH ANNUAL DOMESTIC VIOLENCE AWARNESS
EPIC IMPACT COMMUNITY AWARDS

REFERENCES

VALENCIA Y. STUBBS, ESQ. - MANAGING ATTORNEY
FLORIDA RURAL LEGAL SERVICES, INC.
121 N. 2ND STREET, 4TH FLOOR
FORT PIERCE, FL 34950
561-352-0872

ANGELA THOMPSON, ESQ.– SUPERVISING ADVOCATE
FLORIDA RURAL LEGAL SERVICES
121 N. 2ND STREET, 4TH FLOOR
FORT PIERCE, FL 34950
561-985-2199

REGINALD B. SESSIONS, ESQ – CITY COMMISSIONER
100 NORTH U.S. 1
FORT PIERCE, FL 34950
772-467-3065
RSESSIONS@CITY-FTPIERCE.COM

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
MAY 16 2019
HUMAN RESOURCES
CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: Ralph A. Penick	Phone: 772-812-3825
Home Address: 579 SE Brookside Ter. City/Zip Code: Port St. Lucie FL 34983	How long at this address? 21 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired FPUA 12/31/13	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): See attached	
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: dad@penickgator.com
Date: 5/16/19	Applicant's Signature Ralph A. Penick

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

RALPH A. PENICK
579 SE Brookside Terrace
Port St. Lucie, FL 34983
(772) 812-3825

EDUCATION

Harrisburg Electronics Institute, Harrisburg, PA - Associates Degree – February 1967

Cumberland Valley High School, Mechanicsburg, PA – Class of 1965

EXPERIENCE

Fort Pierce Utilities Authority – February 1989 to December 2013, Retired

Gas Meter Technician. Technically-oriented work relating to the electrical and mechanical operation and maintenance of regulator and meter stations, the SCADA system and responsibility for the measurement function for large volume customers. Installed and maintained gas measurement instruments and equipment as well as read several large volume meters. Maintained accurate records of all gas meters. Tested and calibrated all industrial meters and instruments. Maintained records of all testing and calibration of electronic instruments used in the department. Performed repairs and maintenance of the telemetering equipment and other instruments used to monitor the status of the gate stations and the large volume meter stations. Performed inspections of regulator stations and relief valves at gate stations and large volume users. Oversight of CNG operations at the Energy Services Center, which included installation and maintenance of the two compressor units, the time fill and fast fill operations and most of the maintenance of the vehicles. Maintained customer billing records.

Instrument Service, Inc., Bridgeville, PA – June 1987 to February 1989

Project Manager. Reviewed project specifications, managed purchasing and oversight of calibration of materials. Secured work area electric and communications services, personnel and their living arrangements as needed. Managed payroll and other office work, and customer communications. Installed the fiber optic communication system for the gate stations and a key customer in Fort Pierce, Florida.

Instrument Repair Technician. Removed, refurbished, calibrated and reinstalled customer-owned equipment. Successfully prepared bids for several projects.

Fischer and Porter, Pittsburgh, PA – July 1985 to October 1986

Area Service Supervisor. Supervised multiple personnel, controlled expenses, oversight of collection over overdue billings, performed emergency service work, quoted prices for service work, installation, startup and maintenance of company products, and all the paperwork associated with these responsibilities. Entered an estimated $10 million of inventoried items into the computer system, with the assistance of four subordinate employees.

Mecklenburg County Schools, Boydton, VA – April to June 1985

Teacher. Taught Electronics I, II and III to students in 10th, 11th and 12th grades at Bluestone High School.

American Sign and Indicator Corporation, Spokane, WA – May 1971 to June 1984

Regional Service Manager. Responsible for 1700 accounts and 25 field employees. The 1983 region's budget was just over $2 million. Other positions included Service Manager, Senior Field Technician and Field Engineer.

Philco-Ford Corporation, Newport News, VA – June 1969 to April 1971

Instrumentation Technician. Worked in the high temperature structure tunnels at NASA, installing pressure and strain gauges on modules for tunnel test chambers.

Westinghouse, Inc., Fort Meade, MD – February 1967 to May 1969

Product Reliability Technician. Worked in the Testing and Troubleshooting Department with solid state systems. Assisted the Engineering Department in the design of these systems before production, and then tested these products in the field for durability and performance.

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

RECEIVED
JAN 17 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeal Board

Name: Sharon Rivera	Phone: 772 332-3132
Home Address: 1154 S.E Sandia Drive City/Zip Code: Port Saint Lucie 34983	How long at this address? 5yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Nurse	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☒ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Commissioner Alexander	Applicant Email Address: Sharonrivera@gmail.com
Date: 1/17/19	Applicant's Signature: Sharon Rivera

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
MAR 23 2019
HUMAN RESOURCES
CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CSAB

Name: Bertha L. Sullivan	Phone (772) 464-8351
Home Address: 1750 Timberlake Dr. Fort Pierce, City/Zip Code: FL 34947	How long at this address? 30+ years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired Educator	
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):	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Civil Service Appeals 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: sullivan1337@bellsouth.net
Date: 3-20-19	Applicant's Signature: Bertha L Sullivan

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

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

February 22, 2019

Mrs. Bertha Sullivan
1750 Timberlake Drive
Fort Pierce, FL 34950

Dear Mrs. Sullivan,

RE: Board Member Term Expiration

Your term as a member of the Civil Service Appeals Board has expired. If you would like to be re-appointed to the Board, please respond by March 6, 2019.

Enclosed is an "Application of Re-Appointment" that ***needs to be filled out and returned with your response.*** You may email it to bmoore@city-ftpierce.com or mail it by using the stamped, self-addressed envelope that is enclosed for your convenience.

Thank you for your past and continued support of the Civil Service Appeals Board. If you have any questions, please feel free to contact me.

Sincerely,

KEB for Barbara Moore
Barbara G. Moore

Assist. Secretary to the Civil Service Appeals Board

Enclosure

--X-- I elect ***to serve*** another term -------- I elect ***not to serve*** another term

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
JUN 14 2019
HUMAN RESOURCES
CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: CHRISTINE J. TAYLOR	Phone: 772 905-7521 (c)
Home Address: 1650 Timberlake Dr. City/Zip Code:	How long at this address? 21 yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired Educator	

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):

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: christaylor01@bellsouth.net
Date: 6/14/2019	Applicant's Signature Christine J. Taylor

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: Civil Service Appeals

Name: Wesley J Taylor	Phone: 772-519-1297
Home Address: 491 Tarpey Rd City/Zip Code: St Lucie Village FL 34946	How long at this address? 1 Year
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired - Police officer City of Ft Pierce FL	
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):	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Sunrise Theatre St Lucie County Code Enforcement 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: wesk449@comcast.net
Date: 2-27-19	Applicant's Signature Wesley Taylor

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
HUMAN RESOURCES
MAY 09 2019
RECEIVED

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: Civil Service Appeals Board.

Name: Jerome E Todd SR.	Phone: 772-318-8079
Home Address: 690 N.W. Kingston Street City/Zip Code: Ft St Lucie, 34983	How long at this address? 12 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Semi 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): Please see Resume	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: JeromeTodd2@Gmail.com
Date: 5/9/19	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Jerome E Todd Sr
690 NW KINGSTON ST
PORT SAINT LUCIE, FL 34983
Phone: (772) 336-1705
Email: jerometodd@gmail.com

Profile

Looking for a career with a fast paced company with many chances to advance. I would like to utilize my experience and leadership in mentoring, providing trainings, encouragement and motivation.

Professional Skills

- Non-Violent Crisis Intervention
- Certified Red Cross Trainer
- Train The Trainer
- Primary Leader
- 20 Years of supervising staff
- Oversee the Daily operations of youth programs
- Veteran of US Army 82nd Airborne Division

Experience

Patient Services/Security Manager

09/2015 - 04/2018 Dynamic Life Recovery Ctr Fort Pierce, FL

- Supervised 14 Behavioral Health Technician
- Responsible for shift scheduling all staff trainings
- Internal investigation dealing with staff and patients concerns
- Provided a detail report for supervisor
- Scheduled transportation for patients to any appointments off campus
- Supervised the maintence department and housekeeping
- Responsible for the upkeep of the facility's ordering supplies to meet the need of staff and patients.

Life Coach

11/2013 - 06/2015 Eckerd Youth Alternatives Port Saint Lucie, FL

- Actively engage with youth (ex-gang members, gang affiliated, youth with backgrounds and social/family issues) in the center and community in preparation for life and educational experiences by encouraging theme to explore learning opportunities a while persevering to challenging tasks.
- Interview, review records, and confer with other counselors to evaluate individuals' mental and physical condition and to determine their suitability for participation in a specific programs.
- Complete and maintain accurate records or reports regarding histories and progress, services provided, or other required information.
- Confer with youth to discuss options, develop short and long tem goals with a plan to reach them while accessing needed services.
- Provide crisis intervention individually or in group sessions in overcoming background situations, adjusting to life or making changes
- Complete at least 10 hours of professional development each year.

Unit Director

06/2005 - 05/2013 Boys and Girls Club of St Lucie County Fort Pierce, FL

- Managed the training and supervision of up to 7 staff and volunteer workers in enforcing rules and regulations of recreational facilities while maintaining discipline and the assurance of safe and fun activities.

- Greet new arrivals to activities, introducing them to other participants, explaining facility rules while encouraging participation.
- Organized, led, and promoted interests in recreational activities, such as arts, crafts, sports, games, camping, and hobbies.
- Encouraged educational opportunities by scheduling events with military branches, vocational schools, service industry professionals and local colleges.

Assistant Director

06/1997 - 06/2005 S.T.O.P. Camp Hobe Sound, FL

- Assisted the Program Director in the daily operations of the camp.
- Conducted the interviewing, hiring and training of new personnel.
- Prepared staff work schedules and assigned specific duties.
- Directed and supervised staff in the planning, scheduling and coordination of all activities.

Education

Issuing Institution	Location		Course of Study
Brookline College	FL	Bachelor's Degree	Management
Currently working on a Bachelor's Degree in Management			
Red Cross	Vero Beach, FL	Vocational School Certificate	CPR Trainer
Valencia College	Orlando, FL	Vocational School Certificate	Train the Trainer
This course taught different techniques on how to train employees.			
Bocas	Amityville, NY	1 Year of College or a Technical or Vocational School	Electronic Tech and Computer Repair

Certifications

Certification Title	Issuing Organization	Completion Date	Expiration Date
Restorative Justice And Victim Impact	DJJ West Central Region	03/2003	
Instructor Techniques Workshop	Criminal Justice Institute	10/2004	
Non-Violent Crisis Intervention	Children Services Council Of Palm Beach County	01/2005	
Instructors Red Cross Traning	Red Cross	02/2009	02/2017

Achievements

- Volunteer Speaker at locale High Schools
- Volunteer Wrestling Coach- Ft Pierce Central High School
- Army Achievement Award
- Good Conduct Award
- Army Service Ribbon
- Parachute's Badge
- NCO Professional Development Medal
- Teaching Basic computer skills to senior citizen
- Electronic Technician

City Commission Regular Meeting **15.a.**

Meeting Date: 07/01/2019

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Attachments

City Manager's Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2019 04:54 PM
City Manager	Linda Cox	06/26/2019 05:07 PM

Form Started By: Jennifer Robinson Started On: 06/19/2019 04:54 PM

Final Approval Date: 06/26/2019

JULY 2019

FORT INSIDER





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16 INDIAN HILLS GOLF COURSE

17 FORT PIERCE CITY MARINA

18 SUNRISE THEATRE

20 CITY CLERK | NEW BUSINESSES

21 UPCOMING EVENTS




FORT PIERCE POLICE DEPARTMENT
3rd Annual
unity
in our
community
empowering our neighborhoods
SAVE the DATE
July 11, 2019
OFFICER
POLICE
FORT PIERCE
FLORIDA



BY JOE SWEAT, MARKETING SPECIALIST

The sun was shining and the weather was sweet, as Bob Marley says in a song. It was a perfect day. The water was flat, crystal clear - a cool 78 degrees and the sun was definitely shining. We loaded up on our friend's boat about 9:00am and headed out to sea. The Voici Bernadette was set to sink between 11am and 12pm and we wanted to capture this historical moment.

The Bernadette crew was already ahead of us. The monster vessel of 180 ft took some hauling before reaching the drop site. Two tugs and a few head boats guided the old gal out to sea earlier that morning. She had seen her days and now was set to help inhabit marina life below. Once was a trafficking drug vessel, now sent to enjoy one last ride upon the water before the boat will breath life back into our waters and that's all thanks to James Oppenborn of the St. Lucie Coastal Resource Manager and his crew, Mr. Mark Music, Mrs. Kathy Green, Mrs. Katrina Collins, and Mrs. Christa Stone.

This team worked effortlessly to see this vessel become the next artifical reef here in Fort Pierce. "St. Lucie County is extremely proactive in their efforts to sustain clean water and education is key. The Fort Pierce inlet is home to the Oculina Vericosa that begins only here in Fort Pierce and ends in Daytona. There is no other place that can grow the Oculina Corals. I am happy to report that due to SLC



Photo by: Damian Spotts

Artificial Reefs they have scientific data that shows the Oculina Corals are spawning faster than predicted."
-C.Stone

Avid anglers, divers, spearfishmen and the like know all too well what this means in the near future. Even snorkeling enthusiast will have a chance to see the future reef system as the wheel house will be visible from about 50 ft of water. As an avid, saltwater loving guy myself, I don't doubt you will. Sitting there on the boat as the tugs positioned the Bernadette, you could look straight down into the thick glass of bluewater as it stared back at you. As we approached the vessel, the ocean looked like the parking lot at ChicFilA. There was a multitude of boats encompassing the rusty ship.

The sheriff and United States Coast Guard trailed around ensuring a safe distance was kept. Everyone around had their recording devices out waiting to capture that special moment. A few drones were high in the sky and a plane was in passing just moments before the ship sunk.

A hatch blew open from the port side as people walked about the hull collecting banners of the companies who sponsered the event. It didn't seem like too much longer and the ship was going to be ready. VHF was turned up and almost every boat was silent, listening in. Normally, boats sitting near each other by the hundreds would be thumping some kind of music - yes, I'm speaking of the Cove, but this was different.



Photo by: Damian Spotts

Everyone was so in tune with every movement. From the tug boats navigating to the dive boat circling.

There was no count down. The only sound you began to hear came from the Bernadette. The tug boats unstrapped their cables, the dive boat moved further away, and everyone gave here space. Rushing water started pouring in. Water breached the hull from the port side; it sounded like a large waterfall nearby. Gradually, she began to tip. As soon as the wheel house was half way under, that was it. The boat sank fast. There was no boom, no explosion, just the sizzling of the sea hissing back as she took on more water.

Everyone was cheering it on was so excited knowing this was making history in the Fort. We had something to look forward too; something to add to our list, if you will.

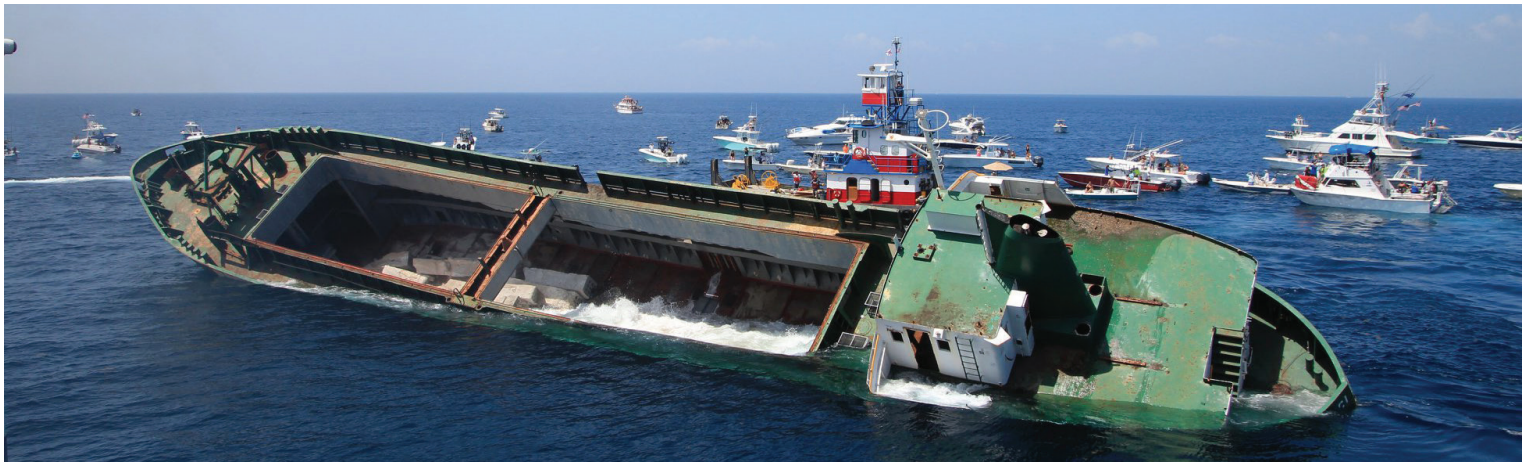
To know this event reached national news is more than impressive and great for our little town. We have so much going on in the Fort right now; this just added to the excitement, especially for us fishermen and divers. I think more and more people are realizing just how special this town is. Some would say "I don't know what it is about that lil' town, but it sure is special." Yeah, I agree with that statement. Well, if you are out crusing in your boat one day and want to check out Bernadette's new location, the latest coorindates below:

•Wheelhouse coordinates - 80*02.985' 27*23.870', z=62' at crow's nest

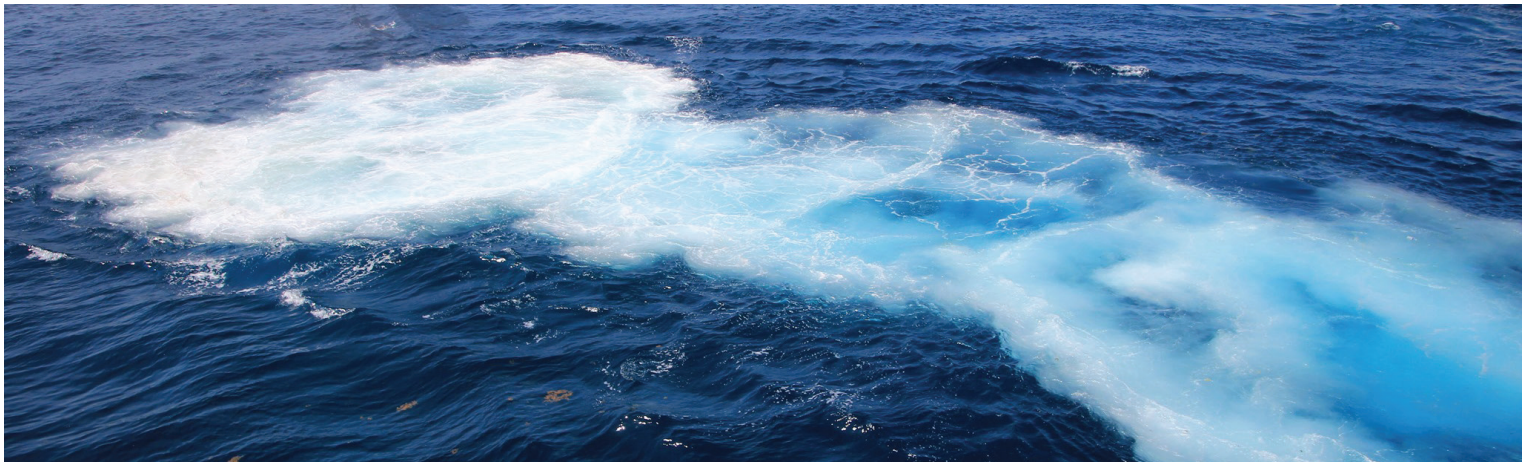
•Bow coordinates - 80*02.970', 27*23.865', z=78' at bow railing

•z=102' at bottom











CRIME PREVENTION

BY AUDRIA WELLS, PUBLIC AFFAIRS MANAGER

A group of local teenagers and their chaperones, who attended the Florida Attorney General's National Conference on Preventing Crime held received a special treat.

Former Tampa Bay Buccaneers linebacker and NFL Hall A Famer Derrick Brooks was gracious enough to take photos with participants of the conference recently held in Tampa, May 29-31, 2019. In the photograph, Brooks, who is wearing his Hall of Fame gold jacket, and is surrounded by a group of local teenagers and chaperones, who represented the City of Fort at the conference. Through a collaborationbetween the City of Fort Pierce, Allegany Franciscan Ministries, Children's Services Council of St. Lucie County and an anonymous donor, 21 local youth attended the conference.

During the two days of workshops led by law enforcement officials, adults and teens engaged in sessions covering trends, empowerment strategies and decision-making.

As the opening speaker of this year's conference, Brooks has kept a promise he made seven years ago to do what he can to help find a solution to crime in our neighborhoods. Derrick Brooks Charities is oneof the major sponsors of this annual event and along with the Florida Consortium of Urban League Affiliates manages the state's Black-on-Black and Youth Crime Prevention and Intervention grant programs.



Teach them in the way...

The Fort Pierce Police Department kicked off the 2019 Summer Camp Tour with a visit to Open Arms of Fort Pierce to discuss bullying with campers.

Officer John Fasanello and Officer Nicholas McWilliams led the students, between the ages of 5 and 11 in a lively, interactive discussion about what do if the child feels like they are being bullied. The Officers met with 60 children and encouraged the students to find an adult and them tell about the situation so the adult can determine how best to succeed.

This is the second year Open Arms has requested the visit and the officers and children look forward to it. The goal to educate the children about how to recognize and prevent bullying, said Officer McWilliams.



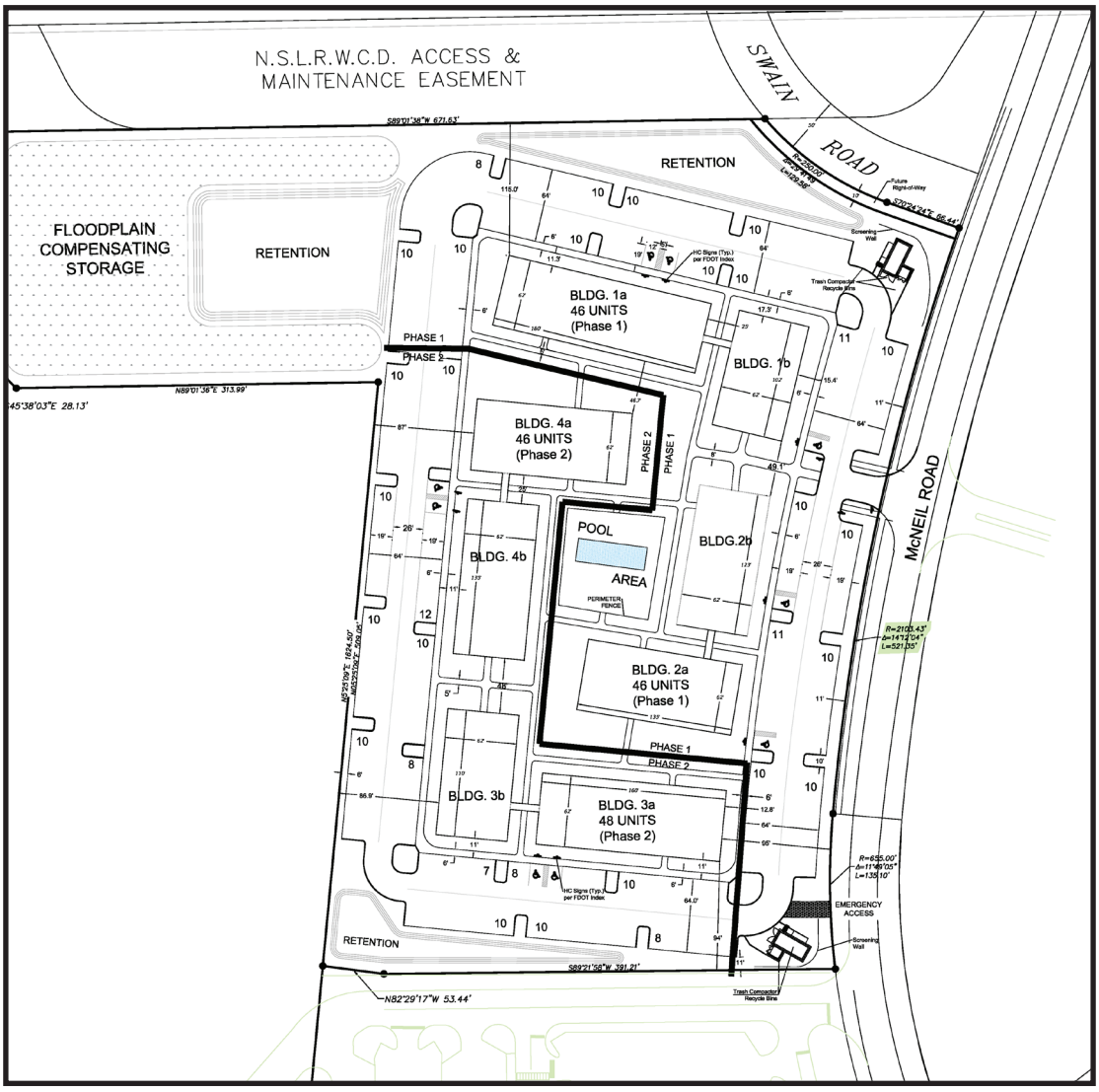
ROLL CALL

Fort Pierce Police Department Officers held a Front Porch Roll Call during Restoring the Village Beautification Day before heading out to patrol their zones. Each officer took time out to assist with the cleaning and of course, make time for the kids! Volunteers worked all day until they were done cleaning up along Moore's Creek and 35th Street.

Double Dribble.

Fort Pierce Police Department (FPPD) officers and staff engaged in a fun game of basketball with members of the Boys & Girls Club of St. Lucie County during the Lincoln Park Career Pathways Health & Job Fair 2019. The teams played the best out of 3, 5-minute games. During the second and last games, the teams were blended with officers and club members playing on teams together. The activities were a collaboration between Indian River State College, Boys and Girls Clubs of St. Lucie County and Police Department. FPPD Officers had a blast!

Site Development Updates



BLUE SKY COMMUNITY

The applicant, Blue Sky Communities along with the property owner, St. Lucie County have preliminarily proposed a 184 multi-family unit development on a vacant parcel to the north of Walmart. This project is also coupled with a request for Rezoning and Future Land Use change that would see the parcel changed from C-3, General Commercial Zoning and GC, General Commercial Future Land Use to R-5, High Density Residential Zoning and RH, High Density Residential Future Land Use. The preliminary start date of the project is anticipated to be Spring 2020 with a completion date sometime during the winter of 2021. This project is only at the Conceptual Development Plan stage and would still need to go through full Site Plan review. The Conceptual Development plan will move next to the Planning Board on July 9, 2019.



DAIRY QUEEN

The exterior façade is almost complete, and the interior build-out has begun. During this inspection, workers were on site installing the plumbing, electrical and mechanical systems that will be concealed above the ceiling. The next scheduled inspection is the "above ceiling inspection" for the plumbing, electrical and mechanical trades.



STARBUCKS

The 2200 Square Foot "shell building" is well underway. A shell building is a structure with an empty interior space that will be permitted and finished as an interior build-out, also known as a tenant build-out, following the completion of the shell building. The interior build-out permit has already undergone review and is ready for issuance.

CAMPING WORLD & GANDER OUTDOORS



LOOKING WEST

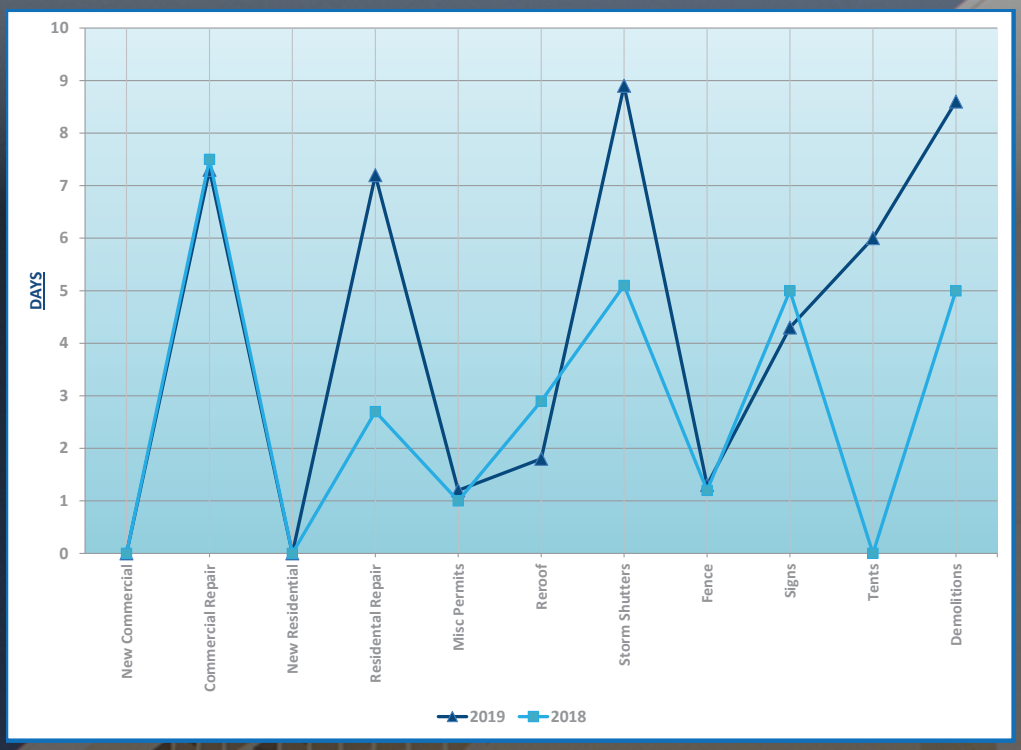
2121 and 2123 S Jenkins Rd, Camping World & Gander Outdoors- The "sitework" for Camping World, the part of construction that is not part of the structure including grading, stormwater drainage, paving and lighting is progressing quickly. A large section of the site, where the sitework is taking place, will be utilized as recreational vehicle (RV) parking for Camping World's inventory.

Gander Outdoors has recently poured a slab and is in the process of preparing the site for the delivery and installation of pre-formed concrete walls. This type of construction is often referred to as tilt-up construction and is often completed quicker than traditional wood frame or concrete block construction.

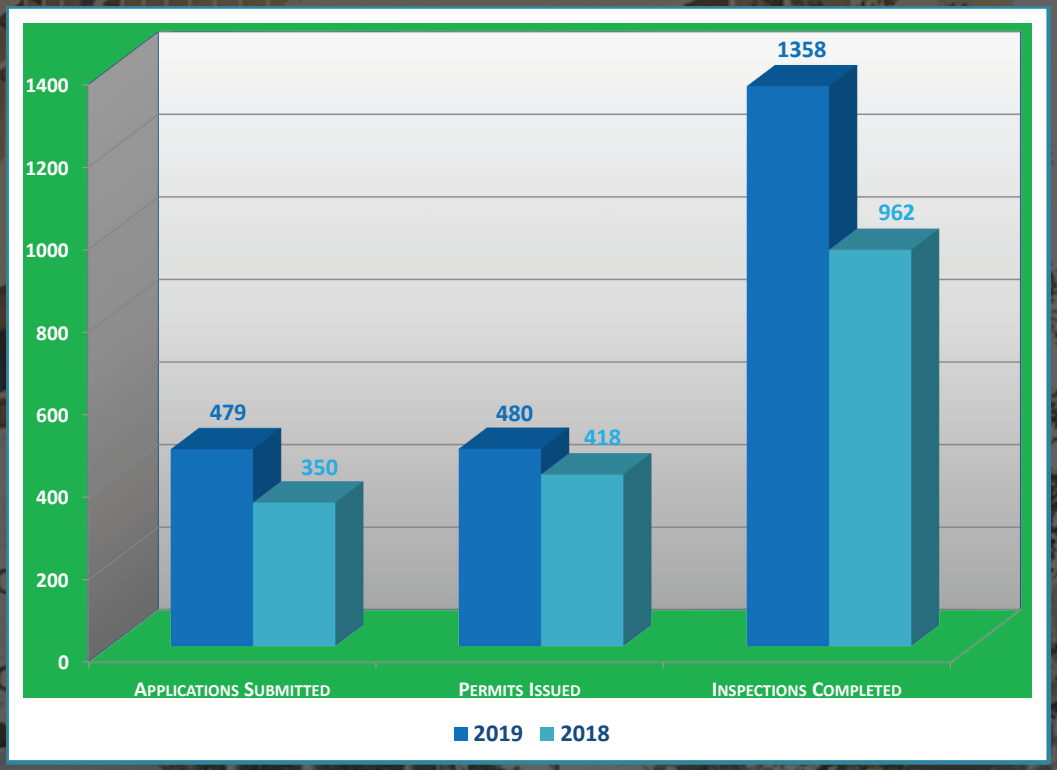
BUILDING CHARTS FOR MAY 2019

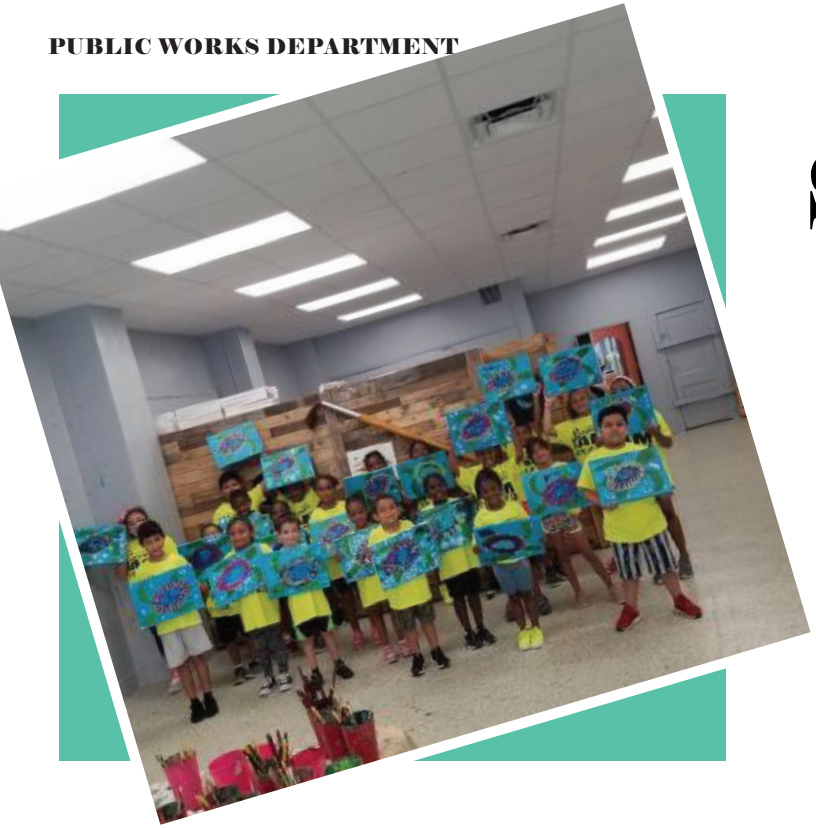
PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



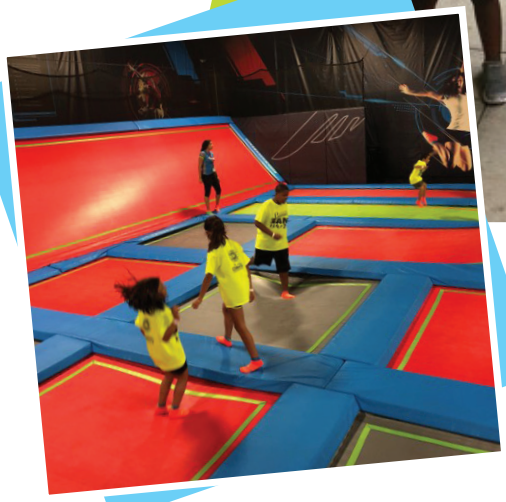
BUILDING PERMIT ACTIVITY REPORT





SUMMER JAM 2019!





MIKE REALS, DIRECTOR OF PUBLIC WORKS

The City of Fort Pierce Summer Jam Camp started on June 10, 2019. The program currently has 68 children registered, campers ages range from five to twelve, junior counselors ages 13 to 15 years old. The Summer Jam camp will be 8 weeks during the summer break and offers a wide variety of activities, educational instruction and field trips.

During week 1 campers experienced making memories and new friends, they also will participate in the Summer Passport program sponsored by the Children's Service Council of St. Lucie County and the Saint Lucie County Chambers of Commerce and each of the programs that are for the 2019 Summer Learning program will be eligible to attend local field trips within the community. The Summer Jam Camp attended their first field trip to Swig of Color in Fort Pierce and next month they will adventure out on the River Lily Wildlife and Eco Tour Cruise in Port Saint Lucie.

In addition, every camper will benefit from the "free" STEM services offered by SoRe Labs Inc. and sponsored by Children Service Council of St. Lucie County. Lit STE2M Labs and STEM Labs are programs designed to mitigate summer learning loss by improving grade level performance of students in their Math and Science courses using research-based strategies and inquiry-based STEM activities. These services will engage young minds in projects and experiments that meet Florida State Educational standards; exposing young eyes to minority pioneers in STEM related careers, and challenging students to socially responsible habits and mindsets.

On week 2, the Summer Jam Camp attended the World's Largest Swim Lesson at the Lincoln Park pool; the kick-off to the first day of summer, campers learned the fundamentals of water safety and swimming. They also, square off with each other at Saint Lucie Lanes for two hours of bowling. The week finished off with a trip to RUSH Jensen Beach for a little bit of jumping around, to release some energy.



RIVER WALK CENTER
SALES REPORT MAY 2019

CLASSES	$ 1,880.31
PARK PERMITS	$ 2,149.99
SPECIAL EVENTS	$ 500.00
FACILITY	$ 7,547.26
TOTAL	**$ 9,949.06**



DANIEL VISCONTI, IHGC MANAGER

It's already been a very productive few months of summer! We just conducted our first Junior Golf Camp June 10-13. Our second camp will be held July 15-18 which is a Monday through Thursday. The camp runs from 9-noon of instruction with lunch each day to follow. At a cost of $80 per child, each participant will receive a tee gift, lunch each day, and drinks snacks throughout the day. If a child doesn't have their own clubs, we will have clubs for them to use during the week.

From a maintenance standpoint, we have already aerated our fairways TWICE and our greens ONCE. Our greens were completed on June 4th and have recovered beautifully in two weeks. The greens will be done again in early August for the second and final time of the summer. We will continue to work on fairways and bunkers throughout the summer to improve turf conditions and coverage as well as the consistency of our bunkers.

Many smaller projects either have been completed or will be completed in the next few months as well. We have repainted the deck around the Lunch Box with a dark brown stain inclusive of a non-slip grit for safety. The structures near the range will be pressure washed and repainted including the picnic tables, awnings, bathroom, and range ball shed to provide a cleaner and fresher look.

We Thank You all for your support!! We will welcome any suggestions you may offer in an attempt to improve our operation. We ask your cooperation in spreading the word within the community through both social media and word of mouth, our greatest form of advertising.

Please check us out on Facebook for almost daily updates on the facility including Demo Days, Merchandise and Tournaments.

INDIAN HILLS SALES REPORT

	4/2019	5/2019
GOLF ROUNDS	2121	2068
GOLF FEES	$36,060.70	$25,937.70
RANGE TOKENS	$1,381.34	$1,728.91
MEMBERSHIP PASS	$1,005.00	$676.07
FOOD & BEVERAGES	$5,048.73	$4,949.85
MERCHANDISE	$4,223.09	$3,804.67
TOTAL	$47,718.86	$37,097.20



CITY MARINA FINANCIAL REPORT

	MARCH	APRIL	MAY
Dockage Reservations	202	160	205
Monthly Dockage	$137,579.39	$150,855.55	$122,723.47
Transient Dockage	$73,039.27	$61,036.60	$49,882.89
Electricity	$6,287.02	$5,508.27	$5,095.69
Retail	$32,112.35	$21,804.87	$12,158.20
Gas Sales	$37,800.53	$48,625.72	$59,091.39
Diesel Sales	$104,562.84	$114,701.25	$123,359.56
TOTALS	$391,381.40	$402,532.26	$ 372,311.20

SHARON ENGLE, Interim Executive Director

SUMMER MOVIES AT THE SUNRISE

Remember when movies were classics, and the Sunrise Theatre was the place to be? Well, this summer they are back on the Big Screen and FREE! On Sundays: July 14, 21 and August 4,11,18 and 25 at 3:00 pm. Bring a friend, escape the summer heat, treat yourself to some goodies at our full concession stand and have a great time at The Sunrise Theatre, enjoying the FREE Summer Time Movies!

Sponsored by Humana, the Summer Time Movie Series includes, six (6) FREE movies:

A Star Is Born,
Sunday, July 14 starring Lady Gaga, Bradley Cooper,
Dave Chappelle, Andrew Dice Clay;

Black Panther,
Sunday, July 21, starring
Chadwick Boseman, Michael B. Jordan;

Mamma Mia! Here We Go Again,
Sunday, August 4, starring Dominic Cooper, Amanda Seyfried, Pierce Brosnan;

Bohemian Rhapsody,
Sunday, August 11, Rami Malek, Lucy Boynton, Gwilym Lee;

First Man,
Sunday, August 18; starring Ryan Gosling, Claire Foy;

The Big Lebowski,
Sunday, August 25, starring Jeff Bridges, John Goodman, Julianne Moore.

Tickets are available in person only at the theatre's box office located at 117 South Second Street, Ft. Pierce, 10:00 a.m. to 2:00 p.m., Monday - Friday and two hours prior to each movie. Limit 4 tickets per person. Tickets are subject to availability. For more information call 772-461-4775.





SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Ticket Sales	Concessions	Other	Total Revenue
5/3 - 5/19	Beauty & the Beast	38,700.00	4,761.00	4,761.00	43,461.00
5/10/2019	St. Andrew's Spring Program	5,730.00	0.00	0.00	7,797.50
5/13/2019	Treasure Coast Sports Awards	225.00	94.00	94.00	4,432.13
5/17/2019	John Carroll High School Graduation	N/A	0.00	0.00	3,692.50
5/1 ~31/19	Jazz Jam - BB	910.00	395.00	395.00	1,305.00
5/1 ~31/19	Comedy Corner - BB	3,305.00	1,286.00	1,286.00	4,591.00
		48,870.00	6,536.00	6,536.00	$65,279.13



#FortMade - DIVE ODYSSEA

Follow us on Social Media as we continue to share #FortMade stories about the unique and creative people living the Fort Pierce dream. This city wouldn't be the same without the wonderful people in our community.

WELCOMING NEW BUSINESSES!

AFFORDABLE SWARAYZ
ANGEL HOUSE OF COMFORT
AUGI'S CONCRETE INC
B&K TRAFFIC SCHOOL MULTI SERVICE
BURGESS, CHRISTOPHER
C & C TIRES AND MORE, LLC
C & H TREASURE BOX
CERTIFIED POOL AND SPA CLEANING
DAYS INN & SUITES
DESIGN KITCHENS
DW RESIDENTIAL LLC
FORT PIERCE TRAINING CENTER LLC
FOTEK, PAWEL
ICONIC AUTOMOTIVE SERVICE
JACQUES COSMETICS
COLLECTION LLC
L&M MARINE SERVICES LLC
MAID TO KLEEN, LLC
MALIZIA, DAVID
MIKE DORMAN
CREATIVE PHOTOGRAPHY
MIRROR FINISHED DETAIL L.L.C.
QUICK STOP FOOD MART
SALTY'S WATERSPORTS LLC
SANCHEZ, JAIRO ANDRES
SHAPIRO FAMILY DENTISTRY
SHAPIRO, SETH
ST LUCIE EXPRESS CAR WASH LLC
SUPREME COMFORT CARE LLC
THE CARLTON CENTER LLC
TOWN STAR #480
WOOLEY, GEORGE
ZINDAGI BY THE SEA LLC



UPCOMING COMMUNITY EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	8:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
STARS OVER ST. LUCIE	7/4	6:00 PM - 9:30 PM	RIVER WALK CENTER
MISSOULA CHILDREN'S THEATRE CAMP	7/8	10:00 AM -2:00 PM	SUNRISE THEATRE
UNITY IN THE COMMUNITY	7/11	10:00 AM -2:00 PM	FORT PIERCE POLICE DEPARTMENT
THE PURE ZEPPELIN EXPERIENCE	7/20	7:30 PM	SUNRISE THEATRE



Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.

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