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

CITY COMMISSION AGENDA

Regular Meeting - Monday, November 18, 2019 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from November 04, 2019 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Letter from Robert Englmeier commending Ed Roseberry and Veronica Berrpnes of the Building Department for all of their assistance.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approve grant award for Marcus Kelly, owner of All Points Protective Services, in the amount of $9596.99, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

b. Approve grant award for Cynthia Ashley, owner of 1802 Avenue D, Fort Pierce, FL, in the amount of $5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Commerical Facade Grant.

c. Approve grant award for Cynthia Ashley, owner of Cynthia's Alterations & More, in the amount of $10,000, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

d. Approval of contract for FDOT lighting improvements located at the intersection of US1 (SR5) and Virginia Ave.

e. Approve waiver of fees in the amount of $1,969.89 associated with demolition lien against 1807 Orange Avenue, Ft. Pierce, FL - Parcel ID Number 2409-701-0021000-6 previously owned by CM Treasure Coast Property Inc., 729 S. Federal Highway, Suite 210, Stuart. FL 34994 and currently owned by JoHo Properties LLC c/o Hoyt C Murphy, 2400 S Ocean Drive #4200, Ft. Pierce, FL 34949, contingent upon payment of $1,531.67 payable in 30 days.

f. Approve waiver of fees in the amount of $430.25 associated with lot clearing lien against 1807 Orange Avenue, Ft. Pierce, FL - Parcel ID Number 2409-701-0021000-6 previously owned by Leo Cueto (TR), 3167 Bessey Creek Trail, Palm City, FL 34990 and currently owned by JoHo Properties LLC c/o Hoyt C Murphy, 2400 S Ocean Drive #4200, Ft. Pierce, FL 34949, contingent upon payment of $91.80 payable in 30 days.

g. Approval of contract between the City of Fort Pierce and the Teamsters Local Union Number 769, October 1, 2017 to September 30, 2020.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 19-045 extending the territorial limits of the City of Fort Pierce, Florida, to include 1810 Avenue Q in Fort Pierce, Florida. FIRST READING

b. Legislative Hearing - Ordinance 19-046 extending the territorial limits of the City of Fort Pierce, Florida, to include 1908 Avenue Q in Fort Pierce, Florida. FIRST READING

c. Legislative Hearing - Ordinance 19-047 extending the territorial limits of the City of Fort Pierce, Florida, to include 1910 Avenue Q in Fort Pierce, Florida. FIRST READING

d. Legislative Hearing - Ordinance 19-048 extending the territorial limits of the City of Fort Pierce, Florida, to include 1706 Juanita Avenue in Fort Pierce, Florida. FIRST READING

e. Legislative Hearing - Ordinance 19-049 extending the territorial limits of the City of Fort Pierce, Florida, to include 2000 North 19th Street in Fort Pierce, Florida. FIRST READING

f. Legislative Hearing - Ordinance 19-050 extending the territorial limits of the City of Fort Pierce, Florida, to include 2000 Rosarita Avenue in Fort Pierce, Florida. FIRST READING

g. Legislative Hearing - Ordinance 19-051 extending the territorial limits of the City of Fort Pierce, Florida, to include 2004 Avienda Avenue in Fort Pierce, Florida. FIRST READING

h. Legislative Hearing - Ordinance 19-052 extending the territorial limits of the City of Fort Pierce, Florida, to include 2005 Avienda Avenue in Fort Pierce, Florida. FIRST READING

i. Legislative Hearing - Ordinance 19-053 extending the territorial limits of the City of Fort Pierce, Florida, to include 2206 North 23rd Street in Fort Pierce, Florida. FIRST READING

j. Legislative Hearing - Ordinance 19-054 extending the territorial limits of the City of Fort Pierce, Florida, to include 2213 North 19th Street in Fort Pierce, Florida. FIRST READING

k. Legislative Hearing - Ordinance 19-055 extending the territorial limits of the City of Fort Pierce, Florida, to include 2305 North 19th Street in Fort Pierce, Florida. FIRST READING

l. Legislative Hearing - Ordinance 19-056 extending the territorial limits of the City of Fort Pierce, Florida, to include 2306 North 23rd Street in Fort Pierce, Florida. FIRST READING

m. Legislative Hearing - Ordinance 19-057 extending the territorial limits of the City of Fort Pierce, Florida, to include 3301 Avenue A. in Fort Pierce, Florida. FIRST READING

n. Legislative Hearing - Ordinance 19-058 extending the territorial limits of the City of Fort Pierce, Florida, to include 3240 South 25th Street in Fort Pierce, Florida. FIRST READING

o. Legislative Hearing - Ordinance 19-059 extending the territorial limits of the City of Fort Pierce, Florida, to include 2409 Elizabeth Avenue in Fort Pierce, Florida. FIRST READING

p. Legislative Hearing - Ordinance 19-060 extending the territorial limits of the City of Fort Pierce, Florida, to include 3306 South 25th Street in Fort Pierce, Florida. FIRST READING

q. Legislative Hearing - Ordinance 19-061 extending the territorial limits of the City of Fort Pierce, Florida, to include 3366 South 25th Street in Fort Pierce, Florida. FIRST READING

r. Legislative Hearing - Ordinance 19-062 extending the territorial limits of the City of Fort Pierce, Florida, to include 3540 South 25th Street in Fort Pierce, Florida. FIRST READING

s. Legislative Hearing - Ordinance 19-063 extending the territorial limits of the City of Fort Pierce, Florida, to include 3418 Sunrise Boulevard in Fort Pierce, Florida. FIRST READING

t. Legislative Hearing - Ordinance 19-064 extending the territorial limits of the City of Fort Pierce, Florida, to include 3335 Sunrise Boulevard in Fort Pierce, Florida. FIRST READING

u. Legislative Hearing - Ordinance 19-065 extending the territorial limits of the City of Fort Pierce, Florida, to include 3601 West Wilderness Drive in Fort Pierce, Florida. FIRST READING

v. Legislative Hearing - Ordinance 19-066 extending the territorial limits of the City of Fort Pierce, Florida, to include 1955 South Jenkins Road in Fort Pierce, Florida. FIRST READING

w. Legislative Hearing - Ordinance 19-067 extending the territorial limits of the City of Fort Pierce, Florida, to include 2250 South Jenkins Road in Fort Pierce, Florida. FIRST READING

x. Legislative Hearing - Ordinance 19-068 extending the territorial limits of the City of Fort Pierce, Florida, to include 2295 South Jenkins Road in Fort Pierce, Florida. FIRST READING

y. Legislative Hearing - Ordinance 19-069 extending the territorial limits of the City of Fort Pierce, Florida, to include 2675 McNeil Road in Fort Pierce, Florida. FIRST READING

z. Legislative Hearing - Ordinance 19-070 extending the territorial limits of the City of Fort Pierce, Florida, to include 4880 Edwards Road in Fort Pierce, Florida. FIRST READING

aa. Legislative Hearing - Ordinance 19-071 extending the territorial limits of the City of Fort Pierce, Florida, to include 2402 Valencia Avenue in Fort Pierce, Florida. FIRST READING

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

Meeting Date: 11/18/2019

Re:

SUBJECT:

Approval of Minutes from November 04, 2019 Regular Meeting.

Attachments

Minutes 11.04.2019

Form Review

Form Started By: Linda Cox Started On: 11/13/2019 12:11 PM

Final Approval Date: 11/13/2019

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, **NOVEMBER 04, 2019.**

1. CALL TO ORDER

Mayor Hudson called the November 04, 2019 meeting to order at 6:30 PM.

2. OPENING PRAYER - Fr. John Liebler, Rector, St. Simon the Cyrenian

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 minutes from the October 21, 2019 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the Minutes from the October 21, 2019 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Census 2020 Awareness Day Proclamation being received by Robyn K. Cryer

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.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to remove at the request of the Applicant item 13a., approve and set the Agenda as amended.

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

Passed

10. MISCELLANEOUS REPORTS

a. Presentation on City of Fort Pierce Recreation Activities

Mr. Mike Reals, Director of Public Works introduced the City of Fort Pierce Fire Hawks to the City Commission. Mr. Reals provided an overview of the history and accomplishments of the Fire Hawks Pop Warner program. For the 2019 season, they had 250 football players and 70 cheerleaders with ages ranging from five to sixteen years old. Pop Warner is an organization wherein the youth participants are required to maintain academic standards to play. Five teams advanced to post-season playoffs with two teams playing in the championship. Fire Hawks was the only St. Lucie County program to advance to the playoff and championship games. In addition, the Tiny Mites competed in the Royal Palm Beach Turkey Bowl, won three out of three games and have become the 2019 Turkey Bowl Champions. None of this could have been accomplished without the 65 volunteers who coach, organize and help the student athletes succeed with academics. Of the 11 programs that participate in the Treasure Coast Conference, the Fire Hawks player Royce Powell, 10 years old, was chosen as Youth Player of the Week and was recognized by the Miami Dolphins. Royce is a stellar athlete and an Honor Roll student at Creative Arts Academy of St. Lucie County. The Lady Hawks Cheerleaders competed in the Treasure Coast Football Conference Cheer Competition with three teams placing. There are more upcoming competitions in which the Lady Hawks will be participating.

11. CONSENT AGENDA

a. Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed $135,000.

b. Approve Blanket Purchase Orders over $10,000, but not to exceed $50,000 for the Sunrise Theatre.

c. Approval of proposal from Beemats in the amount of $105,600 for the annual harvesting, maintenance and replanting of the vegetative mats at Indian Hills Recreation Area.

d. Approval to install holiday lighting at Marina Square by Lighting by Design, Wellington Florida in the amount of $52,309.00 per year / three (3) years (156,927.00 total).

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

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

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 19-043 - Text Amendments to Chapter 5 and Chapter 22, Clarifying Planning Department and Planning Director Titles. SECOND READING

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

ORDINANCE NO. 19-043
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 5, ARTICLE IX, SECTION 5-303, CLARIFYING THAT THE PLANNING DIRECTOR MAY GRANT A SETBACK VARIANCE FOR THE CONSTRUCTION OF A FALLOUT SHELTER; CHAPTER 22, ARTICLE IV, SECTION 22-59, CHAPTER 22, ARTICLE VIII, SECTION 22-109, SECTION 22-111, SECTION 22-112, & SECTION 22-117, AND ARTICLE XIV, SECTION 22-118, AMENDING THE TITLE OF THE PLANNING DIRECTOR AND NAME OF THE PLANNING DEPARTMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12a., Ordinance 19-043.

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

Passed

b. Legislative Hearing - Ordinance 19-044 Amending Chapters 5, 11.5 and 22 specific to modifying the Board of Adjustment. SECOND READING

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

ORDINANCE NO. 19-044
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 5, ARTICLE IX, SECTION 5-303, TO CORRECT THE NAME OF THE BOARD OF ADJUSTMENT IN REFERENCE TO SETBACK VARIANCES FOR THE CONSTRUCTION OF FALLOUT SHELTERS; CHAPTER 11.5, ARTICLE I, SECTION 11.5-33, ADDING THE CITY COMMISSION AS AN ENTITY WHICH MAY NOT VARY DISTANCE RESTRICTIONS FOR ADULT ENTERTAINMENT USES; CHAPTER 22, ARTICLE IV, SECTION 22-59(D)(2)(IV), REMOVING A SUPERFLUOUS REFERENCE TO THE BOARD OF ADJUSTMENT; CHAPTER 22, ARTICLE VII, SECTION 22-102.1, PERMITTING CITY COMMISSION THE ABILITY TO GRANT SPECIAL EXCEPTIONS FOR NONCONFORMING STRUCTURES AND ALLOWING FOR A MAJORITY VOTE OF EITHER THE BOARD OF ADJUSTMENT OR CITY COMMISSION TO APPROVE OR DISAPPROVE AN ENLARGEMENT OR ALTERATION OF A NONCONFORMING STRUCTURE AS A SPECIAL EXCEPTION; CHAPTER 22, ARTICLE VII, SECTION 22-105.1, PERMITTING CITY COMMISSION THE ABILITY TO ALLOW FOR THE USE OF A LOT FOR A DUPLEX AS A SPECIAL EXCEPTION; CHAPTER 22, ARTICLE VIII, SECTION 22-107, AUTHORIZING CITY COMMISSION TO GRANT OR DISAPPROVE VARIANCES, DELINEATING WHAT ACTIONS MAY BE TAKEN BY THE BOARD OF ADJUSTMENT AND CITY COMMISSION IN RELATION TO VARIANCES, NONCONFORMITIES OF USES AND/OR STRUCTURES, AND REVERSING DECISIONS OF THE PLANNING DIRECTOR, AND ALLOWING FOR A MAJORITY VOTE OF THE BOARD OF ADJUSTMENT OR CITY COMMISSION IN THEIR DECISIONS; CHAPTER 22, ARTICLE VIII, SECTION 109, SECTION 22-109(2), & SECTION 22-109(3), PERMITTING CITY COMMISSION TO GRANT VARIANCES FOR FLOOD HAZARD ZONE PROVISIONS, IDENTIFYING CONSIDERATIONS THE COMMISSION MAY UNDERTAKE IN SUCH DECISIONS, AND ALLOWING THE COMMISSION TO ATTACH CONDITIONS AS NECESSARY; CHAPTER 22, ARTICLE VIII, SECTION 22-110, PERMITTING CITY COMMISSION TO REQUEST ADDITIONAL INFORMATION OR PLANS WHEN DELIBERATING A VARIANCE REQUEST; CHAPTER 22, ARTICLE VIII, SECTION 22-111, REMOVING A REFERENCE TO A COURT OF RECORD ON APPLICATION FOR A STAY OF PROCEEDINGS ONCE A VARIANCE IS SOUGHT; CHAPTER 22, ARTICLE VIII, SECTION 22-112(C), CLARIFYING WHAT ACTIONS ON AN APPLICATION MAY BE TAKEN BY THE BOARD OF ADJUSTMENT; CHAPTER 22, ARTICLE VIII, SECTION 22-115, USING THE VERBIAGE OF “DISAPPROVED” VS. “DENIED” AND “FINAL” VS. “EARLIER” IN REFERENCE TO THE LIMITATIONS OF REFILING AN APPLICATION; CHAPTER 22, ARTICLE VIII, SECTION 22-118, ADDING A NEW SECTION WHICH WOULD ALLOW FOR DECISIONS OF THE BOARD OF ADJUSTMENT TO BE APPEALED TO THE CITY COMMISSION AND DELINEATING THE PROCEDURES, DEADLINES, DATES, AND COSTS ASSOCIATED WITH SUCH APPEALS; CHAPTER 22, ARTICLE VIII, RENUMBERING RESERVED SECTIONS 22-118 THROUGH SECTION 22-124 TO SECTION 22-119 THROUGH SECTION 22-124; CHAPTER 22, ARTICLE X, SECTION 22-140, ALLOWING FOR APPEALS FROM RULINGS OF ONLY THE PLANNING DIRECTOR RATHER THAN FROM ADMINISTRATIVE OFFICERS, USING THE VERBIAGE OF “DISAPPROVE” VS. “DENY,” AND ALLOWING FOR A MAJORITY VOTE OF THE BOARD OF ADJUSTMENT TO DECIDE SUCH APPEALS; CHAPTER 22, ARTICLE X, SECTION 22-147, RESTRUCTURING THE BOARD OF ADJUSTMENT TO ALLOW FOR FIVE MEMBERS TO BE APPOINTED SINGULARLY BY EACH OF THE CITY COMMISSIONERS AND THE MAYOR, ELIMINATING THE TWO ALTERNATE POSITIONS ON THE BOARD, COORDINATING THE TERMS OF THE BOARD MEMBERS WITH THE TERMS OF THEIR RESPECTIVE APPOINTEES, AND ALLOWING FOR THE EXCUSING OF THREE CONSECUTIVE ABSENCES FROM REGULAR BOARD MEETINGS TO BE MADE WITHOUT A RESOLUTION; CHAPTER 22, ARTICLE XII, SECTION 22-182, REMOVING A SUPERFLUOUS REFERENCE TO THE BOARD OF ADJUSTMENT AND CLARIFYING THAT APPEALS OF DETERMINATIONS MADE BY THE PLANNING DIRECTOR SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT; CHAPTER 22, ARTICLE XIV, SECTION 22-218, USING THE VERBIAGE OF “DISAPPROVE” VS. “DENY,” REMOVING A REFERENCE TO CITY COMMISSION ESTABLISHING A FEE FOR APPEALS RELATING TO CONCURRENCY ASSESSMENTS, AND CLARIFYING THE ROLE OF THE CITY, BOARD OF ADJUSTMENT, AND CITY COMMISSION PERTAINING TO APPEALS OF CONCURRENCY ASSESSMENTS; CHAPTER 22, ARTICLE XV, SECTION 22-310, USING THE VERBIAGE OF “DISAPPROVE” VS. “DENY,” CORRECTING THE NAME OF THE BOARD OF ADJUSTMENT, AND ALLOWING CITY COMMISSION TO DECIDE UPON VARIANCES RELATING TO SIDEWALK CAFES AND OTHER SUPPLEMENTARY SIDEWALK REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item 12b., Ordinance 19-044.

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

Passed

13. CITY COMMISSION

a. Request for Release of Right of Reverter by Quit Claim Deed - Parcel ID No.: 1430-231-0001-000-1.

Item 13a has been removed from agenda at the request of the applicant.

b. Resolution 19-R45 establishing the City of Fort Pierce Parking Committee

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

RESOLUTION NO. 19-R45
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE CITY OF FORT PIERCE PARKING COMMITTEE; RESPONSIBILITIES OF THE COMMITTEE, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Nick Mimms, City Manager provided an overview of the resolution. This resolution will serve to formalize the current committee into a City Board. Mr. Mimms stated that the committee is currently comprised of Commissioner Perona, the City Manager, as well as a vast sample of the community that all provide input. At this point, it is time to formalize this committee because they are coming before the City Commission with recommendations. This resolution will establish a seven-member committee. The working group of this committee at times had thirty-plus members in attendance including staff, police, residents and business owners. This committee will mirror other City Boards and committees which have been recently formalized.

Commissioner Perona also gave some background into the establishment of the original committee. This committee was community driven and has come up with parking solutions that have been implemented. Commissioner Alexander discussed parking issues including citations and towing during large scale events. The parking committee has worked out solutions for future events in response to complaints and will serve as an advisory board to the City Commission.

City Attorney Peter Sweeney stated there are approximately two dozen advisory boards currently in the City of Fort Pierce and have many different structures. The more streamlined the Board is established, the less likely it will conflict with Sunshine Law. Attorney Sweeney recommends the board be established with an odd number of members and no alternates.

Mayor Hudson confirmed that members of the public can still participate in the committee meetings as they have previously done. Attorney Sweeney stated that by formalizing this committee, there will be public notice requirements and minutes which will be taken, both benefits to having a formalized committee. Commissioner Perona suggested that a member of the City Commission remain on this Parking Committee.

Discussion continued regarding the technical details for establishment. An amendment to the proposed resolution wording in Section 2(a)(4) should include “a City Commissioner shall be appointed as ex-officio, non-voting member”.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 13b., Resolution R19-045 as amended.

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

Passed

c. Resolution 19-R46 appointing Commission Alternates to the Civil Service Appeals Board.

RESOLUTION NO. 19-R46
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD; PROVIDING FOR AN EFFECTIVE DATE.

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

Each Commission member was given a weighted ballot to choose two alternate members. The results are as follows:

Commissioner Alexander – Frank Amandro, Charlene Neuman
Commissioner Johnson – Ellen Gillette, Frank Amandro
Commissioner Perona – Frank Amandro, Michel Dahan
Commissioner Sessions – Donna Coe, Charlene Neuman
Mayor Hudson – Michel Dahan, Frank Amandro

By vote tally, Frank Amandro and Michel Dahan have been appointed as alternate members of the Civil Service Appeals Board.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item 13c., Resolution 19-R46.

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

Passed

d. Resolution 19-R47 establishing a Food for Fines Program for the City of Fort Pierce.

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

RESOLUTION NO. 19-R47
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA APPROVING A PROGRAM TO BE KNOWN AS “FOOD FOR FINES”; ALLOWING FOR PAYMENT OF CERTAIN PARKING CITATIONS, OR PORTION THEREOF, TO BE PAID WITH DONATIONS OF CANNED FOOD OR NON-PERISHABLE FOOD ITEMS AND PROVIDING FOR EFFECTIVE DATES.

Mr. Nick Mimms, City Manager introduced Ms. Peggy Arriaz, Code Enforcement Manager to give a brief overview of the program.

Ms. Arriaz gave a background of the Food for Fines program which was a success last year. The recommendation is that the program run from November 11, 2019 through December 31, 2019. In lieu of paying with money, tickets can be paid via canned goods at the rate of $2.00 credit for each can of food donated. The food will be given to the Treasure Coast Food Bank. Last year, just over 700 pounds of food was collected. The goal this year is to reach 1,000 pounds of donated food. Mr. Mimms stated that due to the overwhelming success of this program, other well deserving organizations may be added to the beneficiary list in the future. This program is for parking tickets only and not other types of fines. Tickets with vouchers are distributed by both Code Enforcement and the Police Department.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 13d., Resolution 19-R47.

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.

Rick Reed

15. COMMENTS FROM THE CITY MANAGER

Mr. Nick Mimms, City Manager stated that within his Purchase Order Reports there are allocations for EDC, Chamber of Commerce as well as nuisance abatement and lot clearing. Within the City Manager's Report, the Moore's Creek Boat Ramp has been completed. Also, the Melody Lane Seawall construction has commenced and will continue until March, 2020. On Tuesday, November 12, 2019, the Conference Agenda will be held. The Sunrise Theatre update and Sunrise Theatre Advisory Board will be on the agenda. At 2:00 PM on November 12, the Fort Pierce Redevelopment Agency will have King Plant property development agreement update will be provided. Also, the FPRA will be declaring property surplus;1134-1138 Avenue D; and, the potential sale of voluntary clean-up tax credits on the open market.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Sessions inquired as to the Arcade Parking Lot status. Mr. Mimms stated that the parking lot on the northwest corner of US 1 and Avenue A had a three-party agreement between the FPRA, the Brackett Limited Family Partnership and the Notre Dame Catholic Mission. There was a period that the parking lot could be used by the public and was maintained by the City of Fort Pierce and FPRA. After numerous attempts to reach out, The Brackett Limited Family Partnership has decided not to move forward with the City of Fort Pierce and FPRA for a parking agreement and have subsequently sold their properties to another party which includes that parking lot. The parking lot lease expired approximately one year ago. The public only uses this lot two to three times per year for extremely large downtown events. The lot is currently used by the Arcade customers, a law office and a church. Commissioner Sessions would like the Parking Committee to reach out to the new owners regarding use of the parking lot. Commissioner Alexander will reach out to the new owner. Commissioner Sessions also discussed the recent shooting events within the city limits and expressed great concern about two locations on Avenue D where this type of activity is occurring. These after-hours businesses need to be shut down for the safety of the public.

Commissioner Alexander would like to know why there are no mats in the water at Moore's Creek like at the golf course. Commissioner Alexander is concerned about the water quality of Moore's Creek which receives the runoff from the roads in Fort Pierce which then runs into the lagoon.

Commissioner Johnson attended the Treasure Coast Regional Planning Committee's joint meeting with South Florida Regional Planning. The presentations were informative and in line with Fort Pierce issues. Affordable housing issues were discussed. Some components would benefit our city and Commissioner Johnson will discuss these with staff. Virgin Trains was also discussed at the meeting. Virgin Trains still views Fort Pierce as a potential location along with other cities along the coast. Biosolids was a big issue at the meeting, biosolids being wastewater sludge. The future of municipal treatment plants was discussed along with proposed legislation addressing this issue. There are locations in the Midwest that need the phosphates and nitrates which we currently process, separate and distribute out west and land apply. Mayor Hudson mentioned that biosolids are on the FPUA agenda for the November 05, 2019 meeting and that there will be a presentation. There is a Moore's Creek cleanup scheduled for November 16, 2019.

Mayor Hudson mentioned that Paychecks for Patriots will be held on November 07, 2019 at the River Walk; this event is a job fair for Veterans. On November 09, 2019 is the Jessica Clinton free heart screening for children at the Department of Health. The screening is free for school aged children and is done by pediatric cardiologists. The screening is not done as part of normal school medical screening. If a problem is discovered with a child, all treatment is provided for free. Also, on the FPUA agenda for the November 05, 2019 meeting is the proposal to reduce PCA by another two dollars. On November 11, 2019, Veteran's Day, 11:00 am will be a ceremony honoring the Veterans.

17. ADJOURNMENT

Mayor Linda Hudson adjourned the meeting at 8:03 pm.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

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

Meeting Date: 11/18/2019

Re: Building Dept. Letter

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Letter from Robert Englmeier commending Ed Roseberry and Veronica Berrpnes of the Building Department for all of their assistance.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/06/2019 02:54 PM

Form Started By: Linda Cox Started On: 11/06/2019 09:42 AM

Final Approval Date: 11/06/2019

RECEIVED
OCT 3 1 2019
Building Department

3605 Chestnut Oak Dr.
Ft Pierce, FL 34981
October 29, 2019

Mr. Ed Roseberry, Deputy Building Official
Building Department
100 North US Highway 1
Ft Pierce, FL 34950

Dear Ed:

I would like to thank you very much for all your help to me regarding my recent permitting.
You and your staff went out of their way to assist me. Veronica Berrpnes was especially knowledgeable, efficient, helpful and polite.

As you are aware, the final inspection was performed on 10/23/2019 so I assume everything is now complete. In the event, I need to do anything else, please let me know (772-528-6255)
.
Again, I thank you and I appreciate very much your efforts, guidance and timely response.

Sincerely,

R J Englmeier

Robert Englmeier

CC Mr. Paul Thomas, Building Official

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

Meeting Date: 11/18/2019

Re: Way to Grow Lincoln Park Grant Award - All Points Protective Services

SUBJECT:

Approve grant award for Marcus Kelly, owner of All Points Protective Services, in the amount of $9596.99, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

SUMMARY:

2018-19 CDBG allocates funds for small businesses of up to $3000. The partnership with Allegany Franciscan Ministries presented grant funding of up to $7000 for each small business in this program. Marcus Kelly requested rental deposit, monthly rent for 6 months, reimbursement for required state licensure and insurance. Mr. Kelly's application included business plan, receipts for state licensure and insurance payments, and quotes for office supplies and utilities deposit, as verification for startup expenses.

RECOMMENDATION:

Approve grant award for All Points Protective Services to cover small business startup expenses

ALTERNATIVES:

Do not approve this grant award

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Lincoln Park Revitalization Coordinator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018
Account:	10390025548410
Amount:	2596.99

OTHER INFORMATION:

This expenditure will be reimbursed to the City via 2018-19 CDBG funds.

Attachments

Grant Agreement

Grant Application and Supporting Documents

All Points Protective Services Business Plan

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	11/07/2019 02:51 PM
City Manager	Nick Mimms	11/08/2019 05:04 PM
Form Started By: Caleta Scott		Started On: 10/29/2019 08:14 AM
Final Approval Date: 11/08/2019		

AGREEMENT

THIS AGREEMENT made and entered into this 18 day of NOVEMBER **2019**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **ALL POINTS PROTECTIVE SERVICES LLC,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2016-2020 5 Year Consolidated Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. Grantor agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient,** up to the agreed amount of **$9,596.99 (Nine Thousand Five Hundred Ninety-six Dollars and Ninety-nine Cents).** The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2018-2019 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce's/ Way to Grow Lincoln Park Start or Relocate Grant Program

6. Recipient agrees to submit to **Grantor, through the Grants Administration Division,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2020.**

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC

6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this

Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance

on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest

extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood

insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the

Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.
1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Pete Sweeney, City Attorney

SUBRECIPIENT: **ALL POINTS PROTECTIVE SERVICES, LLC**

By: Marcus Kelly
Marcus Kelly

Print: Marcus Kelly

Title: **Owner**

Today's Date: 11/4/19

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

WAY TO GROW, Lincoln Park!
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

INVOICE

GRANT RECIPIENT: **MARCUS KELLY, ALL POINTS PROTECTIVE SERVICES**

GRANT AWARD(S):
Amount: **$1400**
Description: Rental Deposit Reimbursement – First & Last
MAKE CHECK PAYABLE TO: Mak N Mooves, LLC

Amount: **$4200**
Description: Rent payment reimbursement – 6 months @ $700.00
MAKE CHECK PAYABLE TO: Mak N Mooves LLC

Amount: **$287**
Description: Utility Connection Reimbursement/QUOTE
MAKE CHECK PAYABLE TO: Marcus Kelly, All Points Protective Services/FPUA

Amount: **$2209.99**
Description: Office Supplies, Insurance/State Licensure/Business Plan Reimbursement
MAKE CHECK PAYABLE TO: Marcus Kelly, All Points Protective Services, LLC

Amount: Up to **$1000**
Description: 2 Set(s) of Uniforms with Security Logo / Patches
MAKE CHECK PAYABLE TO: To be determined *Quotes in Progress*

Amount: Up to **$500**
Description: Signage for Window with Company Logo
MAKE CHECK PAYABLE TO: To be determined *Quotes in Progress*

TOTAL AMOUNT DUE: $9,596.99
MAKE CHECK PAYABLE TO: MARCUS KELLY, ALL POINT PROTECTIVE SERVICES

FINANCE DEPARTMENT:
PLEASE HOLD CHECK FOR GRANT RECIPIENT PICK UP

Thank you,

Caleta Scott
Manager, Grants Administration Division

Date application received (to be filled out by City): Received SEP 09 2019 Grants Administration

City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

Application

1. Name of Business: All Points Protective Services
2. Type of Business: Security Guard Company
3. Business Owner:
   Name: Marcus Kelly
   Address: 3416 Sloan Road, Ft. Pierce, FL. 34947
   Phone (Best Contact #): 772. 501.7151
4. Business Relocation Information (for **EXISTING** businesses **RELOCATING** to Target Area)
   Business Previous Address: _____
   How Long Have You Been in Business? _____
   Identify all anticipated relocation expenses:
   - Rent Differential: $ _____
   - Moving Cost: $ _____
   - Initiation & Hook-up of Utilities: $ _____
   - Equipment Setup Costs: $ _____
   - Interior Remodeling: $ _____
   - Signage: $ _____
   - Fees (permits, deposits, etc.): $ _____
   - Other (list at right): $ _____
   - Total Anticipated Expenses: $ _____

   Note: Provide written estimates (with contact info for each estimate) for each expense listed above)
5. Business Startup Information (for **NEW** businesses **OPENING** in Target Area)
   Identify all anticipated expenses:
   - Rent: $ 700.00
   - Initiation & Hook-up of Utilities: $ 450.00
   - Equipment Setup Costs: $ 250.00
   - Interior Remodeling: $ 200.00
   - Signage: $ 150.00
   - Fees (permits, deposits, etc.): $ ~~1400.00~~ $1400 (1st and last)
   - Other (list at right): $ _____
   - Total Anticipated Expenses: $ 3,150.00

   Note: Provide written estimates (with contact info for each estimate) for each expense listed above)

City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

6. Business Plan prepared by:
   Name: BUSINESSPLANS.com
   Address: 220 S MILITARY TRL DEERFIELD BCH, FL
   Phone (Best Contact #): 954-573-3110

Statement of Understanding

The applicant (undersigned) agrees to comply with the guidelines of the Historic Avenue D Business District Business Startup/Relocation Grant Program.

Approved recipients of this grant award may opt to have invoices paid directly from the Grants Administration Division to the grant recipient's selected vendors or to receive the grant funds as a reimbursement when approved invoices and proofs of purchase are provided for reimbursement.

The applicant further understands that the applicant must submit detailed cost documentation to be considered for this grant award.

Business Owner Signature: Marcus Kelly Date: 8/5/19

Business Owner Name (Print) Marcus Kelly

Property Owner Signature: _____ Date: _____

Property Owner Name (Print) _____

Return this application with proper signatures and all required attachments to:

City of Fort Pierce Grants Administration Division / Attn: Historic Avenue D Business District Business Startup/Relocation Grant Program / Fort Pierce City Hall / 100 North U.S. Hwy. 1 / Fort Pierce, Florida 34950.



Detail by Officer/Registered Agent Name

Florida Limited Liability Company
ALL POINTS PROTECTIVE SERVICES LLC

Filing Information

Document Number	L19000186671
FEI/EIN Number	NONE
Date Filed	07/19/2019
State	FL
Status	ACTIVE

Principal Address

3416 SLOAN ROAD
FORT PIERCE, FL 34947

Mailing Address

3416 SLOAN ROAD
FORT PIERCE, FL 34947

Registered Agent Name & Address

KELLY, MARCUS T
3416 SLOAN ROAD
FORT PIERCE, FL 34947

Authorized Person(s) Detail

Name & Address

Title AMBR

KELLY, MARCUS T
3416 SLOAN ROAD
FORT PIERCE, FL 34947

Annual Reports

No Annual Reports Filed

Document Images

07/19/2019 -- Florida Limited Liability | View image in PDF format

Commercial Lease

This lease is made between Mak N Mooves LLC,
3705 Avenue T Fort Pierce, 34947 herein called Lessor and Marcus Kelly DBA All Points Protective Services, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the city of Fort Pierce, County of St. Lucie, state of Florida, described as 1529 Avenue D, Ft. Pierce Florida 34950, upon the following terms and conditions:

1. Term and Rent. Lessor leases to Lessee the above premises for a term of One (1) years, beginning December 1, 2019, and terminating on November 31, 2020 at the annual base rental of Eight thousand Four Hundred 00/100 Dollars(8400.00), plus any applicable sales tax, plus monthly estimated Taxes and Insurance of the property,(initially estimated at $120 12 month) payable in equal installments of Seven Hundred 00/100 (700.00) Plus any applicable sales tax, in advance on the first day of each month for that month's rental, during the term of this lease. All rentals payments shall be made to Lessor at the address specified above. The rent commencement date shall be December 1, 2019.

2. Options to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have an option to renew the lease, as described below. If the option is exercised, the renewal term shall commence at the expiration of the prior term. All the terms and conditions of the lease shall apply during the renewal term, except that the monthly base rent and term shall be as follows: the sum of Eight hundred dollars (800.00) plus any applicable sales tax for the renewal term of One(1) years; The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the commencement of the renewal term. If notice is not given in the manner provided herein within the time specifies, the applicable option shall expire.

3. Use. Lessee shall use and occupy the premises for Office Space. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

4. Care and Maintenance of premises. Lessee Accepts the premises in As Is Condition, unless otherwise indicated herein. Lessee shall, at Lessee's own expense and at all times, maintain the premises in good and safe condition, including Plate glass, electrical wiring, plumbing and heating installations, Parking lot and any other system or equipment upon premises, and shall surrender the same at termination hereof in as good condition as received, normal wear and tear expected. Lessee shall be responsible for all repairs required to the HVAC system. Lessee shall obtain a service contract for maintenance of heat & air conditioning systems on the premises. Lessor shall be responsible for any Roof repair in the first 60 days of this Lease, thereafter any or all roof repairs shall be the responsibility of the Lessee.

4.1. Reimbursement for Repairs Assumed. If Lessee fails or refuses to make repairs which are required by this Section 5, Lessor may make the repairs and charge the actual costs of repairs to the Lessee, plus a service charge of ten (10) percent of such cost. Any expenditure by Lessor shall be reimbursed Lessee on demand, together with interest. Any reimbursement of amounts expended, plus interest, made pursuant to this paragraph shall not constitute a waiver of any right or remedy possessed by the Lessor.

5. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements to the premises.

6. Signs. Lessee has the right to display, erect, paint, or affix to the interior and exterior of the premises any signs, lettering, and advertisements, which do not violate any laws, regulations, and ordinances pertaining thereto, and Lessee does not need Lessor's prior written consent for such purposes. Upon vacating of the premises by Lessee, Lessee at its sole expense must remove the signs within thirty (30) days of vacating the premises.

7. Ordinances and statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

8. Assignment and Subletting. Except as provided in this section of the lease, Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease. However, Lessee has the right to assign its interest in this lease agreement and in the premises and to sublet all or any portion of the premises to any affiliated business entity, including but not limited to a subsidiary or a corporation with at least fifty-one percent common ownership, upon written notification to Lessor. In such a case, prior written consent from Lessor is not required.

9. Utilities. All applications and connection for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

10. Entry and inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspection at any time within the sixty (60) days prior to the expiration of this lease permits persons desiring to lease the same to inspect the premises thereafter.

11. Indemnification of lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

12. Insurance. Lessee, at its expense shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows bodily injury in the amount of $500,000 each person and $1,000,000 each occurrence: and property damage in the amount of $100,000 each occurrence. Lessee shall maintain fire and extended coverage insurance on the premises in an amount not less than eighty percent (80%) of the fair market value of the improvements. Lessee shall provide Lessor with certificate of insurance showing Lessor as additional insured. The certificate shall provide a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee. Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond the date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee and for moving expenses.

14. Destruction of premises. In the event of a partial destruction of the premises during the term hereof, from any cause Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee or the premises, if such repairs cannot be made within said (60) days Lessor, at Lessor's option, may make the same within a reasonable time this lease continuing in effect with the rent proportionately abated as aforesaid, in the event that lessor shall not elect to make such repairs which cannot be made in sixty (60) days this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not, A total destruction of the building in which the premises may be situated shall terminate this lease

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default. If Lessee does not cure any such default within thirty (30) days after the giving of such noticed, then the Lessor may terminate this lease on not less than thirty days (30) days' notice to Lessee, if such other default is of such nature that it cannot be completely cured within such period, and Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, the Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor. Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other Occupants and their effects.

16. Prepaid Rent. Lessee shall deposit with Lessor on the signing of this lease the sum of representing first and last month's rent of the initial term of this lease plus sales and estimated monthly taxes and Insurance payment. Parties agree that there should be no security deposit.

17. Taxes. Lessee shall pay the real estate taxes and special assessments on the real estate said taxes shall be estimated each year by the Lessor and added to the monthly rent. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of lessee shall be proportionate to the portion of the lease term included in such year.

18. Attorneys' Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the premises, by either party the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

19. Notices. Any notice which either party may or is required to give, shall be given in writing by personal delivery or by mailing the same, certified mail return receipt requested, postage prepaid, to Lessee at the address specified above and at the premises, or to Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

20. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

21. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

22. Environmental Contamination. Lessor represents that the premises are free of any environmental contamination of any type as of the commencement of the lease term. Lessor shall indemnify and hold Lessee harmless against all claims for damages or other relief, plus claimants' and Lessee's attorneys' fees and costs, due to any environmental contamination on or arising from the premises, unless such environmental contamination was causes by Lessee. If any environmental contamination, which materially affects Lessee's use of premises, is discovered on the premises, and if such contamination was not cause by Lessee, Lessee may at its option terminate this lease at any time by giving ten (10) days' written notice to Lessor.

23. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

24. Special Events Notification. Lessee shall notify Lessor before doing or conducting any special events on site.

Marcus Kelly
Lessee

Date

Tessa Adams
Lessor

Date

OFFICE SUPPLY LIST

$846.06(before tax and shipping)

FILING CABINETS (2) $91.52



Click image to open expanded view

Lorell SOHO 18"D 3-Drawer Letter-Size Vertical File Cabinet, Black

by Lorell

★★★☆☆ 645 ratings | 132 answered questions

Amazon's Choice for "3 drawer file cabinet"

Price: $91.52 ✓prime & FREE Returns

Save $1 W.+

Get $70 off instantly: Pay $21.52 ~~$91.52~~ upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Note: Available at a lower price from other sellers, potentially without free Prime shipping.

- Accommodates letter-size hanging files
- Lock secures top two drawers
- Three-quarter drawer extension
- 3-drawer file cabinet is best for personal use
- In offices where occasional file retrieval is required

Compare with similar items

Used & new (34) from $85.11 ✓prime

Report incorrect product information.

AURORA

Sturdy Metal Mobile File Cabinet with Wood Texture

› Shop now



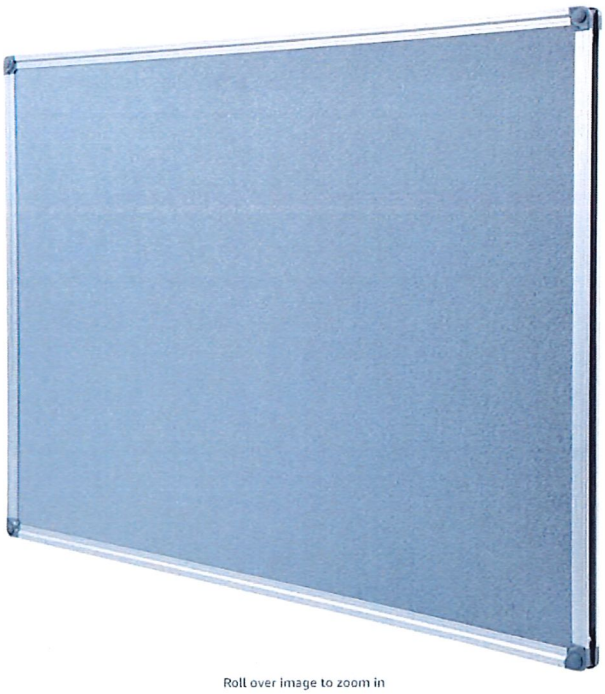
Fully Assembled Elegant Design 3-Drawer Metal Mobile File Cabinet with Lock Key, Metalli...

★★★★☆ 14

$158.99

Ad feedback

BULLETIN BOARD (1) $59.99



Roll over image to zoom in

Aluminum Framed Wall- Mounted 48 x 36 Inch Large Fabric Bulletin Board Message Memo Pin Board for Home Office School, Grey

by DexBoard

★★★★★ 35 ratings | 6 answered questions

Price: $59.99 ✓prime & FREE Returns

W. Best price W.+

Get $70 off instantly: Pay $0.00 ~~$59.99~~ upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Color: **Grey**

Size: **48" x 36"**

48" x 36" | 36" x 24"

- Tackable surface is self-healing. Surface accepts pins or velcro
- Premium set with 10 colorful push pins. Velcro can be used to post pictures or colorful pages
- High grade sturdy aluminum frame is built with Nylon corners, with no sharp or pointed edges. Great for the kids' room, home, office or dorm
- Easily mount the 48" x 36" fabric board vertically or horizontally with attached mounting hardware
- Great for pinning notes, messages, pictures, memos, calendars, menus, reminders

Compare with similar items

Used & new (6) from $41.64 ✓prime

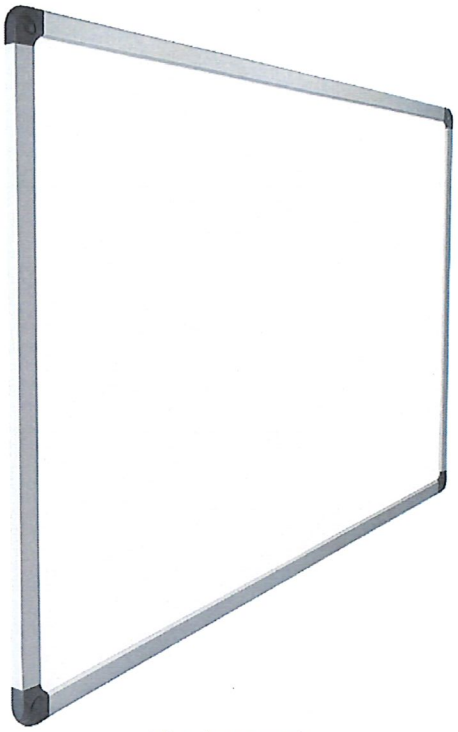
Report incorrect product information.



VIZ-PRO Notice Board Felt Gray, 48 X 36 Inches, Silver Aluminium Frame

★★★★☆ 186

DRY ERASE BOARD (1) = $35.99



Roll over image to zoom in

V VAB-PRO 24x36 inch Magnetic Dry-Erase White Board with Adjustable Pen Tray; Installation Kit Incl. & Wall Mount; Aluminium Frame; Sturdy Build for Classroom, Studio, Office - W312436-01

by V VAB-PRO

★★★★☆ 5 ratings

Price: $35.99 ✓prime & FREE Returns

W. Best price W.+

Get $70 off instantly: Pay $0.00 ~~$35.99~~ upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Size: **24"x36"**

24"x36"	90x120cm (35.43"x 47.24")
$35.99 ✓prime	$64.00 ✓prime

Service: **Get professional installation** Details

Without expert installation	Include installation
	+$179.00 per unit

What's included with service

- INCREDIBLY SMOOTH & DURABLE dry erase white board magnetic writing surface, compatible with all conventional dry erase markers.
- DEPENDABLE WITH STURDY ALUMINIUM frame silver finished with ABS screw hidden fixing corner protectors. Safe for everyday use at school and at work.
- EASY & QUICK INSTALLATION with user manual and fixing kit included. We provide as well an adjustable pen tray which can be mounted both vertically or horizontally depending on your preference and needs.
- USE IT ANYWHERE YOU NEED IT: great for use in the classroom, presentations in meeting room, work in the studio, office, and even at home.
- SHOW YOUR BEST IDEAS with the magnetic wall-mounted dry erase white board. Size: 24"x 36"

OFFICE PHONES (2) $55.88



Roll over image to zoom in

AT&T ML17939 2-Line Corded Telephone with Digital Answering System and Caller ID/Call Waiting, Black/Silver

by AT&T

★★★★☆ 1,479 ratings | 811 answered questions

Amazon's Choice for "office phone with answering machine"

List Price: ~~$79.95~~

Price: $55.88 ✓prime FREE One-Day & FREE Returns

You Save: $24.07 (30%)

Save $6 W.+

Thank you for being a Prime member. Get $70 off instantly: Pay $0.00 upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Free Amazon product support included

Style: **With Answering System**

With Answering System	Without Answering System
$55.88 ✓prime	$44.95 ✓prime

- 100 Name/Number Directory
- Headset Compatible (2.5 mm jack).Make sure that the software is installed and running for your nontraditional
- Caller ID/Call Waiting Capability*
- Caller ID Displays on Handset and Base
- Up to 12 Minutes of Digital Recording Time for Each Line **
- DSL Subscribers may need to us a DSL Filter. The recording time of each message depends on the message length you set
- DSL Subscribers may need to us a DSL Filter

New & Used (115) from $22.86 ✓prime FREE Shipping

Report incorrect product information.

DESKTOP COMPUTERS (2) = $227.64



HP 8200 Elite Desktop Computer with Windows 10 Home Intel Quad Core i5 3.1 GHz Processor 4GB RAM 500GB Hard Drive DVD WiFi Adapter 19" Monitor Keyboard and Mouse

HP Model: 8200 Elite

Write a review

$227.64

Add-on services (0 Selected) Select

Available Options: Walmart Protection Plan.

Qty: 1

Add to Cart

Free delivery
Arrives by Thu, Nov 7

Pickup not available

11/4/2019

ALL POINTS PROTECTIVE SERVICES, LLC
Marcus Kelly

REIMBURSEMENTS* (Receipts and Quotes on file)

Required Insurance:	$274.99
State Licensure:	$450.00
Business Plan:	$485.00
OFFICE SUPPLIES:	Up to $1000.00 per Cart Items (Amazon and Walmart)

STILL TO PURCHASE/PAY:

FPUA	$287.00
SIGNAGE:	TBD up to $500 (to be determined at future date)
UNIFORMS:	Up to $1000.00 (waiting on 2nd quote)

To Be Reimbursed

Receipt 1798114 from Rivero Insurance Group

From: ePayPolicy (support@epay3.com)

To: kellyprivatemarcus@yahoo.com

Date: Tuesday, October 1, 2019, 09:45 AM EDT

If you cannot read this email, please click here.

Rivero Insurance Group

All Points Protective Services LLC

kellyprivatemarcus@yahoo.com

Receipt #1798114

Payment on 10/1/2019

How do I reverse this payment?

Do you have an invoice number?	Yes
Invoice Number	201800071
Zip Code	34947

Invoices

201800071-1	$246.99
201800071-2	$25.00
Subtotal	$271.99

Fee	$3.00
Total	$274.99
PAYMENT TYPE	ACH

NOTES

down payment for general liability

Rivero Insurance Group
1643 NE 8th St Homestead, FL 33033 United States
3052458110
erivero@rig-ins.com

© 2019 All Rights Reserved | ePayPolicy

$485
To be reimbursed

BusinessPlans.com, Inc.
220 South Military Trail
Deerfield Beach
Florida 33442
Cell: 954-573-3110
Email:
alfredoadessi@businessplans.com

INVOICE

October 31, 2019

Attention: Marcus Kelly and All Points Protective Services LLC

This is your invoice and receipt for $485.00. You paid $285.00 on 08-27-2019 to get started; and you paid the balance of $200.00 on 09-05-2019 for your completed business plan.

Details for the service you received:

- Lender ready completely prepared custom professional business plan that will help accomplish your goal for being SBA or bank ready with generation and final proof reading by consultant with over twenty years consulting experience.
- Live assistance from experienced business professional through the entire process.
- 25 to 30 pages tailored to your business as well as spreadsheets.
- Individual custom generation of positive powerful special text highlighting your company's particulars and information.
- All 61 key necessary sections including extensive Executive Summary, Objectives, Mission Statement, Demographics, Marketing Analysis and Financial Plan and all the others.
- Delivered to you as a Word File.
- All revisions and changes completed without additional charges for a whole year.

Please reply with your full credit card information including all numbers, expiration month and year, three number security code and full billing address. Thank you.

Sincere regards,

Alfredo A. Adessi

Alfredo A. Adessi, President
BusinessPlans.com

Division of Licensing
Bureau of License Issuance
Chapter 493 Correspondence
(850) 245-5691
(850) 245-5655 Fax

Post Office Box 5767
Tallahassee, Florida 32314-5767

Florida Department of Agriculture and Consumer Services

Commissioner Nicole "Nikki" Fried

$	in Key Code	for
$	in Key Code	for
$	in Key Code	for
$	in Key Code	for

To Be Reimbursed
must be pd by 11-15-19
(M)

August 15, 2019

All Points Protective Services, Llc
Marcus T Kelly
3416 Sloan Road
Fort Pierce, Fl 34947

REF#: B 1900264

RE: Approval of Your Application

Dear Mr. Kelly :

This is to notify you that your application for a Class "B" Security Agency license has been approved. The name approved for your agency is All Points Protective Services, Llc.

Please return this form with the item(s) indicated below:

Please remit license fee in the amount of $450.00 remitted by check or money order made payable to the Department of Agriculture & Consumer Services.

Please have your insurance agent complete and return the enclosed Certification of Insurance, form FDACS 16004.

Although your application has been approved, you may not advertise or engage in activities regulated under Chapter 493 until the above-referenced item(s) is received and your license is issued. Please be advised that your file will be closed if the above-referenced item(s) are not submitted within 90 days from the date of this letter. If your file is closed, you must reapply for licensure.

If you have any questions regarding this matter, please call our Public Inquiry Section at (850) 245-5691. A Service Representative will be happy to assist you.

Public Inquiry Section
Bureau of License Issuance

/be

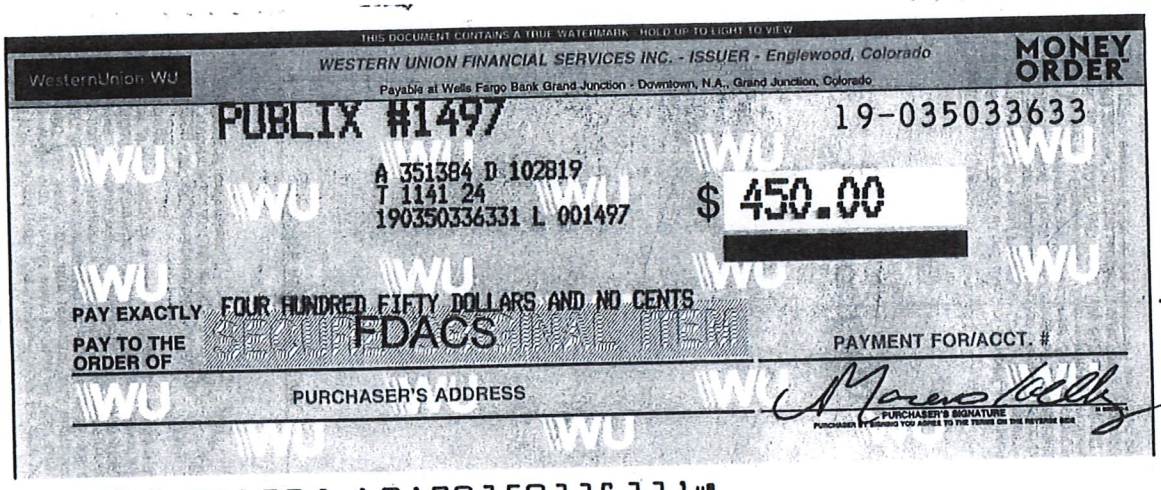
Received
OCT 22 2019
Grants Administration

PIA17AGENCY

RECEIVED
DIVISION OF LICENSING
OCT 28 2019
WEST PALM BEACH
REGIONAL OFFICE

CHECK

RECEIVED
DIVISION OF LICENSING
OCT 28 2019
WEST PALM BEACH
REGIONAL OFFICE


THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

PUBLIX #1497

19-035033633

A 351384 D 102819
T 1141 24
190350336331 L 001497

$ 450.00

PAY EXACTLY FOUR HUNDRED FIFTY DOLLARS AND NO CENTS

PAY TO THE ORDER OF FDACS

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

⑆102100400⑆ 40190350336331⑈

SSN: All Points Protective Services, Llc
~~#~~ 0390
Kelly, Marcus T.

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

Received
NOV 0 5 2019
City of Fort Pierce
City Manager's Office

To: Nick Mimms, P.E., City Manager

From: Caleta Scott, Manager, Grants Administration

Thru: Johnna Morris, Director of Finance — for J Morris 11/5/19

RE: WAY TO GROW, Lincoln Park! – All Point Protective Services
FINAL GRANT REVIEW

Date: November 5, 2019

Please review All Point Protective Services grant application and initial memo prior to submission on the Monday, November 18 City Commission Consent Agenda. An invoice is attached for your reference.

This payment is covered under the 2018 CDBG allocation for "Technical Assistance for Small Business" and Allegany Franciscan Ministries Way to Grow, Lincoln Park! (Private Source) grant.

Funding Source	**Account**	**Amount**
CDBG	103-9002-554.84-10	$2596.99
ALLEGANY (Private)	103-0000-336.00-00	$7000.00 AFMWTG
GRANT AWARD(S):		**$9596.99**

GRANT RECIPIENT: **MARCUS KELLY, ALL POINTS PROTECTIVE SERVICES**

If approved, this memo will accompany the request to Finance Department for processing.

Thank you.

"Approved"
Based on previous City Commission approval

11/7/19

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

EXHIBIT "A"

WAY TO GROW, Lincoln Park!
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

INVOICE

GRANT RECIPIENT: **MARCUS KELLY, ALL POINTS PROTECTIVE SERVICES**

GRANT AWARD(S):
Amount: **$1400**
Description: Rental Deposit Reimbursement – First & Last
MAKE CHECK PAYABLE TO: Mak N Mooves, LLC

Amount: **$4200**
Description: Rent payment reimbursement – 6 months @ $700.00
MAKE CHECK PAYABLE TO: Mak N Mooves LLC

Amount: **$287**
Description: Utility Connection Reimbursement/QUOTE
MAKE CHECK PAYABLE TO: Marcus Kelly, All Points Protective Services/FPUA

Amount: **$2209.99**
Description: Office Supplies, Insurance/State Licensure/Business Plan Reimbursement
MAKE CHECK PAYABLE TO: Marcus Kelly, All Points Protective Services, LLC

Amount: Up to **$1000**
Description: 2 Set(s) of Uniforms with Security Logo / Patches
MAKE CHECK PAYABLE TO: To be determined *Quotes in Progress*

Amount: Up to **$500**
Description: Signage for Window with Company Logo
MAKE CHECK PAYABLE TO: To be determined *Quotes in Progress*

TOTAL AMOUNT DUE: $9,596.99
MAKE CHECK PAYABLE TO: MARCUS KELLY, ALL POINT PROTECTIVE SERVICES

FINANCE DEPARTMENT:
PLEASE HOLD CHECK FOR GRANT RECIPIENT PICK UP

Thank you,
Caleta Scott
Manager, Grants Administration Division

Received

SEP 17 2019

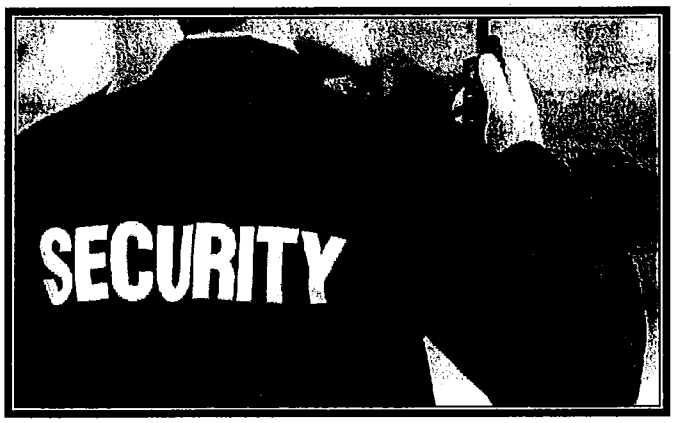
Grants Administration

Strategic & Tactical Business Plan
For

All Points Protective Services LLC

"Providing Superior Quality Security Guard Services Utilizing the Latest Tactics for Protecting People and Property"

3416 Sloan Road
Fort Pierce, Florida 34947



Phone Number: (772) 501-7151
Email Address:
kellyprivatemarcus@yahoo.com

Outline Editor – Master Outline

1 Cover Page
2 Confidentiality Agreement
3 Executive Summary
3.1 Objectives
3.2 Mission
3.3 Keys to Success
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2. Confidentiality Agreement

This agreement is to acknowledge that the information provided by *All Points Protective Services LLC* in this business plan is unique to this business and confidential; therefore, anyone reading this plan agrees not to disclose any of the information in this business plan without the express written permission of *All Points Protective Services LLC.* It is also acknowledged by the reader of this business plan that the information furnished in this business plan, other than information that is in the public domain, may cause serious harm or damage to *All Points Protective Services LLC* and will be kept in the strictest confidence.

Upon request, this document is to be immediately returned to *All Points Protective Services LLC.*

Signature _____

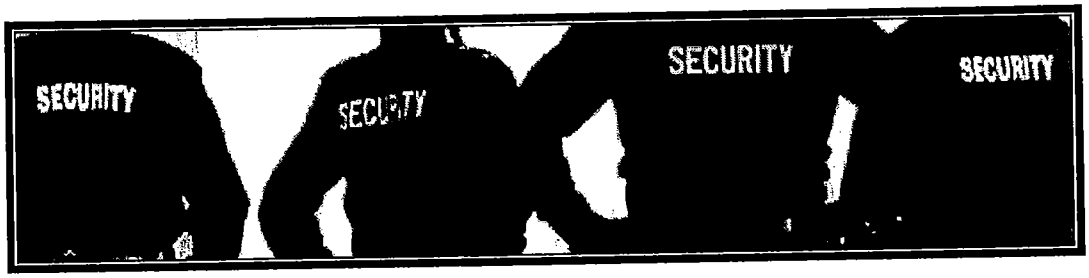
Name (typed or printed) _____

Date _____

This is the business plan for *All Points Protective Services LLC.* The presentation of this business plan does not imply an offering of securities.

3. EXECUTIVE SUMMARY

There is an opportunity in Fort Pierce, Florida to open and operate an innovative successful security guard consulting company. Marcus Kelly recognizes this opportunity and has decided to go forward with his new company named *All Points Protective Services LLC.* The company will penetrate the market in the business of providing high level security to a diverse client base featuring a dedicated team of highly skilled personnel who possess extensive experience in dealing with security issues in this time of heightened awareness. Marcus Kelly also recognizes the opportunities for offering superior quality consulting services utilizing the latest tactics for protecting people and property in need of low, medium and high levels of security. *All Points Protective Services LLC* will serve its areas of business working to make its operations more productive and effective while at the same time controlling expenses.



The money required getting the company organized and structured has been provided by Marcus Kelly. To make this company a reality there will be an amount needed of $25,000.00. Marcus Kelly is providing $5,000.00 leaving a balance of $20,000.00, which will come as a loan. The money will be allocated to take care of all the requirements including uniforms and miscellaneous operating expenses. This business plan will show the components that make up and accomplish this exciting business venture.

This business is based on two vital components:

1. Excellent management that has a mastery of choosing the right product and the right service at the right time with a mastery of knowing what its total market is and how to keep gaining a greater share of that market.

2. Providing an excellent product or service that is not only well accepted now but also whose acceptance and use will continue to grow at an accelerated rate into the future.

All Points Protective Services LLC will coordinate worker productivity with increasing market demand to ensure continued company growth and development. Its approach emphasizes the individual participation of every employee and member of this organization and the total process of building the company to acquire an ever-increasing market share. By guiding and helping employees with knowledge and awareness, it will build a solid foundation for achieving its most ambitious goals.

All Points Protective Services LLC realizes that this is an ideal time to establish its business in this growing industry and move forward in a steady progression over the next five years.

Some of the highlights of its strategy are here briefly summarized:

- ✓ *All Points Protective Services LLC* has talent and experience that is superior for the marketplace.
- ✓ Profitability is assured by its preparation of knowing what the market requirements are presently and what the market requirements are to be in the next several years.
- ✓ With its strategy and budget in place, sales are expected to multiply rapidly, and the company expects to move in on the leaders in the industry.

3.1 OBJECTIVES

All Points Protective Services LLC has definite objectives in order to fulfill its desire to participate and achieve an ever-growing market share of the exciting industry that it is entering. What follows is a brief summary of the key objectives of *All Points Protective Services LLC:*

1. Penetrate the market in the business of operating a security consulting company.
2. Develop employee capabilities to ensure a strong foundation for participation in a rapidly growing company.
3. Increase sales and revenue at a rate no less than 10% per year.

3.2 MISSION STATEMENT

All Points Protective Services LLC is a company that will strive to excel in the business of providing high level security to a diverse client base featuring a dedicated team of highly skilled personnel who possess extensive experience in dealing with security issues in this time of heightened awareness. What makes *All Points Protective Services LLC* different and special is that *All Points Protective Services LLC* will offer superior quality consulting and investigation services utilizing the latest tactics for protecting people and property in need of low, medium and high levels of security.

3.3 KEYS TO SUCCESS

All Points Protective Services LLC is confident of the following attributes that it demonstrates as keys to its success:

1. Marcus Kelly's ability to recognize and define the best course of action
2. The consistent raising of productivity
3. Diligent effort to regularly lower overall cost
4. Recruitment of experienced and talented employees
5. Ability to effectively market what *All Points Protective Services LLC* provides

4. COMPANY SUMMARY

All Points Protective Services LLC will begin its operation in 2019. The inspiration for the company was the realization that there is a need for a security company that can establish a higher standard of professionalism in the industry by going above and beyond to provide exceptional customer service. The company will be headquartered in the city of Fort Pierce in the state of Florida. Its operations will expand regionally.

4.1 COMPANY OWNERSHIP

All Points Protective Services LLC is set up as a Limited Liability Company. The ownership is held by Marcus Kelly, who holds 100%. Any and all questions relative to ownership should be directed to *All Points Protective Services LLC*

4.2 COMPANY HISTORY

All Points Protective Services LLC is proud of the accomplishments of the people that have made up this company. *All Points Protective Services LLC* is particularly proud of the fact that it is a leader in identifying and adapting new techniques and technologies while consistently retaining highly qualified personnel and providing for their career development by establishing programs that provide a high degree of economic security. We are equipped to handle any size property, event or business with a customized security solution. The company is also particularly proud of the fact that our managerial capabilities enable us to offer unrivaled services which encompass recruiting higher quality personnel and training them in dealing with the most crucial security issues facing our customers today. The implementation of technologically advanced tools will allow us to streamline the logistics of managing our personnel and assist us in holding them accountable.

4.3 START-UP SUMMARY

The money required getting the company organized and structured has been provided by Marcus Kelly. To make this company a reality there will be an amount needed of $25,000.00. Marcus Kelly is providing $5,000.00 leaving a balance of $20,000.00, which will come as a loan. The money will be allocated to take care of all the requirements including uniforms and miscellaneous operating expenses.

4.4 COMPANY LOCATIONS AND PREMISES

All Points Protective Services LLC will maintain its headquarters where its management staff will be located in the city of Fort Pierce in the state of Florida. At no time will management allow a situation to exist where the company is supporting locations or premises that are not absolutely essential to the most effective operation of the company.

5. PRODUCT DESCRIPTION

All Points Protective Services LLC is proud of its main product line and the features and benefits that make up its attractiveness to this ever-growing market. The main features and benefits of its core products to its customers include that our security programs are successful because we fully understand the nature of the businesses we secure, the properties and personnel we protect, and the deterrent effect we promote. Some of the strengths and capabilities of its core products as it pertains to shelf life, durability and availability include that we possess the ability to provide key staffing and personnel to assist in developing customized security solutions. Our team includes experts in every security related field, from police officers and military professionals to service industry gurus and small business owners.

5.1 SERVICE DESCRIPTION

All Points Protective Services LLC is proud of its main service line and the features and benefits that make up its attractiveness to this ever-growing market. The main features and benefits of its main service to its customers include that all of our employees are rigorously screened, tested, and evaluated to ensure the highest levels of safety and professionalism. Some of the strengths and capabilities of our main service as it pertains to potential market, ease of administration and availability include that we offer the best of the best in trained security personnel with fast response times designed to capture a larger share of the market. *All Points Protective Services LLC* will provide well trained guards and high-tech equipment for one or more of the following purposes:

- Foot Patrol Tours
- Bicycle Patrol Tours
- Vehicle Patrol Tours
- Armed/Unarmed Guard Services
- Emergency Response
- Controlled Access

We understand the critical role that a security professional plays in the overall success of a facility and we are devoted to hiring high-caliber employees who are intelligent, capable, and dedicated individuals. Candidates are carefully selected by an experienced recruitment staff committed to finding those individuals who meet our rigid employment standards. Through training, performance evaluations, and quality assurance measures, we ensure that security officers maintain the highest performance standards.

5.2 COMPETITIVE COMPARISON

All Points Protective Services LLC has done extensive research and investigation of all of the aspects of the competitiveness of the existing market in which it will be participating and is fully aware of the major competitors who include: Infinity Enforcement Agency, Star Security Corp, and Trident Security Agency.

All Points Protective Services LLC recognizes these major competitors as a prime focus because they have been evaluated using criteria of price and value. This company specifically knows that the advantages it has over its competition include that all of our associates are carefully prescreened to ensure the highest standard of quality and we consistently strive to provide a superior level of service designed to exceed the expectations of our clients. This study of its competition has given the company a mastery of the effects of regulatory agencies, business share, pricing strategies, cut-throat or permissive posturing, as well as strengths and weaknesses of the companies that make up the competition.

5.3 SALES LITERATURE

All Points Protective Services LLC is prepared to highlight all of the most important benefits and features in a packet of sales literature. This information will present a compelling point of view as well as a detailed explanation why the consumer should exchange their hard earned dollars for the company's essential products and services. The sales literature will be complete in every way and will answer the questions of who, what, why, when and where of what the company is presenting.

5.4 SOURCING AND FULFILLMENT

All Points Protective Services LLC is totally prepared in the preparation for ease and completion of fulfillment requirements. All aspects of fulfillment have been considered, evaluated and highlighted for the purpose of assuring both customers and pertinent employees that fulfillment will never be a major concern.

5.5 TECHNOLOGY

All Points Protective Services LLC has positioned itself in a way to take full advantage of all the technology available for its particular industry. Management has determined that when necessary that state of the art software and appropriate hardware will be implemented to assist all employees in gaining maximum productivity. In particular, the company will be utilizing accounting procedures both off-line and online to monitor weekly, monthly, quarterly and annual results of all aspects of operations.

5.6 FUTURE PRODUCTS AND FUTURE SERVICES

All Points Protective Services LLC is currently using its experience and talent to position itself in future markets with the appropriate products and services. Its current product and service lines, which include protecting people and property in need of low, medium and high levels of security, are sufficient in today's demanding market and will fare very well in future years as well. In addition to this, the company is creating new products and services to keep its position in the marketplace ever expanding.

6.0 MARKET ANALYSIS SUMMARY

All Points Protective Services LLC has done an exhaustive study of the state of its industry, which is one of the most exciting industries in the nation. It presents an ever increasing market, a very healthy bottom line, and excellent opportunities for growth. The outside world demands a security firm with trusted and reliable personnel who possess the skills required to protect those in need by using the latest tactics in all fields of security. *All Points Protective Services LLC* has all this to offer and its management team will keep its finger on the pulse of market demands. This industry is filling the needs of the consumer, although there remains a need for a company that provides highly qualified security personnel during this time of heightened awareness. This is why *All Points Protective Services LLC* fits perfectly for meeting the demands of its industry.

6.1 MARKET SEGMENTATION

All Points Protective Services LLC is very much aware of the importance of market analysis as it pertains to market segmentation. At the current time management feels that the market for *All Points Protective Services LLC* is very large and growing. The reason for this conclusion in reference to market segmentation is after careful study of its current and potential customer base. The company strongly feels that the market requires a security firm that serves as a leader in identifying and adapting new techniques and technologies while consistently retaining highly qualified personnel and providing for their career development by establishing programs that provide a high degree of economic security. By offering to take every step necessary to ensure client safety and satisfaction with flexible protection options that give clients comfort and peace of mind, *All Points Protective Services LLC* should be able to capture its market.

6.2 TARGET MARKET AND SEGMENT STRATEGY

All Points Protective Services LLC aims to understand each and every reason why a consumer buys a particular product or service. In its total analysis there is a study of everything that affects a person's behavior, their cultural background, their economic status, their educational background, as well as any and all factors that relate to their behavior. *All Points Protective Services LLC* strives to target that segment of the market that is in the ideal position to need its service, afford its service, and be in a position to act on buying its service immediately. This company is always able to determine these results from such sources as existing customers, suppliers, bankers, trade groups, and industry journals.

6.2.1 MARKET NEEDS

All Points Protective Services LLC evaluates its market primarily from the standpoint of what the needs are of the individual consumer. This can be a very varied thing. *All Points Protective Services LLC* knows that the needs of its consumers in relationship to what it offers are primarily because it provides cutting-edge technology designed to provide peace of mind for those individuals looking to protect their interests.

All Points Protective Services LLC understands that to master this area its management team needs to constantly be tapping into those sources of information that reveal the true motivations of the consumer.

6.2.2 MARKET TRENDS

All Points Protective Services LLC is confident about the timing of the business in its industry. It is the company's position that this is the ideal time to be on the move in this ever growing market. Evaluating different factors and events that make up a particular pattern in identifying all aspects of that pattern secure them in an enviable position of providing what is needed in the marketplace at this particular time. The company is always watching the big picture and continues to monitor any pattern or trend on a daily basis.

6.2.3 MARKET GROWTH

All Points Protective Services LLC recognizes that it is participating in a very large industry with a great growth rate. Its projected growth will be set at a rate greater than the industry average. *All Points Protective Services LLC* implementation of its business strategy will lend itself to fast paced development and dominance of a significant market share. The company has determined the growth of its market on the basis of an ever-increasing customer base, and dollar volume base as well.

6.3 INDUSTRY & BUSINESS ANALYSIS

All Points Protective Services LLC knows that in the final analysis it can only do well if overall sales are there and expenses are capped at a reasonable level. Its particular position in this industry is that the other companies do some of the things correctly but not as many as it feels that it can do to become a market leader. For example, it has found that some of the other companies have extremely large operations with many different clients, which limits their ability to provide personalized services that can be customized to meet each client's needs. They also have inferior personnel who do not possess the qualifications required to provide a professional level of service to their clients. *All Points Protective Services LLC* operates in an advantageously different manner as outlined by offering highly personalized services of the highest quality to the most demanding clients with flexible security options designed to accommodate the various needs of our clients. We maintain a professional team of industry experts who possess the training and the skills required to provide a superior level of service designed to exceed the expectations of our clients.

6.3.1 INDUSTRY & BUSINESS PARTICIPANTS

Industry and business participants include Star Security and Credible Security. The primary weaknesses are that some of these other companies have extremely large operations with many different clients, which limits their ability to provide personalized services that can be customized to meet each client's needs.

They also have inferior personnel who do not possess the qualifications required to provide a professional level of service to their clients. *All Points Protective Services LLC* operates in an advantageously different manner as outlined by offering highly personalized services of the highest quality to the most demanding clients with flexible security options designed to accommodate the various needs of our clients. We maintain a professional team of industry experts who possess the training and the skills required to provide a superior level of service designed to exceed the expectations of our clients. This is how *All Points Protective Services LLC* distinguishes itself.

6.3.2 DISTRIBUTING A PRODUCT & SERVICE

Because of the nature of this business the company has learned that the best places to locate its centers for its services are in office buildings in large metropolitan areas. This is because there are many advantages to distributing its services in this way. Those advantages include the fact that the company will generate more revenue.

6.3.3 COMPETITION AND BUYING PATTERNS

All Points Protective Services LLC is excited about its position in relationship to its competition. The management of the company has discovered some innovative and creative ways of acquiring all the components that make up its product line. The need for a low-based cost that transcends to a lower net cost prior to sale and therefore transcends into a greater profit is what keeps *All Points Protective Services LLC* on the cutting edge of continuously competing on a favorable basis. Such things as inventory control, source of components, fast turnover, production schedules, all contribute to a healthy aspect of competing with other companies.

6.3.4 MAIN COMPETITORS

All Points Protective Services LLC recognizes the following main competitors that affect its industry. *All Points Protective Services LLC* has chosen them because of their level of participation, stability, and marketing. The main competitors include:

- Infinity Enforcement Agency
- Star Security Corp
- Trident Security Agency

7. STRATEGY AND IMPLEMENTATION

All Points Protective Services LLC centers its strategy on the premise that the company resonates with the consumer because it offers superior quality security consulting and investigation services utilizing the latest tactics for protecting people and property in need of low, medium and high levels of security. Always keeping that in mind, it has its management constantly focus on productivity being high and of course expenses remaining very modest.

All Points Protective Services LLC is diligent in dissecting every aspect of this business to make each component productive and contributive to the goal of a highly profitable relationship with its customers.

7.1 STRATEGY PYRAMID

All Points Protective Services LLC knows that it's wise to understand the framework from initial goal back to the essential implementation. The purpose of the pyramid here is to place at the very top an individual emphasis that is the focus of a strategy for the company, such as introduction of a new product line.



Picture if you will, the next level down the individual actions or tactics necessary to implement the emphasis or strategy. Finally, at the bottom of its pyramid are the individual programs necessary to support any and all actions that contribute to achieving the emphasis or goal. *All Points Protective Services LLC* wants to highlight that it is not only adhering to its understanding of the strategy pyramid, but that it also monitors everything in the process which leads to a logical whole plan.

7.2 VALUE PROPOSITION

All Points Protective Services LLC adheres to value-based marketing in its conceptual outlook. The value-based benefits of the company that it strives for consumers to acknowledge include that it provides high level security featuring a dedicated team of highly skilled personnel who possess extensive experience in dealing with security issues in this time of heightened awareness. In this way *All Points Protective Services LLC* is very sensitive to the communication of what it is proposing to its customers as well as living up to the promise behind what it does. The company demonstrates that it backs up what it does with a 100% customer satisfaction attitude.

7.3 COMPETITIVE EDGE

All Points Protective Services LLC is decisive about staying ahead of its competition. The company knows that this is an everyday every hour re-evaluation of what is going on in its marketplace. Its current key advantages in relationship to competitive edge include that we possess a dedicated management team that demonstrates honesty, integrity and professionalism in all aspects of operations.

7.4 MARKETING STRATEGY

All Points Protective Services LLC is aware of all of the different choices in relationship to marketing strategy. Because of its research and recommendations from management it has chosen to market what it does through online Internet exposure through search engine optimization, extensive mailings, industry contacts, and by word of mouth. It has chosen this strategy because costs are minimal, effectiveness is extremely high and branding recognition is enhanced.

7.4.1 POSITIONING STATEMENT

All Points Protective Services LLC takes the position that its primary focus of what it does in the marketplace is to ensure client safety and satisfaction with flexible protection options that give clients comfort and peace of mind. This is how *All Points Protective Services LLC* distinguishes itself in the marketplace.

7.4.2 PRICING STRATEGY

All Points Protective Services LLC has after careful consideration decided to align its pricing at a lower level in comparison to its competition. This fits in perfectly with where the company sees itself positioned in the total marketplace and communication with its customer base as far as getting appropriate value and still maintaining sufficient motivation for high volume.

7.4.3 PROMOTION STRATEGY

The management of *All Points Protective Services LLC* believes very strongly in press releases to significantly get the word out of the value of what it does. This will always be a focus of its promotion efforts. However, though this is a crucial part, this is only one part of its promotion strategy. On a consistent basis the company will be promoting what it does through online Internet exposure through search engine optimization, extensive mailings, industry contacts, and by word of mouth. This along with all the individual selling efforts of its staff demonstrates a dynamic way for it to build the penetration of what it does in the marketplace.

7.4.4 DISTRIBUTION STRATEGY

All Points Protective Services LLC focuses on all three aspects of distribution concerns, that is, coverage, control and costs. These aspects can all be complex. *All Points Protective Services LLC* is certain that it has made the wisest decision in relationship to its coverage and control and cost for its distribution strategy. The coverage and control that it's striving for is achieved by its various marketing programs. Its cost structure is geared to enhance its distribution based upon its positioning in the marketplace.

7.4.5 MARKETING PROGRAMS

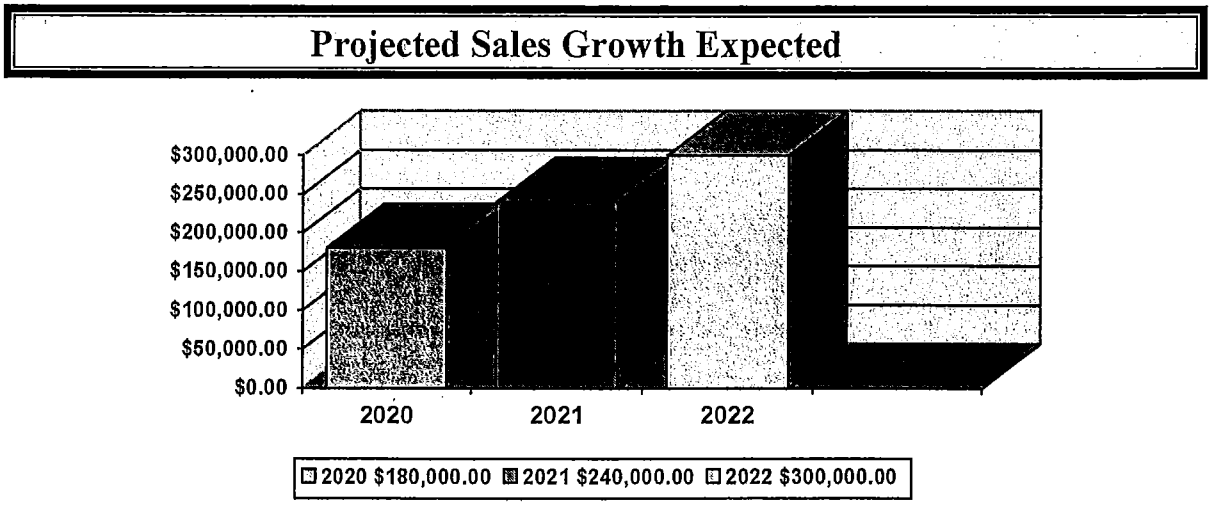
All Points Protective Services LLC knows that in reference to its marketing programs it needs to tell an excellent story. Its story is compelling, detailed and highlights many of its capabilities. The company knows that its consumers hear its voice loud and clear through every aspect of the company, staff, reputation, and quality control. *All Points Protective Services LLC* strives to be indispensable to the consumer. Its marketing programs work to identify this company, highlight competitive advantages, show appreciation for customer feedback, take advantage of marketing resources, and demonstrate that the company is knowledgeable, energetic, and enthusiastic.

7.5 SALES STRATEGY

As stated earlier, *All Points Protective Services LLC* is focusing its sales strategy on the implementation of marketing programs, which include online Internet exposure through search engine optimization, extensive mailings, industry contacts, and by word of mouth.

7.5.1 SALES FORECAST

All Points Protective Services LLC has developed a method for not only developing its sales forecast but also the ability to stand behind the numbers.



The company has determined that based on its distribution resources, competitive advantages and sound financial analysis, that it expects to do the following sales over the year 2020: $180,000.00; the next year 2021: $240,000.00; and over the following year 2022: $300,000.00. This company knows full well that in order to make its business plan happen, everything has to make sense. At *All Points Protective Services LLC,* the company is grounded in reality in making reasonable assumptions that it feels very confident it can accomplish. Its strategies are state of the art, clear, and precise.

7.5.2 SALES PROGRAMS

All Points Protective Services LLC has sales programs that assure that its revenue forecasts are realized completely and on schedule. The person on its dedicated management team directly responsible for sales performance is Marcus Kelly. To make this real the company has set deadlines with amounts as well as budget restrictions for a highly profitable sales program. With its comprehensive marketing program and competitive positioning, *All Points Protective Services LLC* is confident in concrete terms to see its sales milestones and deadlines become realities.

7.6 STRATEGIC ALLIANCES

All Points Protective Services LLC is constantly working to build a network of key individuals and companies that work as alliances to accomplish its major strategies. The company management is strongly encouraged to develop relationships with any and all individuals that may have a favorable relationship with any of its working teams. These alliances are to strengthen and broaden the foundation of the company and the assurance that its market share and profitability will continually increase.

7.7 EXPLAINED MILESTONES

All Points Protective Services LLC is very pleased with the accomplishments of the company and the participants of the company. The company is very proud of its loyal wonderful staff and the staff's dedication to reach all milestones on which the staff sets its course. The goals for the company include securing the capital required to establish the operation, developing a solid client base and reaching the total sales projected.

8. MANAGEMENT SUMMARY

Management is the core and nucleus of any organization. It's not just personnel and individuals' resumes but so much more that encompasses vision, talent, harmony, beliefs, and commitment. *All Points Protective Services LLC* is led by Marcus Kelly, the key player of the management team who provides all the talent necessary to complete every aspect of this business plan.

8.1 ORGANIZATIONAL STRUCTURE

All Points Protective Services LLC knows how important the organizational structure is to the success of a company. Each position has a detailed job description as well as a defined relationship to the whole. At the very head of the company is Marcus Kelly. That position holds the title of Owner/President. From other management positions to department heads, the structure of the organization is detailed and complete.

8.2 MANAGEMENT TEAM

What follow are the top position of *All Points Protective Services LLC*, his name, and a brief description of his duties and responsibilities as it pertains to the successful management and development of this company's goals.

- ***Marcus Kelly, Owner/President***

Marcus Kelly is a seasoned security professional who has spent a short time in law enforcement with the Fort Pierce Police Department and Palm Beach Sheriff's Office. He is a college graduate who earned an Associate's Degree in Criminal Justice from Indian River State College. Marcus also has several years of security experience, including armed and unarmed service. He demonstrates exceptional communication skills along with considerable expertise in verbal conflict resolution, defensive tactics and security monitoring.

8.3 MANAGEMENT TEAM GAPS

All Points Protective Services LLC recognizes that in any growing company often times management personnel have to wear more than one hat. As a result, often times a gap or gaps may exist until the company is developed enough to have a specific person for every task required. *All Points Protective Services LLC* currently has everything covered and feels very confident that each task is assigned to a very competent member of its management team.

8.4 PERSONNEL PLAN

All Points Protective Services LLC defines its total work force to protect the success of its business plan. All aspects of the business have been sufficiently analyzed to determine each and every position required to run a fully functioning operation that can complete all of the strategies and programs to be undertaken.

9. FINANCIAL PLAN

All Points Protective Services LLC has the awareness that cash and the bottom line are key components of any successful company. Revenues for the company will come from charges and fees generated from operating a security consulting company.

The opportunity to increase revenues is being fully taken advantage of as outlined in its overall marketing strategy. To assure that bottom line adequately follows increases in revenue every cure possible is being taken to control all areas of expenses and overhead. The basis of its financial plan is solid growth, increase in revenues, and controlled expenses.

9.1 IMPORTANT ASSUMPTIONS

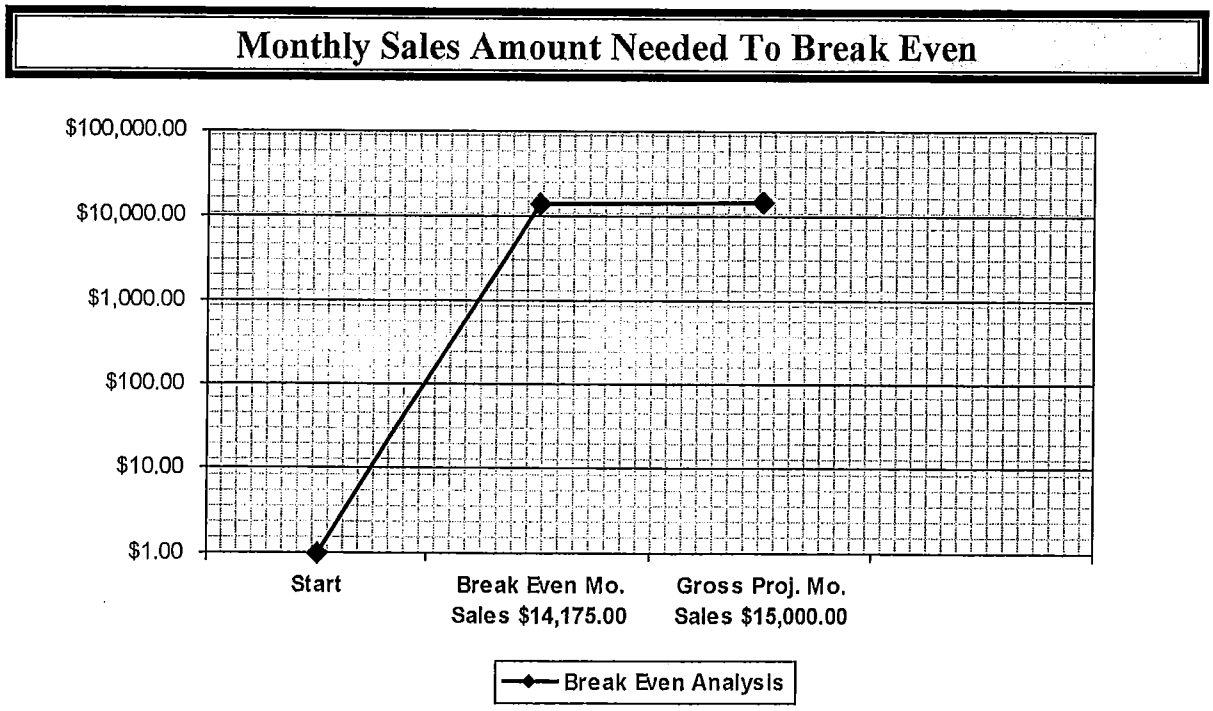
All Points Protective Services LLC makes every effort not to assume any aspect of its operation other than having hard factual data to back up any forecast. The entire management team is constantly reminded to base all programs on highly researched statistical information with the slightest possible margin of variation.

9.2 KEY FINANCIAL INDICATORS

All Points Protective Services LLC recognizes that the most important financial indicators are cash and bottom line. This company will be constantly monitoring the flow of revenue to the company as well as the expense requirements that deplete the company of its cash. *All Points Protective Services LLC* will always improve the ratio of revenue and expenses to generate a healthier bottom line in addition to a healthier cash base.

9.3 EXPLANATION OF BREAK-EVEN ANALYSIS

The breakeven analysis for this company calculates at what point the company becomes profitable, and also at what point the company will be operating at a loss.



The analysis takes into consideration forecasted revenues as well as regular running fixed costs and average per unit sales price also known as per unit revenue. The purpose of this analysis is to maintain insight on financial realities. This information is vital for all kinds of things, from deciding how to price products or service to figuring whether a marketing program is worth the investment. The breakeven point for this company occurs when gross sales in any given month = $14,175.00. Formula: (Gross Profit $180,000.00 / Gross Sales $180,000.00) = 100%. Total Expenses $170,100.00 / 100% as a decimal 1.00 = $170,100.00 / 12 = $14,175.00 (Break even amount monthly).

9.4 EXPLAINED PROJECTED PROFIT AND LOSS

All Points Protective Services LLC sales are forecasted to be increasing on a regular basis. Gross margin is also expected to increase on a regular basis. Breaking down the profit and loss projections and monitoring them on a regular basis is essential to the foundation of the company.

9.5 EXPLAINED PROJECTED CASH FLOW

As stated earlier, *All Points Protective Services LLC* will focus its attention on bottom line and cash. Its projected cash flow is very positive. With forecasted increasing revenues and controls on overhead and expenses it will look to see an increasing bottom line as well as increasing cash.

9.6 EXPLAINED PROJECTED BALANCE SHEET

The projected balance sheet for *All Points Protective Services LLC* highlights total assets, total liabilities, as well as capital. With projected cash flow already established the company balance sheet exemplifies a company whose revenues are increasing as well as its bottom line in cash. The leadership of this company offers its financials as proof positive of the workings of this business plan.

9.7 BUSINESS RATIOS

To clarify and spotlight its financials it presents the following ratios and illustrates an accurate picture with all things having been considered. The first ratio is the current ratio = current assets $5,000.00 divided by current liabilities $0.00. The CURRENT RATIO is to be determined. The second ratio is the quick ratio = (cash $5,000.00 + investments $0.00 + receivables $0.00) divided by current liabilities $0.00. The QUICK RATIO is to be determined. The net profit margin = net profit $9,900:00 divided by gross revenue on sales $180,000.00. The NET PROFIT MARGIN RATIO is 5.5%. The return on investment = net profit $9,900.00 divided by total assets $5,000.00. The RETURN ON INVESTMENT RATIO or ROI is 198%.

9.8 EXPLAINED LONG-TERM PLANS

All Points Protective Services LLC believes that its long-term prospects for a very successful company are excellent. The industry chosen and the strong foundation of the company lend itself to nothing but positive results in the long-term future. With a market sensitive management team and excellent systems in place to monitor competitive shifts or changes *All Points Protective Services LLC* is ideally positioned to continue its successful plan on through the next decade.

10. WEB PLAN SUMMARY

All Points Protective Services LLC observes the increasing importance of the Internet in all that the worldwide web encompasses. This company not only is a participant in the worldwide web but also with its management team will continually strive to have a competitive edge by a significant presence and plans for exposure on the worldwide web. Because of the ever-increasing sophistication and participation on the Internet by the American Consumer, *All Points Protective Services LLC* will apply all of its resources to be the industry leader in utilization of the Internet and its commerce.

10.1 WEB MARKETING STRATEGY

All Points Protective Services LLC recognizes that there are many parts to a company success and its involvement in the Internet. The first part is a fully functioning presentable web site that resonates with the consumer and the personnel of the company. To that end, the management team has assigned the evolving development and maintenance of the web site for *All Points Protective Services LLC.* The second part is a concerted program of search engine optimization to assure that penetration of the marketplace is vast and consistent. Association of company identity and web site presence shall be an integral part of all company promotional activities and materials. The third part is to utilize the company web site in all aspects of sales processing and customer service. The fourth part is to utilize all capabilities on the worldwide web for company banking, training, and procedures.

10.2 DEVELOPMENT REQUIREMENTS

All Points Protective Services LLC sees that the expertise of someone involved with the worldwide web is very specific. The management team is committed to providing ongoing training for those members of the company directly associated with the development of its website, the implementation of search engine optimization, and the adaptability for customer service and other procedures utilizing the world-wide web. In addition to ongoing training, the company will commit an appropriate amount of company resources sensitive to revenues generated by the web site presence. In addition, as it relates to productivity personnel will have access to computer capabilities that tie in the web presence with all of its internal company workings. The development of these programs will be the direct responsibility of an assigned person from its management team.

Balance Sheet *All Points Protective Services LLC*			
Category	**2020**	**2021**	**2022**
Assets			
Current Assets:			
Cash	$5,000.00	$12,500.00	$50,000.00
Accounts Receivable	$0.00	$0.00	$0.00
Inventories	$0.00	$0.00	$0.00
Prepaid Items	$0.00	$0.00	$0.00
Investment Portfolio	$0.00	$0.00	$0.00
Total Current Assets:	**$5,000.00**	**$12,500.00**	**$50,000.00**
Fixed Assets:			
Land	$0.00	$0.00	$0.00
Buildings	$0.00	$0.00	$0.00
Computer, Office and Misc. Equipment	$0.00	$0.00	$0.00
Machinery	$0.00	$0.00	$0.00
Total Fixed Assets:	**$0.00**	**$0.00**	**$0.00**
Intangibles			
Goodwill	$0.00	$0.00	$0.00
Copyrights	$0.00	$0.00	$0.00
Patents	$0.00	$0.00	$0.00
Total Intangibles	**$0.00**	**$0.00**	**$0.00**
Total Curr., Fixed & Intangible Assets	**$5,000.00**	**$12,500.00**	**$50,000.00**
Liabilities			
Current Liabilities:			
Accounts Payable	$0.00	$0.00	$0.00
Accrued Expenses Payable	$0.00	$0.00	$0.00
Total Current Liabilities	**$0.00**	**$0.00**	**$0.00**
Long Term Liabilities:			
Notes Payable	$0.00	$0.00	$0.00
Balloon Payments Due	$0.00	$0.00	$0.00
Total Long Term Liabilities	**$0.00**	**$0.00**	**$0.00**
Total Curr. & Long Term Liabilities	**$0.00**	**$0.00**	**$0.00**
Net Worth = Assets- Liabilities	**$5,000.00**	**$12,500.00**	**$50,000.00**

Profit & Loss Statement ***All Points Protective Services LLC***			
Category	**2020**	**2021**	**2022**
Revenue			
Gross Sales	**$180,000.00**	**$240,000.00**	**$300,000.00**
Less Charge Backs, Returns & Neg. Adjs.	$0.00	$0.00	$0.00
Net Sales	**$180,000.00**	**$240,000.00**	**$300,000.00**
Less Cost Of Goods Sold	$0.00	$0.00	$0.00
Gross Profit	**$180,000.00**	**$240,000.00**	**$300,000.00**
Operating Expenses			
Sales Expenses:			
Advertising and Marketing	$3,000.00	$3,600.00	$4,200.00
Promotions and Various Events	$600.00	$900.00	$1,200.00
Total Sales Expenses	**$3,600.00**	**$4,500.00**	**$5,400.00**
Admin. & General Expenses:			
Salaries and Wages	$120,000.00	$150,000.00	$180,000.00
Bonuses	$300.00	$300.00	$300.00
Employee Benefits	$3,000.00	$3,000.00	$3,000.00
Payroll Taxes 10%	$12,000.00	$15,000.00	$18,000.00
Insurance	$1,500.00	$1,500.00	$1,500.00
Lease Expenses	$12,000.00	$12,000.00	$12,000.00
Office Supplies	$1,200.00	$1,200.00	$1,200.00
Telephone and Internet	$2,400.00	$2,400.00	$2,400.00
Utilities	$3,000.00	$3,000.00	$3,000.00
Licenses, Membership Costs and Dues	$600.00	$600.00	$600.00
Legal & Accounting	$900.00	$900.00	$900.00
Miscellaneous	$300.00	$300.00	$300.00
Automobile and Travel Expenses	$9,000.00	$9,000.00	$9,000.00
Entertainment	$300.00	$300.00	$300.00
Total Admin. & General Expenses	**$166,500.00**	**$199,500.00**	**$232,500.00**
Total Operating Expenses	**$170,100.00**	**$204,000.00**	**$237,900.00**
Profits Or (Losses)			
Operating Profit or (Loss)	**$9,900.00**	**$36,000.00**	**$62,100.00**
Adj. For Other Income (Int. Income, etc.)	$0.00	$0.00	$0.00
Net Income or (Loss) Before Taxes	**$9,900.00**	**$36,000.00**	**$62,100.00**
Income Taxes	$0.00	$0.00	$0.00
Net Income or (Loss) After Taxes	**$9,900.00**	**$36,000.00**	**$62,100.00**

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

Meeting Date: 11/18/2019

Re: Way to Grow Lincoln Park Grant Award - Cynthia Ashley - 1802 Avenue D Facade

SUBJECT:

Approve grant award for Cynthia Ashley, owner of 1802 Avenue D, Fort Pierce, FL, in the amount of $5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Commerical Facade Grant.

SUMMARY:

2018-19 CDBG allocates funds for commercial facade up to $5000. The partnership with Allegany Franciscan Ministries presented grant funding which allows City funds to be leveraged. Cynthia Ashley requested funding to handle Exterior repoairs to include front door replacement, exterior repairs, Gutter instalation, exterior painting, ADA additions, garage door, awning installation and hurricane shutters.

RECOMMENDATION:

Approve grant award for Cynthia Ashley, owner of 1802 Avenue D, to cover facade improvements.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Lincoln Park Revitalization Coordinator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018
Account:	10390025548341
Amount:	5000

OTHER INFORMATION:

This expenditure will be reimbursed to City via CDBG funds.

Attachments

Grant Application and Supporting Documents

Grant Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	11/07/2019 02:56 PM
City Manager	Nick Mimms	11/13/2019 03:12 PM
Form Started By: Caleta Scott		Started On: 11/06/2019 05:37 PM
Final Approval Date: 11/13/2019		

Application Date: 8/22/19

Received by City: (Date/Time): Grants Administration
Do not write in this space

Received by (City Staff Name): AUG 22 2019
Do not write in this space
Received

PLEASE READ THIS ENTIRE DOCUMENT BEFORE BEGINNING.

HISTORIC AVENUE D BUSINESS DISTRICT

COMMERCIAL FAÇADE GRANT

APPLICATION

The City of Fort Pierce is excited to provide this grant opportunity to commercial property owners for façade improvements for qualifying commercial properties located in the Historic Avenue D Business District Target Area, for qualifying façade improvements, up to $5,000. Please see Target Area Map on page 2.

==========

COMMERCIAL PROPERTY ADDRESS: 1802 AVENUE D, FORT PIERCE, FL

AMOUNT OF COMMERCIAL FAÇADE GRANT REQUEST: $5000

==========

PROPERTY OWNER INFORMATION (as listed with St. Lucie County Property Appraiser)

Name of Property Owner/Grant Applicant: Cynthia Ashley

Mailing Address: (address, city, state, zip code) 902 N 19th Street, Fort Pierce, FL 34950

Telephone 772-302-5914 Email: yelhsa2@aol.com

CONTACT INFORMATION If we have questions regarding this application, who shall we contact?

Name: Cynthia Ashley

Telephone: 772-302-5914 Email: yelhsa2@aol.com

HISTORIC AVENUE D BUSINESS DISTRICT
COMMERCIAL FAÇADE GRANT APPLICATION *(continued)*

Are there presently Code Violations registered against this property? __Yes **No**

If yes, describe and/or attach documentation:

_____

_____

_____

GENERAL INFORMATION:

1. Is the application for a single- or multi-tenant commercial structure?
   Single-tenant __Multi-tenant
2. Is the building occupied or vacant? __Occupied **Vacant**
3. If occupied, provide the name of the business(s) and the business type(s) and a copy of the lease agreement(s):
   N/A _____
   _____
4. If vacant, does the building currently meet all local and state code requirements? __Yes **No**
5. If No, will you be making improvements concurrently with your façade grant improvements so that the building meets all local and state code requirements? **Yes** __No
6. If vacant, please describe your plans for this building. **Cynthia's Alterations is currently a home-based business, which will relocate to this commercial location.**

Please Note the Following: Vacant commercial buildings are eligible for this grant program, as long as owners intend to re-activate the building within 90 days of the completion of the commercial façade improvements, with a predominantly commercial use.

Owners should provide proof of tenant agreements if a specific tenant is scheduled to occupy the space.

If no tenant is scheduled to occupy the space at the time of application, the owner must provide proof that the property is in habitable condition as defined by the City's Building Code, or that it will be made to be in habitable condition via a rehabilitation project that will coincide with the façade grant project. **Please see the Grant Guidance, page 3, #G.**

HISTORIC AVENUE D BUSINESS DISTRICT
COMMERCIAL FAÇADE GRANT APPLICATION *(continued)*

PAST GRANT INFORMATION

Has the City of Fort Pierce or the Fort Pierce Redevelopment Agency ever provided a Commercial Façade Grant or any other funding for this property?

If Yes, please explain, listing the year(s) and amount(s) of the grant award(s):

___Yes **___No** ___Unknown

_____

_____

PROJECT INFORMATION

1. **Scope of Work and Cost Estimates:**

   A detailed Scope of Work must be included for the application to be complete. It must adequately describe the work to be done, services needed, products required to complete the façade grant project and timeline for each improvement.

   At least one (1) professional cost estimate (preferably 2) must also be included for the application to be complete. The estimate must be on contractor's letterhead with contractor contact information and adequately estimate the price of the work to be done and all of the materials/products required in completing the façade grant project.

2. After obtaining a signed Grant Contractual Agreement, how long do you estimate it will it take for you to start construction? **2 weeks after approval; based on permitting**

3. How long do you expect it to take to complete your project? **6 weeks**

4. Estimated Total Project Cost per lowest cost estimate (Façade Grant-eligible improvements only): **$5000**

7. Are you undertaking additional improvements at this time which are not Façade Grant eligible? ___Yes **___No**

   If Yes, what is the estimated cost of these improvements: **N/A**

   Please describe these improvements (attach additional pages, if necessary): **N/A**

8. Will you complete these façade improvements if none or only a portion of this grant request is awarded? **Yes** ___No Please explain your Yes or No answer: **This project will take a significantly longer time if grant is not awarded.**

9. In the last year, have you made improvements to the façade, site, or interior of this property? ___Yes **___No**

   If **Yes**, estimate the total cost of these improvements: **N/A**

HISTORIC AVENUE D BUSINESS DISTRICT

COMMERCIAL FAÇADE GRANT APPLICATION *(continued)*

LEGAL AUTHORIZATION FROM THE OWNER OF COMMERCIAL BUILDING

As the legal owner(s) of the property listed in this Commercial Façade Grant application, I/we hereby authorize completion of the façade improvements indicated in this application. My/Our proof of ownership is attached, along with proof that the taxes on this property are not delinquent.

Signature(s) of Owner(s) of Commercial Building Must Be Notarized (use additional pages if necessary)

Property Owner: Today's Date: 8/22/19

Cynthia Ashley
Signature

Cynthia Ashley
Print Name Here

Telephone Number: 7723085914 Email: yelhsa2@aol.com

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared CYNTHIA ASHLEY, who is personally known to me or produced _____, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 22 day of AUGUST, 2019.

NOTARY PUBLIC Caleb Ft My Commission Expires: _____

Property Owner: Today's Date: _____

_____
Signature

_____
Print Name Here

Telephone Number: _____ Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, who is personally known to me or produced _____, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this _____day of _____, 20___.

NOTARY PUBLIC_____ My Commission Expires: _____

HISTORIC AVENUE D BUSINESS DISTRICT

COMMERCIAL FAÇADE GRANT APPLICATION *(continued)*

I acknowledge the following:

- ✓ All statements provided in the application are true and any misrepresentation will void any subsequent Grant Contractual Agreement and or/funding.
- ✓ The Commercial Façade Grant will be used for the project described in this application. A Grant Contractual Agreement must be signed before entering into any contracts, purchasing any materials, or performing any work included in the façade grant project. I understand that failure to comply with the Grant Contractual Agreement may result in forfeiting the grant award.
- ✓ The City of Fort Pierce or the Grants Administration Division is obligated only to administer the grant procedures and is not liable to the applicant, owner, or third parties for any obligations or claims of any nature growing out of, arising out of, or otherwise related to the project or application undertaken by the applicant and/or owner. Additionally, all required permits are the responsibility of the owner/applicant.
- ✓ Acceptable proofs of payment of an eligible invoice include: 1 - A copy of the front and back of a cancelled check to the vendor/contractor containing the vendor/contractor's name, the date the payment was made, the amount paid, a memo line stating what the payment is purchasing, and a signature of the property owner and a receipt on vendor/contractor letterhead with contact information for the vendor/contractor; or 2 - A credit card statement showing the facade grant eligible charges and a paid receipt on vendor/contractor letterhead with contact information for the vendor/contractor.
- ✓ Any unapproved changes to project plans as stated in the approved Scope of Work could void the grant and result in non-payment of funds. If changes to the Scope of Work are necessary, it is the responsibility of the Grant Recipient to immediately contact the Lincoln Park Revitalization Coordinator in writing for additional project review and written approval before continuing with the project.
- ✓ Funding awards will not be increased after notification of the initial award.
- ✓ Grant Recipient will regularly submit monthly progress reports to the Grants Administration Division throughout the duration of project, until the project is completed.

Signature of Property Owner	Printed Name	Date
Cynthia Ashley	Cynthia Ashley	11/5/19
Signature of Property Owner	Printed Name	Date

CAUTION – PLEASE READ:

Project improvements that are part of this Commercial Façade Grant application shall not be started prior to the applicant having a signed Grant Contractual Agreement. This includes entering into any agreements or contracts with contractors or purchasing materials for these improvements. Starting the project prior to having a signed Grant Contractual Agreement with the City will result in a loss of awarded grant funds.

HISTORIC AVENUE D BUSINESS DISTRICT

COMMERCIAL FAÇADE GRANT APPLICATION *(continued)*

APPLICATION CHECKLIST

- ✓ A detailed Scope of Work, which must include all work proposed in the Façade Grant project, including the materials/products to be used.
- _ At least one, preferably two cost estimates for work to be performed and list of materials/products needed - on contractor letterhead with contractor contact information.
- _ Current photograph(s) of the property showing the façades of the building to be improved.
- _ Clear notations made on photographs of the building(s), and/or notations made on separate drawings, illustrating the areas or features of the building that will be improved. Describe in detail the building materials, doors, awnings, landscaping, and other features that will be part of the project. ROD WALLER
- _ Landscape plans showing proposed plant names/species, size of plants at time of planting, and placement of each proposed plant on the site, if needed.
- _ Parking lot plans and/or sketches plans/site plans showing property boundaries, parking spaces (existing and proposed), and other pertinent information, if needed.
- ✓ A written explanation of the project and the improvements proposed, along with a written overview of the business currently in operation in the building to be improved, if applicable.

  If the property is currently uninhabited, please see Page 3, #G in the Grant Guidance for instruction.
- _ Printout from St. Lucie County Property Appraiser's office showing property zoning and proof of ownership of this property.
- _ Property Owner, as listed with St. Lucie County Property Appraiser's office notarized signature on this application.
- _ Proof that property taxes are up to date (not delinquent).

DO NOT INCLUDE:

Staples or Binding. Please use clips or rubber bands only.

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
CYNTHIA'S ALTERATIONS AND MORE 902 N 19TH ST FT PIERCE FL 34950	ASHLEY, CYNTHIA

Business Location*: 902 N 19TH ST

***This business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
November 01, 2019	September 30, 2020	0047014

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
20-00029696	SEWING DRESSMAKING ALTERATIONS/MENDING	

Tax Amount	$13.41
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$18.41

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida

Sunrise City Chdo Inc.
130 S. Indian River Drive
Suite 202
Fort Pierce FL 34950

Estimate

Date	Estimate #
9/27/2019	6660

Name / Address
Cynthia Ashley 1802 Ave D Fort Pierce, FL 34950

Received
SEP 27 2019
Grants Administration

Project

Description	Qty	Rate	Total
Renovation Interior			
Bathroom #1			
R & R Sink	1	433.00	433.00
R & R Commode (Toilet)	1	329.00	329.00
Add Handicap Rail at Commode (Toilet)	1	164.00	164.00
Widen Door Opening to 36 Inches Wide	1	729.00	729.00
Install Door and Handicap door handle	1	341.00	341.00
Bathroom #2			
R & R Commode (Toilet)	1	329.00	329.00
R & R Sink	1	433.00	433.00
Add Molding to top of Wall or Fill in	1	350.00	350.00
Remove and Paint Metal Screen	1	446.00	446.00
Front Area			
Fill in Brick in 2 windows/ Drywall	1	630.00	630.00
Replace Drywall in ceiling (Sections	1	875.00	875.00
Paint Front Area & Ceiling	1	331.00	331.00
Spot Replace Molding as needed	1	181.00	181.00
Install Tile in the front floor area	1	1,528.00	1,528.00
Remove and Paint Metal Screen	1	446.00	446.00
Widen doorway & Replace Interior Door with 36in Door.	1	729.00	729.00
Back Room			
Replace Spot Drywall / Molding	1	345.00	345.00
Remove & Paint Metal Screens and Reinstall	1	446.00	446.00
Interior Total			9,065.00
EXTERIOR / OUTSIDE BUILDING			
Front Door - Replace wood over door with Plexiglass/Glass	1	260.00	260.00
Fill in Holes in Walls & Brick in openings on side of building	1	245.00	245.00
Brick in opening over garage door or use Plexiglass	1	389.00	389.00
Add gutter resulting from rain damage	1	583.00	583.00
Paint Exterior of Building	1	2,864.00	2,864.00
Remove Paint from front door/polish	1	260.00	260.00

State Licenses CGC1515114 CCC1327208 MRSR1492
Phone Number 772-201-2850

Total

Google Maps 1802 Ave D

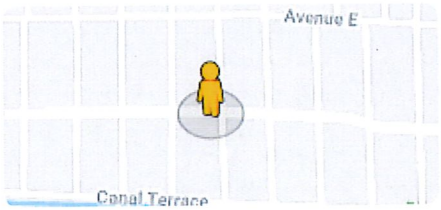


Image capture: May 2019 © 2019 Google

Fort Pierce, Florida

Google

Street View - May 2019



Real Estate Search TPP Search

Saint Lucie County Property Appraiser Real Estate Property Search

Search Type

Enter property address below and results will update as you type. Click on column headings to sort results. Save results with "Export to Excel" button. For general search help click **here**

Site Address

1802 avenue d

Clear Search

Export to Excel | Mail Labels | Records Found: 4

Note: Column sorting is enabled within the results grid. To sort, select a column heading.

Actions	Parcel ID	Owner Name	Site Address	Sale Price	Sale Date
Record Card TRIM Map	2409-602-0288-000-1	Carthon Grady	1802 Avenue D	$100	01/26/2010
Record Card TRIM Map	2409-602-0288-000-1	Ashley Cynthia	1802 Avenue D	$100	01/26/2010
Record Card TRIM Map	2409-602-0288-000-1	Carthon Lloyd	1802 Avenue D	$100	01/26/2010
Record Card TRIM Map	2409-602-0288-000-1	Carthon Roger	1802 Avenue D	$100	01/26/2010

10 items per page

1 - 4 of 4 items

Back to the top

1802 AVE D

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Bill History — Real Estate Account At 1802 Avenue D, Fort Pierce

Print this page

Real Estate Account #2409-602-0288-000/1

There are no unpaid bills.

Get Bills by Email

Amounts as of 10/31/2019

Bill	Balance		Status	Action
2018 Annual Bill	$0.00	03/29/2019	Paid $1,349.24 Receipt #0002-20190329-006329	Print (PDF)
2017 Annual Bill	$0.00	03/28/2018	Paid $1,359.13 Receipt #0107-20180328-002744	Print (PDF)
2016 Annual Bill	$0.00	03/03/2017	Paid $1,345.27 Receipt #0101-20170303-001702	Print (PDF)
2015 Annual Bill	$0.00	02/29/2016	Paid $1,233.47 Receipt #0113-20160229-002276	Print (PDF)
2014 Annual Bill	$0.00	03/24/2015	Paid $1,216.97 Receipt #0119-20150324-001817	Print (PDF)
2013 Annual Bill	$0.00	02/21/2014	Paid $1,215.79 Receipt #0025-20140221-010163	Print (PDF)
2012 Annual Bill	$0.00	02/21/2013	Paid $1,179.01 Receipt #0121-20130221-004138	Print (PDF)
2011 Annual Bill	$0.00	03/29/2012	Paid $1,182.76 Receipt #0120-20120329-006106	Print (PDF)
2010 Annual Bill	$0.00	11/30/2010	Paid $1,201.01 Receipt #0117-20101130-002790	Print (PDF)
2009 Annual Bill	$0.00	11/25/2009	Paid $1,248.14 Receipt #21-20091125-000949	Print (PDF)
2008 Annual Bill	$0.00	11/05/2008	Paid $1,354.17 Receipt #03-20081105-000612	Print (PDF)
2007 Annual Bill	$0.00	11/30/2007	Paid $1,391.94 Receipt #69-20071130-000301	Print (PDF)
2006 Annual Bill	$0.00	11/09/2006 *Effective 11/08/2006*	Paid $1,157.85 Receipt #99-20061109-005357	Print (PDF)
2005 Annual Bill	$0.00	11/28/2005	Paid $834.07 Receipt #99-20051128-35325	Print (PDF)
2004 Annual Bill	$0.00	11/30/2004	Paid $866.49 Receipt #6-20041130-671	Print (PDF)
2003 Annual Bill	$0.00	11/25/2003	Paid $767.86 Receipt #99-20031125-24008	Print (PDF)
Total Balance	$0.00			There are no unpaid bills.

Terms of service

© 1997–2019, Grant Street Group.

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the **CITY OF FORT PIERCE**, hereinafter referred to as the **"Grantor"** and **CYNTHIA ASHLEY,** hereinafter referred to as the **"Recipient"**.

WITNESSTH

WHEREAS, Recipient is in the process of remodeling the commercial property located at **1802 AVENUE D, Fort Pierce, Florida**; rehabilitating a structure that was previously in a serious state of blight and decay; and

WHEREAS, the Grantor has approved the granting of available Community Development Block Grant (CDBG) funds, not to exceed the amount of **$5000 (Five Thousand Dollars)**; and

WHEREAS, the Grantor has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support commercial rehabilitation, neighborhood revitalization and job creation; and

WHEREAS, Recipient warrants and represents he/she is the current legal owner of **1802 AVENUE D, Fort Pierce, Florida,** further described as Parcel Identification Number **2409-602-0288-000-1** in the records of the St. Lucie County Tax Assessor, and possesses legal authority to enter into this Agreement; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. This specific grant is for rehabilitation and improvements of real property owned by the Recipient. The specific rehabilitative building improvements to be provided, including intended or anticipated uses for the Grant funds by Recipient are set forth in Exhibit "A" to this Agreement.
2. The requirements for approval and reimbursement of expenditures of Grant funds contemplated by this Agreement are set forth in Exhibit "B" of this Agreement.
3. This Agreement shall take effect on the date executed by the Grantor and shall conclude on or before September 30, 2020.
4. Grantor agrees to reimburse 100%, upon submission of approved invoices, as specified in the Agreement and Exhibits thereto, up to the agreed amount of **$5000**

(Five Thousand Dollars), to be submitted by Recipient for review and consideration by Grantor no later than **December 31, 2019**, within the stated term of this Agreement. Recipient agrees to submit invoices and proof of payment to the Grantor for payment of approved expenditures covered by this Agreement and schedule time for City Staff to inspect performed work.

5. All funds from Grantor to Recipient are being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Exhibit A. Recipient shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities. Recipient shall not claim reimbursement for any portion of its obligations which it has been paid by another source of revenue.

6. Publications, press releases, media productions, etc., produced by the Recipient shall include the following statement:

   Sponsored in part by a grant award from the City of Fort Pierce's Historic Avenue D Business District Commercial Façade Improvement Program.

7. **Davis Bacon Requirements.** The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. All contractors and sub-contractors performing tasks related to this commercial façade grant are required to submit completed Davis Bacon documentation for each payroll provided during the course of this project.

8. Recipient agrees to submit to Grantor written progress/status reports, through the City Grants Administrator, on a monthly basis, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project.

9. The Recipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the rehabilitation services performed under this Agreement, and shall further document all transactions so that all expenditures may be properly audited. Recipient expressly agrees that funds received by it through this Agreement shall not be used for any purpose outside the scope defined in this Agreement except that the parties may jointly agree in writing hereinafter to such further uses for the funds as may be necessary to accomplish goals and objectives contemplated under this grant. Recipients, shall retain all project records, books, papers, receipts, and documents for a period of not less than five (5) years after the project terminates and grants the Grantor, at its election, the option of retaining upon completion of the work such records as it might deem appropriate to hold in public custody of the Grantor.

10. The Recipient agrees that the Grantor or any authorized representative may have access to and the right to examine all records, books, papers, receipts, or documents related to the grant or the Recipient's programs benefited by the grant and the Recipient warrants that all such project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates.

11. The Recipient agrees to obtain all necessary permits for intended improvements or activities within the scope of funding provided for by this Agreement.

12. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence or liabilities committed by or incurred by the Recipient, its staff or clientele.

13. Recipient hereby agrees to defend, hold harmless, and indemnify the Grantor, its' agents, servants, and employees from and against any and all claims, liabilities for debts, losses obligations, or causes of action which may arise from any negligent or intentional misconduct, act or omission of the Recipient, its agents, servants, or employees in the performance of any services contemplated under this agreement.

14. No payment, however, final or otherwise, shall operate to release the Recipient from any obligations under this Agreement.

15. Nothing contained in this Agreement is intended to, nor shall it be construed in any manner to create or establish an employer-employee relationship, joint venture, partnership, or any other legal relationship between the parties, nor shall any employee or agent of the Recipient by virtue of this Agreement be an employee of the Grantor for any purpose whatsoever, nor shall any employee or agent of the Recipient be entitled to any of the rights, privileges or benefits of Grantor's employees. The Recipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. The Recipient assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. Under no circumstances shall the Grantor be deemed a contractor, employer or project owner for purposes of Fla. Stat. § 440.10.

16. The Recipient shall maintain at all times a general policy or policies of insurance so as to insure the work in progress, including coverage for public liability, fire, flood, worker's compensation and comprehensive loss.

17. The obligations of the Grantor under this Agreement are subject to the availability of funds lawfully appropriated for its purposes by the Grantor, as well as Recipient's compliance with any conditions and terms imposed herein.

18. The Recipient warrants and represents they possess the authority to enter into this Agreement, that there are no restrictions or prohibitions contained in any Article of Incorporation or By-laws against entering into this Agreement, and that it possesses

the authority and ability to undertake all obligations required of them in this Agreement.

19. The Grantor reserves the right to terminate this Agreement or to reduce the contract funding provided for herein, or to obtain reimbursement of monies previously paid if the Recipient:

    a. Fails to file required reports; or

    b. Materially fails to comply with any provision of this Agreement; or

    c. Expends funds under this Agreement for activities, services, or items outside the scope of what is provided for herein.

    In the event Grantor terminates this Agreement, the Recipient shall be required to return all funds not used as of the date of termination.

20. Any notice, request, demand, or other communication required or permitted by this Agreement shall be made in writing and shall be provided by any of the following methods and to the following parties and locations:

    a. Hand delivery

    b. Mailed registered or certified mail, return receipt requested.

GRANTOR:	**COPIES TO:**
City of Fort Pierce	Grants Administration Division
PO Box 1480	100 North U.S. Hwy. 1
Fort Pierce, FL 34954	Fort Pierce, FL 34950

RECIPIENT:
Name: **CYNTHIA ASHLEY**
Address: **1802 AVENUE D, FORT PIERCE, FLORIDA 34950**

21. This Agreement shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

22. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

23. Recipient warrants and represents that all of its employees are treated equally during employment without regard to race, creed, religion, color, age, sex, family status, national origin or handicap. Recipient warrants and represents that they shall not deny assistance to exclude any person from participation any person or entity based on

race, creed, religion, color, age, sex, family status, national origin or handicap.

24. Recipient warrants that it will establish and adopt policies and safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, whether for themselves or those with whom they have business, family, or other ties.

25. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter in this Agreement that are not contained in this Agreement. Accordingly it is agreed that no deviation from the terms hereinshall be allowed. Any modification or alteration of this Agreement shall be by written document executed with the formality and of equal dignity herewith.

26. Without the written consent of the Grantor, this Agreement is not assignable by Recipient.

27. If any term or provision herein or the application thereof shall be held invalid or unenforceable as to any person or circumstance, then the application of such term or provision to other persons or circumstances shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Grantor and the Recipient have executed this Agreement as of the date first about written.

CITY OF FORT PIERCE, FLORIDA

Grantor: Attestation:

By:_____ By: _____
Linda Hudson Linda Cox
Mayor City Clerk

Approved as to form and correctness:

_____
Pete Sweeney
City Attorney

Recipient: _____

By: _____
Signature of Person Eligible to Sign on Behalf of Business

EXHIBIT A

1. This Historic Avenue D Business District Commercial Façade Improvement Grant Award to **CYNTHIA ASHLEY** is for the renovation of property located at **1802 AVENUE D, FORT PIERCE, FL 34950**. This grant will provide funds to assist with property improvements, including landscaping, fencing, signage, as submitted in the attached grant application.

2. The grantee will provide to the Grantor proof of the following prior to receiving reimbursement payment(s):

   a. Copies of all invoices and proof of payment for purchases associated with this award;

   b. Inspection of project by City Staff; and

   c. Monthly Progress Reports.

3. The grantee will include language in any contract and subcontract to contractually commit each agent, contractor and sub grantee to compliance with this agreement.

4. If, at any time, the Recipient is unable to comply with any provision of this agreement, the Grantor shall be notified immediately.

5. Funds awarded under this grant contract must be expended by September 30, 2020. Expended means the purchases identified herein have been fulfilled, as evidenced by documentation of final payment to Recipient by Grantor.

APPROVED GRANT AWARD **$5000.00**

In order to insure expenditure of funds, Recipient will provide to the Grantor no less than a monthly status report on the progress of the project(s).

Exhibit B

Commercial Façade Grant
Award Disbursement Schedule

_X_ Funds shall be disbursed upon receipt of invoice(s) for services or materials, proof of payment of said invoice(s) and visual inspection of materials and/or work performed by City Staff.

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

Meeting Date: 11/18/2019

Re: Way to Grow Lincoln Park Grant Award - Cynthia's Alterations (Relocation)

SUBJECT:

Approve grant award for Cynthia Ashley, owner of Cynthia's Alterations & More, in the amount of $10,000, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

SUMMARY:

2018-19 CDBG allocates funds for small businesses of up to $3000. The partnership with Allegany Franciscan Ministries presented grant funding of up to $7000 for each small business in this program. Cynthia Ashley wishes to complete interior renovations at the commercial building she owns at 1802 Avenue D. Mrs. Ashley's application included business plan and multiple interior renovation quotes.

RECOMMENDATION:

Approve grant award for Cynthia's Alterations & More to cover business relocation expenses.

ALTERNATIVES:

Do not approve this grant award.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Lincoln Park Revitalization Coordinator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018
Account:	10390025548410
Amount:	3000.00

OTHER INFORMATION:

This expenditure will be reimbursed to the City via 2018 CDBG funds.

Attachments

Grant Application and Supporting Documents

Grant Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	11/07/2019 02:55 PM
City Manager	Nick Mimms	11/13/2019 03:12 PM

Form Started By: Caleta Scott
Started On: 11/06/2019 05:18 PM
Final Approval Date: 11/13/2019

Date application received
(to be filled out by City): OCT 22 2019

Received
Grants Administration

City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

Application

1. Name of Business: **CYNTHIA'S ALTERATIONS & MORE**
2. Type of Business: **Alterations and Upholstery Shop**
3. Business Owner:

   Name: **Cynthia Ashley**

   Address: **1802 AVENUE D, FORT PIERCE, FL**

   Phone (Best Contact #): **772-302-5914**

4. Business Relocation Information (for **EXISTING** businesses **RELOCATING** to Target Area)

   Business Previous Address: **902 N 19th Street, Fort Pierce, FL 34950**

   How Long Have You Been in Business? **2017**

   Identify all anticipated relocation expenses:

Rent Differential:	$
Moving Cost:	$
Initiation & Hook-up of Utilities:	$
Equipment Setup Costs:	$
Interior Remodeling:	$ 8500
Signage:	$ 500
Fees (permits, deposits, etc.):	$ 1000
Other (list at right):	$
Total Anticipated Expenses:	$ **10,000**

   Note: Provide written estimates (with contact info for each estimate) for each expense listed above)

5. Business Startup Information (for **NEW** businesses **OPENING** in Target Area)

   Identify all anticipated expenses:

Rent:	$
Initiation & Hook-up of Utilities:	$
Equipment Setup Costs:	$
Interior Remodeling:	$
Signage:	$
Fees (permits, deposits, etc.):	$
Other (list at right):	$
Total Anticipated Expenses:	$

   Note: Provide written estimates (with contact info for each estimate) for each expense listed above)

City of Fort Pierce
Historic Avenue D Business District
Small Business Startup/Relocation Grant Program

6. Business Plan prepared by: N/A - NOT A STARTUP

   Name: _____

   Address: _____

   Phone (Best Contact #): _____

Statement of Understanding

The applicant (undersigned) agrees to comply with the guidelines of the Historic Avenue D Business District Business Startup/Relocation Grant Program.

Approved recipients of this grant award may opt to have invoices paid directly from the Grants Administration Division to the grant recipient's selected vendors or to receive the grant funds as a reimbursement when approved invoices and proofs of purchase are provided for reimbursement.

The applicant further understands that the applicant must submit detailed cost documentation to be considered for this grant award.

Business Owner Signature: Cynthia Ashley Date: 10/5/19

Business Owner Name (Print) Cynthia Ashley

Property Owner Signature: _____ Date: _____

Property Owner Name (Print) _____

Return this application with proper signatures and all required attachments to:

City of Fort Pierce Grants Administration Division / Attn: Historic Avenue D Business District Business Startup/Relocation Grant Program / Fort Pierce City Hall / 100 North U.S. Hwy. 1 / Fort Pierce, Florida 34950.

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
CYNTHIA'S ALTERATIONS AND MORE 902 N 19TH ST FT PIERCE FL 34950	ASHLEY, CYNTHIA

Business Location*: 902 N 19TH ST

***This business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
November 01, 2019	September 30, 2020	0047014

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
20-00029696	SEWING DRESSMAKING ALTERATIONS/MENDING	

Tax Amount	$13.41
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$18.41

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida



Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

Fictitious Name Detail

Fictitious Name

CYNTHIA'S ALTERATIONS & MORE

Filing Information

Registration Number	G18000021563
Status	ACTIVE
Filed Date	02/09/2018
Expiration Date	12/31/2023
Current Owners	1
County	ST. LUCIE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

902 N.19TH STREET
FT. PIERCE, FL 34950

Owner Information

ASHLEY, CYNTHIA MARIE
902 N. 19TH STREET
FORT PIERCE, FL 34950
FEI/EIN Number: NONE
Document Number: NONE

Document Images

02/09/2018 -- Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

Sunrise City Chdo Inc.
130 S. Indian River Drive
Suite 202
Fort Pierce FL 34950

Estimate

Date	Estimate #
9/27/2019	6660

Name / Address
Cynthia Ashley 1802 Ave D Fort Pierce, FL 34950

Project

Description	Qty	Rate	Total
36 inch Cement Wheelchair ramp at front door	1	2,765.00	2,765.00
Install Hurricane Shutter or Bars or Metal screen to front glass window for security	1	1,685.00	1,685.00
Install security gate at garage door	1	543.00	543.00
Install Awning over front door.	1	100.00	100.00
Replace and Install Garage door	1	1,280.00	1,280.00
Exterior Total			10,974.00
Inkind Services By Sunrise City CHOD Inc.	1	-5,039.00	-5,039.00
Notes: Estimate Includes All Construction Fees ie (Permit Fees, Dump Fees, Final Clean Up) $5,000.00 Exterior Cost $10,000.00 Interior Cost			

State Licenses CGC1515114 CCC1327208 MRSR1492
Phone Number 772-201-2850

Total $15,000.00

Sunrise City Chdo Inc.
130 S. Indian River Drive
Suite 202
Fort Pierce FL 34950

Estimate

Date	Estimate #
9/27/2019	6660

Name / Address
Cynthia Ashley 1802 Ave D Fort Pierce, FL 34950

Received
Received
SEP 27 2019
Grants Administration
Grants Administration

Project

Description	Qty	Rate	Total
36 inch Cement Wheelchair ramp at front door	1	2,765.00	2,765.00
Install Hurricane Shutter or Bars or Metal screen to front glass window for security	1	1,685.00	1,685.00
Install security gate at garage door	1	543.00	543.00
Install Awning over front door.	1	100.00	100.00
Replace and Install Garage door	1	1,280.00	1,280.00
Exterior Total			10,974.00
Inkind Services By Sunrise City CHOD Inc.	1	-5,039.00	-5,039.00
Notes: Estimate Includes All Construction Fees ie (Permit Fees, Dump Fees, Final Clean Up) $5,000.00 Exterior Cost $10,000.00 Interior Cost			

State Licenses CGC1515114 CCC1327208 MRSR1492
Phone Number 772-201-2850

Total $15,000.00

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2019**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **CYNTHIA'S ALTERATIONS & MORE,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2016-2020 5 Year Consolidated Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the subrecipients' mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The specific project to be provided, including intended uses for the Grant funds by **Subrecipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. **Grantor** agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Subrecipient,** up to the agreed amount of **$10,000** (Ten Thousand Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Subrecipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2018-2019 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce's/ Way to Grow Lincoln Park Start or Relocate Grant Program

6. Subrecipient agrees to submit to **Grantor, through the Grants Administration Division,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2020.**

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires subrecipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the subrecipient, and the value of the property in question is less than $5,000, the subrecipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the subrecipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any

employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
ATTEST: CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Pete Sweeney, City Attorney

SUBRECIPIENT: **CYNTHIA'S ALTERATIONS & MORE**

By: _____
Cynthia Ashley

Print: _____

Title: **Owner**

Today's Date: _____

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

Meeting Date: 11/18/2019

Re: FDOT Proposed Lighting Agreement

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

SUBJECT:

Approval of contract for FDOT lighting improvements located at the intersection of US1 (SR5) and Virginia Ave.

SUMMARY:

FDOT will be adding a right turn lane on US1 for westbound Virginia Avenue traffic. The existing lighting adjacent to this project will need to be relocated. FPUA will be performing the lighting portion of the project and FDOT will reimburse the cost associated.

RECOMMENDATION:

Approve contract.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Engineering Department

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2020

Account: 00140065414320

Amount: 7306.00

OTHER INFORMATION:

All funds expensed for this project will be reimbursed by FDOT.

Attachments

FDOT Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/08/2019 05:07 PM

Form Started By: Linda Cox Started On: 11/06/2019 02:23 PM

Final Approval Date: 11/08/2019

Financial Project ID: 436868-1-56-01	**Federal Project ID:**
County: St. Lucie	**State Road No.: 5**
District Document No:	
Utility Agency/Owner (UAO): City of Fort Pierce	

THIS AGREEMENT, entered into this _____ day of_____, year of_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Fort Pierce**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns poles located within the road right of way, the road identified as State Road 5, from SR-70/Virginia Avenue. to N/A (the Road), which poles are available for the installation of lighting (said poles being hereinafter referred to as the "Poles"); and

WHEREAS, the **FDOT** desires to have the Road illuminated; and

WHEREAS, the **UAO** is an electric utility as defined in Section 366.02(2), Florida Statutes; and

WHEREAS, the **FDOT** has determined that it is in the best interest of the public to enter into an agreement with **UAO** pursuant to Section 337.11(15), Florida Statutes under which the **UAO** will illuminate the Road;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Provision of Illumination Services

a. The **UAO** shall illuminate the Road in accordance with **FDOT** standards. Subject to the terms and conditions contained herein, illumination services shall continue until such time as **FDOT** notifies the **UAO** to discontinue the illumination services.

b. The **UAO** shall be responsible for taking any and all actions as may be necessary to illuminate the Road, including, but not necessarily limited to, installation of such facilities and equipment as is necessary to properly illuminate the Road.

c. Prior to installation of the equipment and facilities to illuminate the Road, the **UAO** shall provide such information (including a proposed work schedule) as is requested by the **FDOT** in order for the **FDOT** to verify that the illumination is acceptable and will be in accordance with **FDOT** standards, and that all work to be performed on **FDOT** right of way will be performed properly in accordance with **FDOT** standards for performance of such work. The **UAO** shall make such changes to the proposed illumination as the **FDOT** requests.

d. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning installation of the equipment and facilities to provide the illumination services and when the **UAO** stops, resumes, or completes the work. The work shall be completed within the time frame as specified in the schedule provided by the **UAO** to the **FDOT** pursuant to subparagraph 1.c. above.

2. Cost of Illumination Services

a. The **FDOT** agrees to pay the **UAO**, after illumination services have begun, a one-time service charge equal to the incremental costs that the **UAO** incurred for installing the equipment and facilities for providing the illumination of the Road. The incremental costs are estimated to be $ 7,306.00. The **UAO** shall obtain written approval from the **FDOT** prior to incurring any incremental costs which exceed the estimated amount stated above.

b. The method to be used in calculating the incremental costs shall be one of the following (check which option applies):

☒ Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).

☐ An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.

3. Invoice Procedures for Cost of Illumination Services

The following terms and conditions apply to the invoice submitted pursuant to this Agreement for payment of the cost of illumination services:

a. The **UAO** shall submit a final invoice to the **FDOT** for payment of all costs within one hundred and eighty (180) days after illumination services have commenced. The **UAO** waives all right of payment for invoices submitted more than one hundred eighty (180) days after illumination services have commenced.

c. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.

d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.

e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.

f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.

g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.

h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.

i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.

j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.

k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.

m. PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. Maintenance of Illumination Equipment and Facilities

The following terms and conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

a. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the equipment and facilities.

b. The equipment and facilities shall be maintained pursuant to a separate agreement between a city or county and the **UAO**. In the event that the city or county fails to comply with that separate agreement, the **UAO** may terminate the illumination services, provided, however, that the **UAO** shall first notify the **FDOT** in writing and provide the **FDOT** with a reasonable opportunity to cure the noncompliance prior to terminating the illumination services.

c. The **UAO** shall not engage in any act or omission which in any way interferes with the continued provision of illumination services, including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

5. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies

which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) Withhold invoice payments until the breach is cured.

(4) Offset any damages suffered by the **FDOT** or the public against payments due under this Agreement. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.

(5) Suspend the issuance of further permits to the **UAO** for the placement of utilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

(6) Pursue any other remedies legally available.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) If the breach is a failure to pay an invoice for cost of the illumination services, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

6. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

a. The **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the illumination services covered by this agreement, and such compliance will be governed by the method checked below:

☒ The **UAO** will provide all or part of such illumination services by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.

☐ The **UAO** will perform all of the illumination services entirely with the **UAO's** forces and Appendix "A" of Assurances is not required.

☐ The illumination services involved are agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.

☐ The **UAO** will provide all such illumination services entirely by continuing contract, which contract to provide all future illumination services was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

b. The **UAO** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement. Specifically, if the **UAO** is acting on behalf of a public agency the **UAO** shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the **UAO**.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the **UAO** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the **UAO** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The **UAO** shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the **UAO** and shall promptly provide the Department a copy of the **UAO's** response to each such request.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

e. Time is of the essence in the performance of all obligations under this Agreement.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:
Mike Reals, City of Fort Pierce, Director of Public Works
100 N. U.S. Highway 1, fort Pierce, FL 34950
MReals@fppwd.com / (772)467-3811

If to the **FDOT**
Yenny Soca, District Utilities Administrator
3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309
Yenny.Soca@dot.state.fl.us / (954)777-4128

g. **UAO**:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **UAO** during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Fort Pierce

BY: (Signature) _____ **DATE:** 10/29/19

(Typed Name: Nicholas C. Mimms)

(Typed Title: City Manager)

District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: Steve Braun, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: (Signature) _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

Attachments

1. Appendix A of Assurances
2. Utility Work Estimate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

(Appendix A of Assurances)

Financial Project ID: 436868-1-56-01	**Federal Project ID:**
County: St. Lucie	**State Road No.: 5**
District Document No:	
Utility Agency/Owner (UAO): City of Fort Pierce	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest **(hereinafter referred to as the UAO)**, agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or $2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or $2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ESTIMATE

December 14, 2016

FDOT PROJECT INFORMATION

Financial Project ID: 436868-1-52-01	Federal Project ID: NA
State Road Number: SR 5	County: St. Lucie
FDOT Plans Dated: 04/01/19	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: FPUA (Elec & Gas)	Job No. or Work Order No.: 20170087-1	
UAO Project Rep: Paul Laguerre	Phone: 772-466-1600	E-mail: plaguerre@fpua.com
UAO Field Rep: Bill Kaeff	Phone: 772-466-1600	E-mail: bkaeff@fpua.com

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
Preliminary Engineering	$285.20	0%	$285.20
Right of Way Acquisition			0
Construction Engineering	$142.60	0%	$142.60
Construction Labor	$3,718.20	0%	$3,718.20
Materials and Supplies	$410.03	0%	$410.03
Transportation & Equipment			0
Contract Construction	$2,750.00	0%	$2,750.00
Miscellaneous Expenses			0
		Total Cost Estimate =>	$7,306.03

SECTION B: DEDUCTIONS

Item	Item Value ($)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	$7,306.03
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	$7,306.03

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. _____ Date 5 / 22 / 19

Name Paul Laguerre

Title Utility Designer

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

Meeting Date: 11/18/2019

Re: Demolition Lien - 1807 Orange Avenue

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

SUBJECT:

Approve waiver of fees in the amount of $1,969.89 associated with demolition lien against 1807 Orange Avenue, Ft. Pierce, FL - Parcel ID Number 2409-701-0021000-6 previously owned by CM Treasure Coast Property Inc., 729 S. Federal Highway, Suite 210, Stuart. FL 34994 and currently owned by JoHo Properties LLC c/o Hoyt C Murphy, 2400 S Ocean Drive #4200, Ft. Pierce, FL 34949, contingent upon payment of $1,531.67 payable in 30 days.

SUMMARY:

The request is made by Mr. Murphy, managing member for the partnership of JoHo Properties LLC who owns two adjoining lots. They have now purchased the 1807 Orange Avenue lot and paid 7 years back taxes and had the illegally parked vehicles removed. It is their intent to combine the lots to create a parcel large enough to attract a commercial user which would benefit the Orange Avenue corridor.

RECOMMENDATION:

Staff recommends waiving the interest, penalties, and administrative fees in the amount of $1,969.89 contingent upon paying the balance of $1,531.67 in 30 days.

ALTERNATIVES:

Deny the applicant's request for reduction.
Determine an alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2020

Fiscal Year: 2020

Amount: 1,531.67

OTHER INFORMATION:

$1,531.67 to the general fund.

Attachments

Request
Breakdown
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/06/2019 08:00 AM

Form Started By: Colleen Greer
Started On: 11/04/2019 04:21 PM
Final Approval Date: 11/06/2019

Demolition

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	11/1/19				
Property address:	1807 Orange Ave				
Owner(s) of record:	JoHo Properties LLC c/o Hoyt Murphy JR				
Mailing address:	2400 S. Ocean Dr #4/2000d Fort Pierce FL 34949				
Property tax ID #:	2409-701-0021-0006				
Original purchase date:	10/30/19	Original purchase price:	$1,000 + $5,466 BACK TAXES		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	Hoyt Murphy	Relationship to owner(s)	managing member of Partnership		
Telephone #:	—	Mobile phone #:	772-971-7124		
E-mail:	Hoytmurphy@hotmail.com	Preferred contact method:	E-mail		
What are owner(s) intentions for property:	this 50' Lot was not buildable. We own the 2 Adjacent lots. We have paid off all back TAXES & have all illegally parked vehicles removed that neighbor had on on 3 lots				
Are there current code violations?	☒ No	☒ Yes	Explain: (please attached notice) We have had the neighbor (Willy's Towing) remove all his illegally parked cars off lot)		
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?		

City incurred charges (lot clearing, demolition, etc)	$ 1,531.67
Administrative fees	$ 100.00
Interest	$ 1,558.56
Penalties	$ 311.33
TOTAL AMOUNT DUE TO CITY	$ 3,501.56
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 1,969.89
DOLLAR AMOUNT I AGREE TO PAY	$ 1,531.67

Signature of Owner or Representative — 11/1/19 Date — Hoyt C. Murphy JR Printed Name

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: 1807 ORANGE Ave

Property Owner: JoHO Properties LLC (Recently Purchased)

Mailing Address: 2400 S. Ocean Dr. #4200 of Fort Pierce FL 34949

Telephone #: 772-971-7424 Cell Phone #:

E-Mail Address: HOYTMURPHY@Hotmail.com

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

Thomas_Rouse@comcast.net

I, Hoyt C Murphy JR, 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:

My partnership owns the 2 Adjoining Lots (1805 Orange Ave) at the SW Corner of Orange & 18th St. We have properly mowed & kept Trash off our 2 lots for the Last 4 Years of ownership. We just purchased this 50' Lot from Sheila Cueto. It is unbuildable by itself, the owner had not paid property TAXES for 18 Years. We just purchased & paid off all back TAXES. We have had Willy's Towing remove all his illegally parked Truck & Vehicles on these lots. Eventually we ~~[illegible]~~ want to coordinate with neighboring lots to create a Large enough parcel to Attract a significant commercial user which would be of great benifit for the Orange Ave corridor.

Signed: _____ Date: 10/31/19

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Hoyt C Murphy JR who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 31st day of October, 2019.

_____

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
ANNETTE KINSER
MY COMMISSION # GG 032030
EXPIRES: December 13, 2020
Bonded Thru Notary Public Underwriters

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1807 Orange Ave

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

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), 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 considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative — Date 10/31/19

COFP – APPLICATION PROCESS DETERMINATION

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

☐ Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

Maryann M Anaiz — City Representative — Date 11/4/19

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4636299 OR BOOK 4340 PAGE 1477, Recorded 10/31/2019 02:48:29 PM Doc Tax: $7.00

This instrument prepared by
and return to:

Edward W. Becht, P.A.
321 S. Second Street
Fort Pierce, FL 34950

Property Tax I.D. No: 2409-701-0021-000-6
Purchase Price: $1,000.00

[Space Above This Line For Recording Data]

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, made this 30 day of October, 2019, between **SHEILA E. CUETO, a single adult,** whose mailing address is 3167 SW Bessey Creek Trail, Palm City, FL 34990, Grantor, and **JOHO PROPERTIES, LLC,** a Florida limited liability company, whose mailing address is 2400 South Ocean Drive, # 4200 D, Fort Pierce, FL 34949, Grantee:

(Whenever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS **($10.00),** in hand paid by the said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **St. Lucie,** State of **Florida,** to-wit:

Lot 3, Block 2, less the North 17 feet thereof, ROY G. HILLIARD'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 4, Page 17, of the Public Records of St. Lucie County, Florida.

Grantor hereby covenants, represents, and affirms that the above-described property is not now, nor has it ever been, her residence or homestead and is not contiguous to her residence or homestead. Grantor resides at 3167 SW Bessey Creek Trail, Palm City, FL 34990.

The Subject Property is vacant land.

Title to subject property not examined by scrivener. Legal Description provided by Buyer without the benefit of title insurance or survey.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

IN WITNESS WHEREOF, The said grantor has signed and sealed these presents the day and year first above written.

Signature and Notary on following page.

Signed, sealed and delivered in the presence of:

Print: SHERRY RAO

Print: Becky BICH Ngoc TRAN

SHEILA E. CUETO, Grantor

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 30 day of October, 2019, by SHEILA E. CUETO, who is [ ] personally known to me, or who has [X] produced FL. DL. LIC. as identification and who [X] did / [ ] did not take an oath.

Notary Public State of Florida
Becky Bich Ngoc Tran
My Commission GG 081789
Expires 06/28/2021

Print: Becky Bich Ngoc TRAN
Title: Notary Public, State of Florida
My Commission expires: 6.28.2021

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **DEMOLITION LIEN REDUCTION**
Address: 1807 Orange Avenue, Fort Pierce, FL
Parcel ID#: 2409-701-0021-000-6
Owner: JoHo Properties LLC

DATE: November 18, 2019

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	$1,531.67	$1,869.89	$100.00
TOTAL	$1,531.67	$1,869.89	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$1,969.89
CANNOT BE WAIVED (ALL DEMOLITION COSTS)	$1,531.67
	$3,501.56

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

Property Identification

Site Address: 1807 ORANGE AVE	Parcel ID: 2409-701-0021-000-6	Account #: 22170	Sec/Town/Range: 09/35S/40E
Use Type: 1000	Jurisdiction: Fort Pierce	Map ID: 24/09S	Zoning: General Co

Ownership

Joho Properties LLC

2400 S Ocean DR Apt 4200D
Fort Pierce, FL 34949

Legal Description

ROY G HILLIARDS S/D BLK 2 LOT 3-LESS N 17 FT FOR ST-

Current Values

Just/Market:	$15,000	Assessed:	$15,000
Exemptions:	$0	Taxable:	$15,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2019	$15,000	$15,000	$0	$15,000
2018	$15,000	$15,000	$0	$15,000
2017	$15,000	$15,000	$0	$15,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-30-2019	4340 / 1477	0111	QC	Cueto Sheila	$1,000
10-29-2013	3585 / 0231	0311	PR	Cueto (EST) Leo	$0
10-26-2004	2085 / 0163	XX02	QC	3 Golden Holdings LLC	$100

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

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

Interior Data

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



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,650
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. f.**

Meeting Date: 11/18/2019

Re: Lot Clearing Lien - 1807 Orange Avenue

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

SUBJECT:

Approve waiver of fees in the amount of $430.25 associated with lot clearing lien against 1807 Orange Avenue, Ft. Pierce, FL - Parcel ID Number 2409-701-0021000-6 previously owned by Leo Cueto (TR), 3167 Bessey Creek Trail, Palm City, FL 34990 and currently owned by JoHo Properties LLC c/o Hoyt C Murphy, 2400 S Ocean Drive #4200, Ft. Pierce, FL 34949, contingent upon payment of $91.80 payable in 30 days.

SUMMARY:

The request is made by Mr. Murphy, managing member for the partnership of JoHo Properties LLC who owns two adjoining lots. They have now purchased the 1807 Orange Avenue lot and paid 7 years back taxes and had the illegally parked vehicles removed. It is their intent to combine the lots to create a parcel large enough to attract a commercial user which would benefit the Orange Avenue corridor.

RECOMMENDATION:

Staff recommends waiving the interest, penalties, and administrative fees in the amount of $430.25 contingent upon paying the balance of $91.80 in 30 days.

ALTERNATIVES:

Deny the applicants request for reduction.
Determine an alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2020

Fiscal Year: 2020

Amount: 91.80

OTHER INFORMATION:

$91.80 to the general fund.

Attachments

Request
Breakdown
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/06/2019 07:59 AM

Form Started By: Colleen Greer
Started On: 11/04/2019 01:53 PM
Final Approval Date: 11/06/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Lot Clearing

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	11/1/19				
Property address:	1807 Orange Ave				
Owner(s) of record:	JOHO Properties LLC c/o Hoyt Murphy JR				
Mailing address:	2400 S. Ocean Dr # 4200	Fort Pierce FL 34949			
Property tax ID #:	2409-701-0021-0006				
Original purchase date:	10/30/19	Original purchase price:	$1,000 + $5,000 Back Taxes		
Property is used for:	☐ Single Family ☐ Multi-family ☐ Commercial		☐ Industrial	☒ Vacant Lot	
Name of person requesting reduction:	Hoyt Murphy	Relationship to owner(s)	managing member for Partnership		
Telephone #:		Mobile phone #:	772-971-7424		
E-mail:	Hoytmurphy@hotmail.com	Preferred contact method:	E-mail		
What are owner(s) intentions for property:	Eventually combine with Adjoining lots to create buildable parcel				
Are there current code violations?	☒ No	☒ Yes	Explain: (please attached notice) we have had the neighbor (Willy's Towing) remove all his illegally parked cars off lot)		
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?		

City incurred charges (lot clearing, demolition, etc)	$ 91.80
Administrative fees	$ 200.00
Interest	$ 192.22
Penalties	$ 38.03
TOTAL AMOUNT DUE TO CITY	$ 522.05
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 430.25
DOLLAR AMOUNT I AGREE TO PAY	$ 91.80

Signature of Owner or Representative Date Printed Name

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: 1807 ORANGE Ave

Property Owner: JoHO Properties LLC (Recently Purchased)

Mailing Address: 2400 S. Ocean Dr. #4200 d Fort Pierce FL 34949

Telephone #: 772-971-7424 Cell Phone #:

E-Mail Address: HOYTMURPHY@Hotmail.com

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

I, Hart C Murphy JR, 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:

My partnership owns the 2 Adjoining Lots (1805 Orange Ave) at the SW Corner of Orange & 18th St. We have properly mowed & kept Trash off our 2 lots for the Last 4 Years of ownership. We just purchased this 50' Lot from Sheila Cueto. It is unbuildable by itself, the owner had not paid property TAXES for 18 Years. We just purchased & paid off all back TAXES. We have had Willy's Towing remove all his illegally parked Truck & vehicles on these lots. Eventually we ~~~~ want to coordinate with neighboring lots to create a Large enough parcel to Attract a significant commercial user which would be of great benifit for the Orange Ave corridor.

Signed: _____ Date: 10/31/19

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Hart C Murphy JR who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 31st day of October, 2019.

_____

Notary Public, State of Florida

ANNETTE KINSER
MY COMMISSION # GG 032030
EXPIRES: December 13, 2020
Bonded Thru Notary Public Underwriters

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1807 Orange Ave

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

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), 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 considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative — Date 10/31/19

COFP – APPLICATION PROCESS DETERMINATION

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

☐ Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

City Representative — Date 11/4/19

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: 1807 Orange Avenue, Fort Pierce, FL
Parcel ID#: 2409-701-0021-000-6
Owner: JoHo Properties LLC

DATE: November 18, 2019

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	$91.80	$250.25	$200.00
TOTAL	$91.80	$250.25	$200.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS) $430.25
CANNOT BE WAIVED (ALL LOT CLEARING COSTS) $ 91.80
$522.05

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

Property Identification

Site Address: 1807 ORANGE AVE	Parcel ID: 2409-701-0021-000-6	Account #: 22170	Sec/Town/Range: 09/35S/40E
Use Type: 1000	Jurisdiction: Fort Pierce	Map ID: 24/09S	Zoning: General Co

Ownership

Joho Properties LLC

2400 S Ocean DR Apt 4200D
Fort Pierce, FL 34949

Legal Description

ROY G HILLIARDS S/D BLK 2 LOT 3-LESS N 17 FT FOR ST-

Current Values

Just/Market:	$15,000	Assessed:	$15,000
Exemptions:	$0	Taxable:	$15,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2019	$15,000	$15,000	$0	$15,000
2018	$15,000	$15,000	$0	$15,000
2017	$15,000	$15,000	$0	$15,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-30-2019	4340 / 1477	0111	QC	Cueto Sheila	$1,000
10-29-2013	3585 / 0231	0311	PR	Cueto (EST) Leo	$0
10-26-2004	2085 / 0163	XX02	QC	3 Golden Holdings LLC	$100

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

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

Interior Data

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



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.15
Land Size (SF):	6,650
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: 11/18/2019

Re: TEAMSTERS CONTRACT

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

SUBJECT:

Approval of contract between the City of Fort Pierce and the Teamsters Local Union Number 769, October 1, 2017 to September 30, 2020.

SUMMARY:

The Teamsters' Contract has been ratified and is ready for Commission Approval. Agreed upon items include:
1. Three percent (3%) annual increase
2. Agreement on the proposed Disability Retirement changes
3. Agreement to a name change for Code Enforcement Officers to Code Compliance Officers
4. Agreement to a one percent (1%) increase in certification incentive for police civilian certifications from 2% to 3%.
5. Agreement to add certification incentives for Public Works Master Gardener and Playground Repair

RECOMMENDATION:

Approval

ALTERNATIVES:

Recommendation as Commission directs.

RESPONSIBLE STAFF:

HR Manager Kevin Browning,
HR Coordinator Barbara Moore

COORDINATED WITH:

Teamsters Business Agent Steve Myers,
Public Works Director Mike Reals

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2019

Amount: 3% Budgeted

OTHER INFORMATION:

Three percent (3%)budgeted in the 2019 budget.

Attachments

Final Contract
Redlined Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/25/2019 08:56 AM
City Manager	Nick Mimms	10/31/2019 10:38 AM

Form Started By: Kevin Browning Started On: 10/24/2019 06:17 PM
Final Approval Date: 10/31/2019

CITY OF FORT PIERCE

AND THE

TEAMSTERS LOCAL UNION NUMBER 769

(GENERAL EMPLOYEE UNIT)

OCTOBER 1, 2017 to SEPTEMBER 30, 2020

Contract Ratified: **10/30/2019**
City Commission Approval: **11/18/2019**

CITY OF FORT PIERCE

UNION CONTRACT

WITH

TEAMSTERS LOCAL UNION NUMBER 769

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ARTICLE 1

PREAMBLE

SECTION 1.0

This Agreement is entered by and between the City of Fort Pierce, Florida, hereinafter referred to as the EMPLOYER and Teamsters Local #769, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to insure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise; and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 2.0

The City of Fort Pierce recognizes Teamsters Local #769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employees Relations Commission in certification #287, excluding all other employees. Employees in an initial probationary period shall have no rights of appeal under the Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.0

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

SECTION 3.1

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

SECTION 3.2

The exercise of the above rights in Sections 3.0 and 3.1 does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of the rights in Section 3.1 is subject to grievance arbitration.

SECTION 3.3

The above rights of the City in Sections 3.0 and 3.1 are not all-inclusive but indicates the type of matters of rights which belong to and are inherent to the City in its capacity as management of the City of Fort Pierce.

SECTION 3.4

If the City determines that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions will continue in case of emergency condition.

ARTICLE 4

SUBCONTRACTING

SECTION 4.0

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

SECTION 4.1

The employer reserves the right to subcontract work while recognizing the Union's obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the Employer agrees to notify the Union at least seven (7) days prior to when the request to subcontract is put on the City Commission Agenda. Simultaneous with such notice to subcontract which displaces regular unit employees, those employees will be notified and permitted to accept vacant advertised budgeted positions of the same job classification within the City. The Union reserves the right to appear before the City Commission and express its position to the City Commission at the time the Commission considers the subcontracting agenda item. The City Commission's decision is final and not subject to appeal through the grievance arbitration procedure.

ARTICLE 5

STRIKES AND LOCKOUTS

SECTION 5.0

There will be no strikes, work stoppages, picket lines**, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union supports the City fully in maintaining normal operations. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that the union shall not be responsible for any act alleged to constitute a breach of the section if neither the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the union and its officers have used every possible means to prevent or terminate such action. It is agreed that any violation of the section shall be grounds for discharge and shall not be subject to a grievance except to determine if the violations did in fact occur.

**Picketing, as used in this article, shall be defined as picketing to support a work stoppage.

SECTION 5.1

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

ARTICLE 6

DISCRIMINATION

SECTION 6.0

Employer and the Union agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age or physical handicap. The Employer and the Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.0

The City agrees to furnish the below listed bulletin board space for the use of the Union. All Union notices will be approved and signed by a Union Representative prior to posting.

1) Public Work's Office (Hallway)

2) Streets Division

3) Building Maintenance

4) Parks Division

5) Garage Division

6) Solid Waste Department

7) Police Department

8) City Hall

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.0

If an employee covered by this Agreement is temporarily assigned to a higher job classification than that which the employee occupies at the time of the temporary assignment, then the employee shall be paid a stipend of one (1) hour pay at time-and-a- half for each work day of the temporary assignment, beginning the first full work day of the assignment.

SECTION 8.1

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

ARTICLE 9

OVERTIME

SECTION 9.0

An employee covered by this Agreement shall be paid at the rate of one and one-half (1.5) times his/her regular hourly base rate for all hours worked over forty (40) hours per week.

SECTION 9.1

The City shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employees.

SECTION 9.2

Leave, excused and unexcused absences, will not be computed as time worked. HOLIDAYS will be computed as time worked.

SECTION 9.3

Standby pay- An employee on standby duty, and who is required to be available for call out at any time during the standby duty period, shall receive one hour token pay at time and one-half his/her regular rate for each regular work day on such standby status, and two (2) times his regular rate for such standby status on the employees' day off, holidays included. In addition, such employee in standby status will be paid, at his/her regular rate of pay, for all work actually performed when called to work from standby status.

SECTION 9.4

All overtime shall be offered equally by classification using an overtime distribution list. The list shall include the number of hours worked and offered to each employee by classification. Such list shall be updated daily to insure proper distribution of overtime.

SECTION 9.5

Compensatory time may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time will be computed in the same manner as financial compensation would otherwise be computed. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act, if such provision continues to be applicable for local government employees.

ARTICLE 10

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 10.0

It is agreed between the parties that this grievance procedure is to be used to settle all disputes or differences between the City and the Union or any of its members employed by the City as to the meaning and the application of the provisions of this Agreement.

SECTION 10.1 - STEP 1

An employee, his/her duly certified representative, or a designated member of a group having a grievance, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the union, sign and date the form and file it with his immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance.

SECTION 10.2 – STEP 2

If the dispute is not resolved in Step 1, the member, through his/her steward, shall submit the grievance to the Department Head within five (5) working days of the receipt of the grievance in Step 2, the Department Head shall hold a meeting with the grievant, his/her representative(s), and any other person the Department Head feels is necessary to discuss the allegations contained in the grievance.

The Department Head shall answer the grievance, in writing, within five (5) calendar days of the meeting.

SECTION 10.3 - STEP 3

If the dispute is not resolved in Step 2, the Union may submit the written grievance to the City Manager within five (5) working days of receipt of the Step 2 answer. The City Manager shall schedule a meeting with the parties in Step 2 within five (5) working days of receipt of the grievance. The agenda of the meeting shall be limited to the matters raised in the original grievance. A final written decision on the dispute shall be given by the City Manager within ten (10) calendar days of the meeting described in this Step.

If the decision of the City Manager does not resolve the dispute, either the City or the union may request that the grievance be appealed to arbitration in the manner described below. The time limits established in the article may be extended by mutual agreement or the parties.

Notwithstanding the procedure provided herein, a grievance may be submitted directly into the second or third step by mutual agreement of the City and the Union.

It is agreed that any grievance involving discharge of a non-probationary employee will be filed directly to Step 3.

SECTION 10.4 ARBITRATION

Any grievance which is not resolved in any of the Steps provided above may be appealed to arbitration. The party desiring arbitration shall give written notice of its intent to the other party within thirty (30) days, excluding weekends and holidays, following the date the Union receives the written answer in Step 3.

The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. As soon as possible after receipt of the panel, the City and the Union shall meet to select an arbitrator. The appealing party shall first strike the first name and then the parties shall strike names alternately until only one name remains, who shall be the Arbitrator.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein, and confined to the grievance submitted for this determination.

A. The Arbitrator shall confine him/herself to the facts developed at the hearing and which are directly related to the matter at issue.

B. The Arbitrator shall not have the power to amend, modify, or delete any provision of the Agreement.

C. In making his/her ruling, the Arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.

D. The Arbitrator may make no award which extends the period covered by the grievance.

E. The decision of the Arbitrator shall be final and binding.

F. If the Arbitrator finds he/she lacks authority to rule on the grievance, the matter shall be referred to the parties without decision or recommendation.

The parties shall each bear the cost for their own witnesses, other than the grievant, attending the hearing at their request. The losing party shall pay the cost of the Arbitrator's fees and expenses. Arbitrations shall be conducted at City facilities. The cost of transcript of the proceedings shall be borne by the party or parties requesting the transcript. Each party will pay its own Attorney's fees and expenses.

ARTICLE 11

CITY-WIDE SENIORITY

SECTION 11.0

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

SECTION 11.1 - DEPARTMENTAL SENIORITY

Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

SECTION 11.2 - CLASSIFICATION SENIORITY

Classification seniority Is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave. Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence;

D. Fails to return from recall within ten (10) days after receipt of such notice of recall given by the City (Certified Mail/Return Receipt Requested).

ARTICLE 12

REDUCTION IN FORCE

SECTION 12.0

Should a reduction in the public employer's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoff shall be by classification within a department. Upon establishing the number of employees to be laid *off* within a classification in a department, the employer shall layoff in accordance with qualifications, which reflects quality and quantity of work, work habits and classification and departmental seniority.

B. No regular employee shall be laid *off* while there is an emergency, temporary, part- time or probationary employee serving in the same classification within the same department.

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

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

E. The City will make available, annually, a seniority list of Bargaining Unit members.

F. The City will maintain a list of bargaining unit employees who were laid off by the City for two (2) years from their layoff date. The City will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. The City shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the City. The laid *off* employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the City in writing they are interested in and will accept the position.

ARTICLE 13

REGULAR PROMOTION AND PROBATIONARY PERIODS

SECTION 13.0

A. Whenever there are promotional opportunities, the City shall promote the most qualified employee based upon the following factors:

- Ability to perform all the available work in the classification.
- Ability to meet reasonable performance standards for quality and quantity of work.
- Length of continuous service with the City, or cumulative length of service in the classification, if applicable.
- Overall work record with the City, if relevant to the employee's suitability for the job.
- Prior formal education, apprenticeship programs, specialized training schools, military training and assignments, job experience and any other relevant qualifications the individual may possess.

Employees serving an initial probationary period will not be considered for promotions during this initial probationary period.

B. Employees serving an initial probationary period shall not have their initial period extended beyond the six (6) months period.

The City shall have the sole prerogative and right for determining whether the promotional vacancy shall be filled.

ARTICLE 14

INSURANCE

SECTION 14.0

A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan), Medical Plan 3359, Medical Plan 5901 and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current BlueCross/BlueShield (BCBS) contract. Additionally, the present dental plans identified as Guardian Dental Plan 1 (Basic Plan) and Guardian Dental Plan 2 (High Plan) will be continued.

B. At the beginning of each fiscal year, October 1, bargaining unit members electing any of the City's Medical Health Plans, which consist of BCBS Plan 3359, Base Plan 3559, the "Buy-Up" Plan BCBS Medical Plan 0727, or the Affordable Care Act Plan 5901, shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

C. The City will furnish life insurance coverage in the amount of $20,000 for all full-time regular bargaining unit members.

D. Should the City provide improved insurance coverage benefits. or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the bargaining unit members.

ARTICLE 15

CHECKOFF

SECTION 15.0

A. The City agrees to deduct monthly, from the earnings of the employees who have so authorized in writing, membership dues and initiation fees and remit same to the Union in an amount certified by the Union. Such authorization to be valid shall conform to applicable State and Federal law.

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

ARTICLE 16

UNION REPRESENTATIVES

SECTION 16.0

A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any changes of such Union Stewards. One of the Union Stewards may be designated to serve as Chief Shop Steward in the absence of another Steward; however, approval may be denied by the immediate supervisor for extenuating circumstances as shortage of help or disruption of work during a special work project.

SECTION 16.1

The following sections outline the duties and responsibilities of Stewards in performance of their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which are within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, without loss of pay. Productivity loss must be minimized. Union Stewards shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his/her work assignment, each Union Steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 16.2

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

SECTION 16.3

Union Stewards are subject to all City rules regarding the conduct of employees of the City.

SECTION 16.4

Upon request of the Union, employees may be granted leave without pay for Union business, with the approval of the City Manager.

SECTION 16.5

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

ARTICLE 17

HOLIDAYS

SECTION 17.0

The following days will be observed as holidays for all employees, subject to this Agreement:

- January 1st
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

SECTION 17.1

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

SECTION 17.2

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

SECTION 17.3

All employees shall receive holiday pay at their regular straight time rate for all recognized holidays. Should a holiday fall on an employees' regular day off, his/her next regularly scheduled work day shall be considered as his/her holiday.

SECTION 17.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half times his regular rate for all hours worked, if the hours worked total over forty (40) hours in a work week.

ARTICLE 18

VACATION LEAVE

SECTION 18.0

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

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

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

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

SECTION 18.1 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

A. All regular employees shall accumulate vacation leave as follows:

1. One (1) year of service, but less than five (5) years - 12 days/yr.

2. Five (5) years of service, but less than ten (10) years - 14 days/yr.

3. Ten (10) years of service but less than 15 years - 17 days/yr.

4. Fifteen (15) years of continuous service and over - 20 days/yr.

B. Earned vacation leave may be accumulated to a maximum, not to exceed forty-five (45) working days (effective October 1, 2012). Any accumulation over thirty (30) working days will be considered forfeited and lost at the beginning of the fiscal year. No employee can start with an accumulation of more than 30 days on October 1st. Vacation pay will be at the basic rate of pay for the normal work day.

SECTION 18.2 - USE OF VACATION LEAVE

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

B. Vacation leave may be granted for the following purposes:

1. Vacation leave.

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

3. Religious holidays.

4. Sickness, once sick leave has been exhausted through illness.

5. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 18.3 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the City's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed forty-five (45) days.

ARTICLE 19

SICK LEAVE

SECTION 19.0

A. **RATE AT WHICH SICK LEAVE IS EARNED -** All bargaining unit employees earn sick leave credits, at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave, with or without pay in one month, shall not earn sick leave for that month.

B. **REQUEST FOR SICK LEAVE -** To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after the time set for beginning the daily duties. An employee in a unit operating on a work schedule other than 8:00 a.m. to 5:00 p.m., must notify the Department within the time limit established by the appropriate Department Head.

C. **USE OF SICK LEAVE** - Sick leave may be granted for the following purposes:

1. Personal injury or illness not connected with work.

2. Pregnancy.

3. Necessary appointments with physicians or dentists.

4. Exposure to a contagious disease which would endanger others.

5. Illness of a member of the employee's household which requires the personal care and attention of the employee.

D. **ACCUMULATION OF SICK LEAVE -** The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

E. **CERTIFICATION BY A PHYSICIAN** - Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Department Head to submit a certificate from a licensed physician. When it is determined that an employee's use of sick leave is not justified, the absent time may be deducted from the employee's pay or accrued vacation leave. Claiming sick leave, when physically fit, shall be cause for disciplinary action up to suspension or dismissal.

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

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

H. Employees who do not use all their sick leave because of sickness or disability may use this toward early

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

ARTICLE 20

MAINTENANCE OF STANDARDS

SECTION 20.0

It is agreed that the specific benefits, rights and privileges enumerated in this Contract shall remain in force throughout the term of the Contract. Past practices of the employer, not contained in this Contract, shall not be a part of this Agreement. The following benefits, procedures and practices will be continued for the life of this Agreement; Standby duty, Pension, St. Lucie County Credit Union, City time for approved examinations and funeral leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 21

EDUCATIONAL REIMBURSEMENT

SECTION 21.0

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, for pre-approved, work- related courses. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

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

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

ARTICLE 22

WAGES

SECTION 22.0

A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY 2019-2020 the parties agree that the City shall increase Teamster bargaining unit employees' wages by three percent (3%), effective October 1, 2019. Such negotiations for FY 2020-2021 shall begin in June. It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.

C. All employees in the following classifications will receive a two and one-half **(2 ½)** hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.

D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

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

ATTACHMENT A

INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

1. First certification compensated at 5% pay increase
2. Second certification compensated at 5% pay increase
3. Third certification compensated at 5% pay increase
4. Fourth certification compensated at 3% pay increase
5. Fifth certification compensated at 3% pay increase
6. Sixth certification compensated at 3% pay increase
7. All additional certifications compensated at 1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

INSPECTOR CLASSIFICATION	PLANS EXAM CLASSIFICATION
1 & 2 Fam. Dwelling Inspector	1&2 Fam. Dwelling Plans Examiner
Commercial Building Inspector	Commercial Building Plans Examiner
Commercial Electrical Inspector	Commercial Electrical Plans Examiner
Commercial Plumbing Inspector	Commercial Plumbing Plans Examiner
Commercial Mechanical Inspector	Commercial Mechanical Plans Examiner
Coastal Construction Inspector	
Certified Flood Plain Manager	PERMIT SPECIALIST / OFFICE PERSONNEL
Certified Building Official	ICC Permit Technician Certification
ICC Permit Technician Certification	Certified Flood Plain Manager
ICC Property Maintenance Inspector	ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE (Mechanic) Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Mechanic	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
	NPRA – Parks Recreation	5%
	IMSA – Sign, pavement marking	5%
	MOT – Maintenance of Traffic	5%
	Stormwater Operator (FSA)	5%
	Certified ISA Arborist	5%
	Certified Irrigation Landscape Designer	5%
	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel	Playground Maintenance Certification	5%
Parks and Recs Personnel	Master Gardener Certification	5%

DEPARTMENT:	CODE COMPLIANCE & ANIMAL CONTROL	
POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Violations Inspector/ Code Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%

DEPARTMENT:	POLICE	
POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Investigative Assistant	NCIC/FCIC	3%
Crime Analyst	Crime Analyst Certification	3%
Crime Analyst	Crime Prevention Techniques	3%
Crime Scene Investigator	NCIC/FCIC- User	3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	3%
Secretary II	NCIC/FCIC	3%

ARTICLE 23

SEVERABILITY

SECTION 23.0

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

ARTICLE 24

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

SECTION 24.0

The City reserves the right to require all employees to be tested for the use of alcohol, drugs or controlled substances (hereinafter referred to as "drugs", "drug testing", or "testing"). If a state or federal law or regulation requires random or other types of drug testing of any employee in this bargaining unit, the City will begin conducting such testing of employees, as soon as required, and as provided by the law. The City will provide a list to the Union of the job classifications identified. All testing will be done at Florida Health and Rehabilitative Services (HRS) approved facilities.

SECTION 24.1

The City reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of this Article, drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts.

SECTION 24.2

The testing outlined for drugs in Sections 24.0 and 24.1 of this Article will be administered in accordance with the following provisions:

A. Any employee may be subject to an investigation which may include, but not limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he/she has taken which may affect the accuracy of the test results. The employee may consult with his/her Union Steward before being tested, providing such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the City is advised of any positive test result, the City in its sole discretion, shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for time lost. Using the initial sample will be conducted to ensure accurate results.

B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative *leave* with pay status, pending the outcome of the test(s). In those cases when a drug test is negative, departmental "field calendars" will not reflect an absence.

C. If the test result is negative, a second test will not be conducted, and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.

D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

SECTION 24.3

Employees suspected of using or being under the influence of alcohol will be subject to undergo a Breathalyzer examination only. This test will be administered by qualified personnel.

SECTION 24.4

An initial probationary employee who tests positive will be terminated and no appeal shall be permitted. Prior to being a subject for testing, a classified employee may seek assistance for drug/alcohol use or abuse and will not be disciplined. Any employee who uses this one-time option shall be subject to random testing, while on duty, for a period of two years. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

The City is a zero-based drug/alcohol tolerance employer. An employee testing positive for drugs (as determined illegal by Federal or State Law) shall be terminated. Employees testing positive for alcohol concentration as low as 0.02 shall be terminated.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendation of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

SECTION 24.5

In the recognition of the importance of having a drug-free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty or plead nolo contendere of misconduct related to the use, possession, or sale of drugs:

Employees who sell illegal drugs or controlled substances, whether on or off duty, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are in possession of or using illegal substances, or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession constitutes a misdemeanor, shall be disciplined (City's Code of Conduct) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Employees involved in an accident or employee(s) directly contributing to an accident (defined as a sudden unexpected event) that requires medical treatment from a Doctor or is involved in an accident that causes damage to City equipment or citizens property will be subject to drug and alcohol testing.

The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his/her position and who loses his/her driver's license shall apply to an employee who is off duty and driving under the influence.

SECTION 24.6

When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union Officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than half an hour while attempting to contact a Union Official.

SECTION 24.7

At the time of implementation of this Contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees, who may have a substance use or abuse problem, to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

SECTION 24.8

To ensure that illegal contraband (drugs, alcohol, etc.,) do not enter or affect the workplace, the City of Fort Pierce reserves the right to search all City vehicles, containers, lockers or other items on City of Fort Pierce's property. In furtherance of this policy, individuals may be required to display personal property for visual inspection upon the City of Fort Pierce's request. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge and denial of access to City premises.

SECTION 24.9

In the event of invalidation of this Article, or Section of this Article, both the Employer and Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

SECTION 24.10

All civilian employees, who work in the Evidence Section or as Crime Scene Investigators of the Police Department, will be subject to random drug testing on the same basis currently in use for certified law enforcement personnel.

ARTICLE 25

SAFETY

SECTION 25.0

The City and the Union agree that the safety of employees and the public at large is of primary concern. To that end, no employee shall be required to operate unsafe equipment or vehicles. If the employee has reason to believe the equipment or vehicles are unsafe, he/she will immediately contact the Supervisor, who will examine or have the equipment or vehicle examined, to determine its usable condition.

SECTION 25.1

The appropriate departmental Steward will be permitted to sit as a member of the Accident Review Committee and will provide necessary input in discussing situations concerning his/her Department.

ARTICLE 26

BEREAVEMENT LEAVE

SECTION 26.0

The employee may be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children. Employees must use the bereavement leave within 30 calendar days of the immediate family member's death.

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

ARTICLE 27

RETIREMENT PLAN

SECTION 27.0

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will be amended to provide for a benefit accrual rate of three percent (3%) for Teamsters members employed by the City who are subject to collective bargaining. This change will be effective upon final adoption of the ordinance amendment.

Below are the changes for new employees only effective October 1, 2012:

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

Below are the changes for current members:

1. The annual maximum pension payment cannot exceed $100,000.
2. The maximum of 300 overtime hours can be used in the calculation of pension benefits annually. The first 300 hours in a fiscal year only.
3. Accrued unused vacation and sick leave under the current policy through September 30, 2012 can be used in the calculation of pension benefits; those hours earned after September 30, 2012 cannot be used in the benefit calculations.

SECTION 27.1

1. Change the vesting period from 10 years to 5 years effective November 5, 2018.
2. The parties agree to the 2019 – 2020 amendment to Section 13-36 in the Code of Ordinances referring to Disability Retirement – all other bargaining units must agree to the changes also.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 28.0

This Agreement shall take effect October 1, 2017 and shall continue in full force and effect until midnight of September 30, 2020.

SECTION 28.1

The parties agree to open this Contract for negotiations for the 2020-2021 fiscal year no later than the end of June 2020.

FOR THE CITY		**FOR TEAMSTERS LOCAL UNION 769**	
MAYOR	**DATE**	**UNION REPRESENTATIVE**	**DATE**
CITY MANAGER	**DATE**	**UNION STEWARD**	**DATE**
WITNESS	**DATE**	**WITNESS**	**DATE**
CHIEF NEGOTIATOR	**DATE**		

APPROVED AS TO FORM AND CORRECTNESS

BY: _____

Peter J. Sweeney Esq.
CITY ATTORNEY

CITY OF FORT PIERCE

AND THE

TEAMSTERS LOCAL UNION NUMBER 769

(GENERAL EMPLOYEE UNIT)

OCTOBER 1, 2017 to SEPTEMBER 30, 2020

Contract Ratified: **10/30/2019**
City Commission Approval: **11/18/2019**

CITY OF FORT PIERCE

UNION CONTRACT

WITH

TEAMSTERS LOCAL UNION NUMBER 769

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ARTICLE 1

PREAMBLE

SECTION 1.0

This Agreement is entered by and between the City of Fort Pierce, Florida, hereinafter referred to as the EMPLOYER and Teamsters Local #769, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to insure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise; and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 2.0

The City of Fort Pierce recognizes Teamsters Local #769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employees Relations Commission in certification #287, excluding all other employees. Employees in an initial probationary period shall have no rights of appeal under the Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.0

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

SECTION 3.1

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

SECTION 3.2

The exercise of the above rights in Sections 3.0 and 3.1 does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of the rights in Section 3.1 is subject to grievance arbitration.

SECTION 3.3

The above rights of the City in Sections 3.0 and 3.1 are not all-inclusive but indicates the type of matters of rights which belong to and are inherent to the City in its capacity as management of the City of Fort Pierce.

SECTION 3.4

If the City determines that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions will continue in case of emergency condition.

ARTICLE 4

SUBCONTRACTING

SECTION 4.0

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

SECTION 4.1

The employer reserves the right to subcontract work while recognizing the Union's obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the Employer agrees to notify the Union at least seven (7) days prior to when the request to subcontract is put on the City Commission Agenda. Simultaneous with such notice to subcontract which displaces regular unit employees, those employees will be notified and permitted to accept vacant advertised budgeted positions of the same job classification within the City. The Union reserves the right to appear before the City Commission and express its position to the City Commission at the time the Commission considers the subcontracting agenda item. The City Commission's decision is final and not subject to appeal through the grievance arbitration procedure.

ARTICLE 5

STRIKES AND LOCKOUTS

SECTION 5.0

There will be no strikes, work stoppages, picket lines**, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union supports the City fully in maintaining normal operations. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that the union shall not be responsible for any act alleged to constitute a breach of the section if neither the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the union and its officers have used every possible means to prevent or terminate such action. It is agreed that any violation of the section shall be grounds for discharge and shall not be subject to a grievance except to determine if the violations did in fact occur.

**Picketing, as used in this article, shall be defined as picketing to support a work stoppage.

SECTION 5.1

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

ARTICLE 6

DISCRIMINATION

SECTION 6.0

Employer and the Union agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age or physical handicap. The Employer and the Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.0

The City agrees to furnish the below listed bulletin board space for the use of the Union. All Union notices will be approved and signed by a Union Representative prior to posting.

1) Public Work's Office (Hallway)

2) Streets Division

3) Building Maintenance

4) Parks Division

5) Garage Division

6) Solid Waste Department

7) Police Department

8) City Hall

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.0

If an employee covered by this Agreement is temporarily assigned to a higher job classification than that which the employee occupies at the time of the temporary assignment, then the employee shall be paid a stipend of one (1) hour pay at time-and-a- half for each work day of the temporary assignment, beginning the first full work day of the assignment.

SECTION 8.1

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

ARTICLE 9

OVERTIME

SECTION 9.0

An employee covered by this Agreement shall be paid at the rate of one and one-half (1.5) times his/her regular hourly base rate for all hours worked over forty (40) hours per week.

SECTION 9.1

The City shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employees.

SECTION 9.2

Leave, excused and unexcused absences, will not be computed as time worked. HOLIDAYS will be computed as time worked.

SECTION 9.3

Standby pay- An employee on standby duty, and who is required to be available for call out at any time during the standby duty period, shall receive one hour token pay at time and one-half his/her regular rate for each regular work day on such standby status, and two (2) times his regular rate for such standby status on the employees' day off, holidays included. In addition, such employee in standby status will be paid, at his/her regular rate of pay, for all work actually performed when called to work from standby status.

SECTION 9.4

All overtime shall be offered equally by classification using an overtime distribution list. The list shall include the number of hours worked and offered to each employee by classification. Such list shall be updated daily to insure proper distribution of overtime.

SECTION 9.5

Compensatory time may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time will be computed in the same manner as financial compensation would otherwise be computed. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act, if such provision continues to be applicable for local government employees.

ARTICLE 10

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 10.0

It is agreed between the parties that this grievance procedure is to be used to settle all disputes or differences between the City and the Union or any of its members employed by the City as to the meaning and the application of the provisions of this Agreement.

SECTION 10.1 - STEP 1

An employee, his/her duly certified representative, or a designated member of a group having a grievance, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the union, sign and date the form and file it with his immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance.

SECTION 10.2 – STEP 2

If the dispute is not resolved in Step 1, the member, through his/her steward, shall submit the grievance to the Department Head within five (5) working days of the receipt of the grievance in Step 2, the Department Head shall hold a meeting with the grievant, his/her representative(s), and any other person the Department Head feels is necessary to discuss the allegations contained in the grievance.

The Department Head shall answer the grievance, in writing, within five (5) calendar days of the meeting.

SECTION 10.3 - STEP 3

If the dispute is not resolved in Step 2, the Union may submit the written grievance to the City Manager within five (5) working days of receipt of the Step 2 answer. The City Manager shall schedule a meeting with the parties in Step 2 within five (5) working days of receipt of the grievance. The agenda of the meeting shall be limited to the matters raised in the original grievance. A final written decision on the dispute shall be given by the City Manager within ten (10) calendar days of the meeting described in this Step.

If the decision of the City Manager does not resolve the dispute, either the City or the union may request that the grievance be appealed to arbitration in the manner described below. The time limits established in the article may be extended by mutual agreement or the parties.

Notwithstanding the procedure provided herein, a grievance may be submitted directly into the second or third step by mutual agreement of the City and the Union.

It is agreed that any grievance involving discharge of a non-probationary employee will be filed directly to Step 3.

SECTION 10.4 ARBITRATION

Any grievance which is not resolved in any of the Steps provided above may be appealed to arbitration. The party desiring arbitration shall give written notice of its intent to the other party within thirty (30) days, excluding weekends and holidays, following the date the Union receives the written answer in Step 3.

The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. As soon as possible after receipt of the panel, the City and the Union shall meet to select an arbitrator. The appealing party shall first strike the first name and then the parties shall strike names alternately until only one name remains, who shall be the Arbitrator.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein, and confined to the grievance submitted for this determination.

A. The Arbitrator shall confine him/herself to the facts developed at the hearing and which are directly related to the matter at issue.

B. The Arbitrator shall not have the power to amend, modify, or delete any provision of the Agreement.

C. In making his/her ruling, the Arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.

D. The Arbitrator may make no award which extends the period covered by the grievance.

E. The decision of the Arbitrator shall be final and binding.

F. If the Arbitrator finds he/she lacks authority to rule on the grievance, the matter shall be referred to the parties without decision or recommendation.

The parties shall each bear the cost for their own witnesses, other than the grievant, attending the hearing at their request. The losing party shall pay the cost of the Arbitrator's fees and expenses. Arbitrations shall be conducted at City facilities. The cost of transcript of the proceedings shall be borne by the party or parties requesting the transcript. Each party will pay its own Attorney's fees and expenses.

ARTICLE 11

CITY-WIDE SENIORITY

SECTION 11.0

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

SECTION 11.1 - DEPARTMENTAL SENIORITY

Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

SECTION 11.2 - CLASSIFICATION SENIORITY

Classification seniority Is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave. Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence;

D. Fails to return from recall within ten (10) days after receipt of such notice of recall given by the City (Certified Mail/Return Receipt Requested).

ARTICLE 12

REDUCTION IN FORCE

SECTION 12.0

Should a reduction in the public employer's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoff shall be by classification within a department. Upon establishing the number of employees to be laid *off* within a classification in a department, the employer shall layoff in accordance with qualifications, which reflects quality and quantity of work, work habits and classification and departmental seniority.

B. No regular employee shall be laid *off* while there is an emergency, temporary, part- time or probationary employee serving in the same classification within the same department.

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

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

E. The City will make available, annually, a seniority list of Bargaining Unit members.

F. The City will maintain a list of bargaining unit employees who were laid off by the City for two (2) years from their layoff date. The City will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. The City shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the City. The laid *off* employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the City in writing they are interested in and will accept the position.

ARTICLE 13

REGULAR PROMOTION AND PROBATIONARY PERIODS

SECTION 13.0

A. Whenever there are promotional opportunities, the City shall promote the most qualified employee based upon the following factors:

- Ability to perform all the available work in the classification.
- Ability to meet reasonable performance standards for quality and quantity of work.
- Length of continuous service with the City, or cumulative length of service in the classification, if applicable.
- Overall work record with the City, if relevant to the employee's suitability for the job.
- Prior formal education, apprenticeship programs, specialized training schools, military training and assignments, job experience and any other relevant qualifications the individual may possess.

Employees serving an initial probationary period will not be considered for promotions during this initial probationary period.

B. Employees serving an initial probationary period shall not have their initial period extended beyond the six (6) months period.

The City shall have the sole prerogative and right for determining whether the promotional vacancy shall be filled.

ARTICLE 14

INSURANCE

SECTION 14.0

A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan), Medical Plan 3359, Medical Plan 5901 and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current BlueCross/BlueShield (BCBS) contract. ~~which expires September 30, 2018~~. Additionally, the present dental plans identified as Guardian Dental Plan 1 (Basic Plan) and Guardian Dental Plan 2 (High Plan) will be continued.

B. At the beginning of each fiscal year, October 1, bargaining unit members electing any of the City's Medical Health Plans, which consist of BCBS Plan 3359, Base Plan 3559, the "Buy-Up" Plan BCBS Medical Plan 0727, or the Affordable Care Act Plan 5901, shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

C. The City will furnish life insurance coverage in the amount of $20,000 for all full-time regular bargaining unit members.

D. Should the City provide improved insurance coverage benefits. or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the bargaining unit members.

~~E. For FY 2019-2020 the parties agree to re-open this Article for negotiations. Such negotiations for FY 2018-2019 and FY 2019-2020 shall be re-opened in June of each year.~~

ARTICLE 15

CHECKOFF

SECTION 15.0

A. The City agrees to deduct monthly, from the earnings of the employees who have so authorized in writing, membership dues and initiation fees and remit same to the Union in an amount certified by the Union. Such authorization to be valid shall conform to applicable State and Federal law.

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

ARTICLE 16

UNION REPRESENTATIVES

SECTION 16.0

A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any changes of such Union Stewards. One of the Union Stewards may be designated to serve as Chief Shop Steward in the absence of another Steward; however, approval may be denied by the immediate supervisor for extenuating circumstances as shortage of help or disruption of work during a special work project.

SECTION 16.1

The following sections outline the duties and responsibilities of Stewards in performance of their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which ~~is.~~ are within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, without loss of pay. Productivity loss must be minimized. Union Stewards shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his/her work assignment, each Union Steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 16.2

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

SECTION 16.3

Union Stewards are subject to all City rules regarding the conduct of employees of the City.

SECTION 16.4

Upon request of the Union, employees may be granted leave without pay for ~~the~~ Union business, with the approval of the City Manager.

SECTION 16.5

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

ARTICLE 17

HOLIDAYS

SECTION 17.0

The following days will be observed as holidays for all employees, subject to this Agreement:

- January 1st
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

SECTION 17.1

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

SECTION 17.2

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

SECTION 17.3

All employees shall receive holiday pay at their regular straight time rate for all recognized holidays. Should a holiday fall on an employee's~~'~~ regular day off, his/her next regularly scheduled work day shall be considered as his/her holiday.

SECTION 17.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half times his regular rate for all hours worked, if the hours worked total ~~totals~~ over forty (40) hours in a work week.

ARTICLE 18

VACATION LEAVE

SECTION 18.0

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

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

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

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

SECTION 18.1 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

A. All regular employees shall accumulate vacation leave as follows:

1. One (1) year of service, but less than five (5) years - 12 days/yr.

2. Five (5) years of service, but less than ten (10) years - 14 days/yr.

3. Ten (10) years of service but less than 15 years - 17 days/yr.

4. Fifteen (15) years of continuous service and over - 20 days/yr.

B. Earned vacation leave may be accumulated to a maximum, not to exceed forty-five (45) working days (effective October 1, 2012). Any accumulation over thirty (30) working days will be considered forfeited and lost at the beginning of the fiscal year. No employee can start with an accumulation of more than 30 days on October 1st. Vacation pay will be at the basic rate of pay for the normal work day.

SECTION 18.2 - USE OF VACATION LEAVE

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

B. Vacation leave may be granted for the following purposes:

1. Vacation leave.

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

3. Religious holidays.

4. Sickness, once sick leave has been exhausted through illness.

5. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 18.3 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the City's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed forty-five (45) days.

ARTICLE 19

SICK LEAVE

SECTION 19.0

A. **RATE AT WHICH SICK LEAVE IS EARNED -** All bargaining unit employees earn sick leave credits, at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave, with or without pay in one month, shall not earn sick leave for that month.

B. **REQUEST FOR SICK LEAVE -** To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after the time set for beginning the daily duties. An employee in a unit operating on a work schedule other than 8:00 a.m. to 5:00 p.m., must notify the Department within the time limit established by the appropriate Department Head.

C. **USE OF SICK LEAVE** - Sick leave may be granted for the following purposes:

1. Personal injury or illness not connected with work.

2. Pregnancy.

3. Necessary appointments with physicians or dentists.

4. Exposure to a contagious disease which would endanger others.

5. Illness of a member of the employee's household which requires the personal care and attention of the employee.

D. **ACCUMULATION OF SICK LEAVE -** The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

E. **CERTIFICATION BY A PHYSICIAN** - Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Department Head to submit a certificate from a licensed physician. When it is determined that an employee's use of sick leave is not justified, the absent time may be deducted from the employee's pay or accrued vacation leave. Claiming sick leave, when physically fit, shall be cause for disciplinary action, up to suspension or dismissal.

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

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

H. Employees who do not use all their sick leave because of sickness or disability may use this toward early

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

ARTICLE 20

MAINTENANCE OF STANDARDS

SECTION 20.0

It is agreed that the specific benefits, rights and privileges enumerated in this Contract shall remain in force throughout the term of the Contract. Past practices of the employer, not contained in this Contract, shall not be a part of this Agreement. The following benefits, procedures and practices will be continued for the life of this Agreement; Standby duty, Pension, St. Lucie County Credit Union, City time for approved examinations and funeral leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 21

EDUCATIONAL REIMBURSEMENT

SECTION 21.0

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, for pre-approved, work- related courses. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

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

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

ARTICLE 22

WAGES

SECTION 22.0

A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the ~~effected~~ affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY ~~2018-2019~~ 2019-2020 the parties agree that the City shall increase Teamster bargaining unit employees' wages by three percent (3%), effective October 1, 201~~8~~9. Such negotiations for FY ~~2019-2020~~ 2020-2021 shall begin in June. It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. ~~and~~ Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.

C. All employees in the following classifications will receive a two and one-half **(2 ½)** hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.

D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

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

ATTACHMENT A

INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

1. First certification compensated at 5% pay increase
2. Second certification compensated at 5% pay increase
3. Third certification compensated at 5% pay increase
4. Fourth certification compensated at 3% pay increase
5. Fifth certification compensated at 3% pay increase
6. Sixth certification compensated at 3% pay increase
7. All additional certifications compensated at 1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:
Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

INSPECTOR CLASSIFICATION
1 & 2 Fam. Dwelling Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Plumbing Inspector
Commercial Mechanical Inspector
Coastal Construction Inspector
Certified Flood Plain Manager
Certified Building Official
ICC Permit Technician Certification
~~Certified Flood Plain Manager~~
ICC Property Maintenance Inspector

PLANS EXAM CLASSIFICATION
1&2 Fam. Dwelling Plans Examiner
Commercial Building Plans Examiner
Commercial Electrical Plans Examiner
Commercial Plumbing Plans Examiner
Commercial Mechanical Plans Examiner

PERMIT SPECIALIST / OFFICE PERSONNEL
ICC Permit Technician Certification
Certified Flood Plain Manager
ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE (Mechanic) Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Mechanic	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
	NPRA – Parks Recreation	5%
	IMSA – Sign, pavement marking	5%
	MOT – Maintenance of Traffic	5%
	Stormwater Operator (FSA)	5%
	Certified ISA Arborist	5%
	Certified Irrigation Landscape Designer	5%
	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel	Playground Maintenance Certification	5%
Parks and Recs Personnel	Master Gardener Certification	5%

DEPARTMENT:	CODE ~~ENFORCEMENT~~ COMPLIANCE & ANIMAL CONTROL	
POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Violations Inspector/ Code ~~Enforcement~~ Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%

DEPARTMENT:	POLICE	
POSITION	LICENSE/CERTIFICATION	INCENTIVE INCREASE
Investigative Assistant	NCIC/FCIC	~~2~~ 3%
Crime Analyst	Crime Analyst Certification	~~2~~ 3%
Crime Analyst	Crime Prevention Techniques	~~2~~ 3%
Crime Scene Investigator	NCIC/FCIC- User	~~2~~ 3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	~~2~~ 3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	~~2~~ 3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	~~2~~ 3%
Secretary II	NCIC/FCIC	~~2~~ 3%

ARTICLE 23

SEVERABILITY

SECTION 23.0

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

ARTICLE 24

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

SECTION 24.0

The City reserves the right to require all employees to be tested for the use of alcohol, drugs or controlled substances (hereinafter referred to as "drugs", "drug testing", or "testing"). If a state or federal law or regulation requires random or other types of drug testing of any employee in this bargaining unit, the City will begin conducting such testing of employees, as soon as required, and as provided by the law. The City will provide a list to the Union of the job classifications identified. All testing will be done at Florida Health and Rehabilitative Services (HRS) approved facilities.

SECTION 24.1

The City reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of this Article, drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts.

SECTION 24.2

The testing outlined for drugs in Sections 24.0 and 24.1 of this Article will be administered in accordance with the following provisions:

A. Any employee may be subject to an investigation which may include, but not limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he/she has taken which may affect the accuracy of the test results. The employee may consult with his/her Union Steward before being tested, providing such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the City is advised of any positive test result, the City in its sole discretion, shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for time lost. Using the initial sample will be conducted to ensure accurate results.

B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative *leave* with pay status, pending the outcome of the test(s). In those cases when a drug test is negative, departmental "field calendars" will not reflect an absence.

C. If the test result is negative, a second test will not be conducted, and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.

D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

SECTION 24.3

Employees suspected of using or being under the influence of alcohol will be subject to undergo a Breathalyzer examination only. This test will be administered by qualified personnel.

SECTION 24.4

An initial probationary employee who tests positive will be terminated and no appeal shall be permitted. Prior to being a subject for testing, a classified employee may seek assistance for drug/alcohol use or abuse and will not be disciplined. Any employee who uses this one-time option shall be subject to random testing, while on duty, for a period of two years. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

The City is a zero-based drug/alcohol tolerance employer. An employee testing positive for drugs (as determined illegal by Federal or State Law) shall be terminated. Employees testing positive for alcohol concentration as low as 0.02 shall be terminated.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendation of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

SECTION 24.5

In the recognition of the importance of having a drug-free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty or plead nolo contendere of misconduct related to the use, possession, or sale of drugs:

Employees who sell illegal drugs or controlled substances, whether on or off duty, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are in possession of or using illegal substances, or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession constitutes a misdemeanor, shall be disciplined (City's Code of Conduct) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Employees involved in an accident or employee(s) directly contributing to an accident (defined as a sudden unexpected event) that requires medical treatment from a Doctor or is involved in an accident that causes damage to City equipment or citizens property will be subject to drug and alcohol testing.

The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his/her position and who loses his/her driver's license shall apply to an employee who is off duty and driving under the influence.

SECTION 24.6

When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union Officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than half an hour while attempting to contact a Union Official.

SECTION 24.7

At the time of implementation of this Contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees, who may have a substance use or abuse problem, to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

SECTION 24.8

To ensure that illegal contraband (drugs, alcohol, etc.,) do not enter or affect the workplace, the City of Fort Pierce reserves the right to search all City vehicles, containers, lockers or other items on City of Fort Pierce's property. In furtherance of this policy, individuals may be required to display personal property for visual inspection upon the City of Fort Pierce's request. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge and denial of access to City premises.

SECTION 24.9

In the event of invalidation of this Article, or Section of this Article, both the Employer and Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

SECTION 24.10

All civilian employees, who work in the Evidence Section or as Crime Scene Investigators of the Police Department, will be subject to random drug testing on the same basis currently in use for certified law enforcement personnel.

ARTICLE 25

SAFETY

SECTION 25.0

The City and the Union agree that the safety of employees and the public at large is of primary concern. To that end, no employee shall be required to operate unsafe equipment or vehicles. If the employee has reason to believe the equipment or vehicles are unsafe, he/she will immediately contact the Supervisor, who will examine or have the equipment or vehicle examined, to determine its usable condition.

SECTION 25.1

The appropriate departmental Steward will be permitted to sit as a member of the Accident Review Committee and will provide necessary input in discussing situations concerning his/her Department.

ARTICLE 26

BEREAVEMENT LEAVE

SECTION 26.0

The employee may be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children. Employees must use the bereavement leave within 30 calendar days of the immediate family member's death.

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

ARTICLE 27

RETIREMENT PLAN

SECTION 27.0

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will be amended to provide for a benefit accrual rate of three percent (3%) for Teamsters members employed by the City who are subject to collective bargaining. This change will be effective upon final adoption of the ordinance amendment.

Below are the changes for new employees only effective October 1, 2012:

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

Below are the changes for current members:

1. The annual maximum pension payment cannot exceed $100,000.
2. The maximum of 300 overtime hours can be used in the calculation of pension benefits annually. The first 300 hours in a fiscal year only.
3. Accrued unused vacation and sick leave under the current policy through September 30, 2012 can be used in the calculation of pension benefits; those hours earned after September 30, 2012 cannot be used in the benefit calculations.

SECTION 27.1

1. Change the vesting period from 10 years to 5 years effective November 5, 2018.
2. The parties agree to the 2019 – 2020 amendment to Section 13-36 in the Code of Ordinances referring to Disability Retirement – all other bargaining units must agree to the changes also.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 28.0

This Agreement shall take effect October 1, 2017 and shall continue in full force and effect until midnight of September 30, 2020.

SECTION 28.1

~~The Contract will be open only for negotiation of wages (Article 22) and Insurance (Article 14) for the 2018-2019 and 2019-2020 fiscal years by either party. A new contract will be open for all articles for October 1, 2020.~~

The parties agree to open this Contract for the 2020-2021 fiscal year no later than the end of ~~May~~ June 2020.

FOR THE CITY		**FOR TEAMSTERS LOCAL UNION 769**	
MAYOR	**DATE**	**UNION REPRESENTATIVE**	**DATE**
CITY MANAGER	**DATE**	**UNION STEWARD**	**DATE**
WITNESS	**DATE**	**WITNESS**	**DATE**
CHIEF NEGOTIATOR	**DATE**		

APPROVED AS TO FORM AND CORRECTNESS

BY: _____

Peter J. Sweeney Esq.
CITY ATTORNEY

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

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 1810 Avenue Q. (2404-213-0001-000-7)

SUBJECT:

Legislative Hearing - Ordinance 19-045 extending the territorial limits of the City of Fort Pierce, Florida, to include 1810 Avenue Q in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use designation of Low Density Residential (RL) and Zoning classification of Single-Family Moderate Density (R-3).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $74,353 and the 2018 tax bill was $2,037.16.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/08/2019 05:06 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 11:47 AM

Final Approval Date: 11/08/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Four (4) Parcels 1810 & 1910 Avenue Q. and two parcels addressed 1908 Avenue Q.**
HEARING DATES:	November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:	Cherry Saylor Christine Tucker (EST) 1810 Avenue Q Fort Pierce, FL 34950 Leroy and Cynthia Matthews 1910 Avenue Q Fort Pierce, FL 34950 Gwendolyn Matthews PO Box 3274 Fort Pierce, FL 34948 Cheryl M. Handy 8650 Pine Martin Lane Fort Pierce, FL 34947
Requested Action:	Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Future Land Use Designations of Low Density Residential (RL) and the Zoning classification of Single Family Moderate Density (R-3) for each parcel.
Site Location:	1810 & 1910 Avenue Q. and two parcels addressed 1908 Avenue Q., all in Fort Pierce, Florida.
Parcel ID's:	2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6
Parcel Size:	1.58, 0.37 acres, 0.26, and 0.61 acres
Current Future Land Use:	Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)
Current Zoning:	Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single Family Moderate Density (R-3)

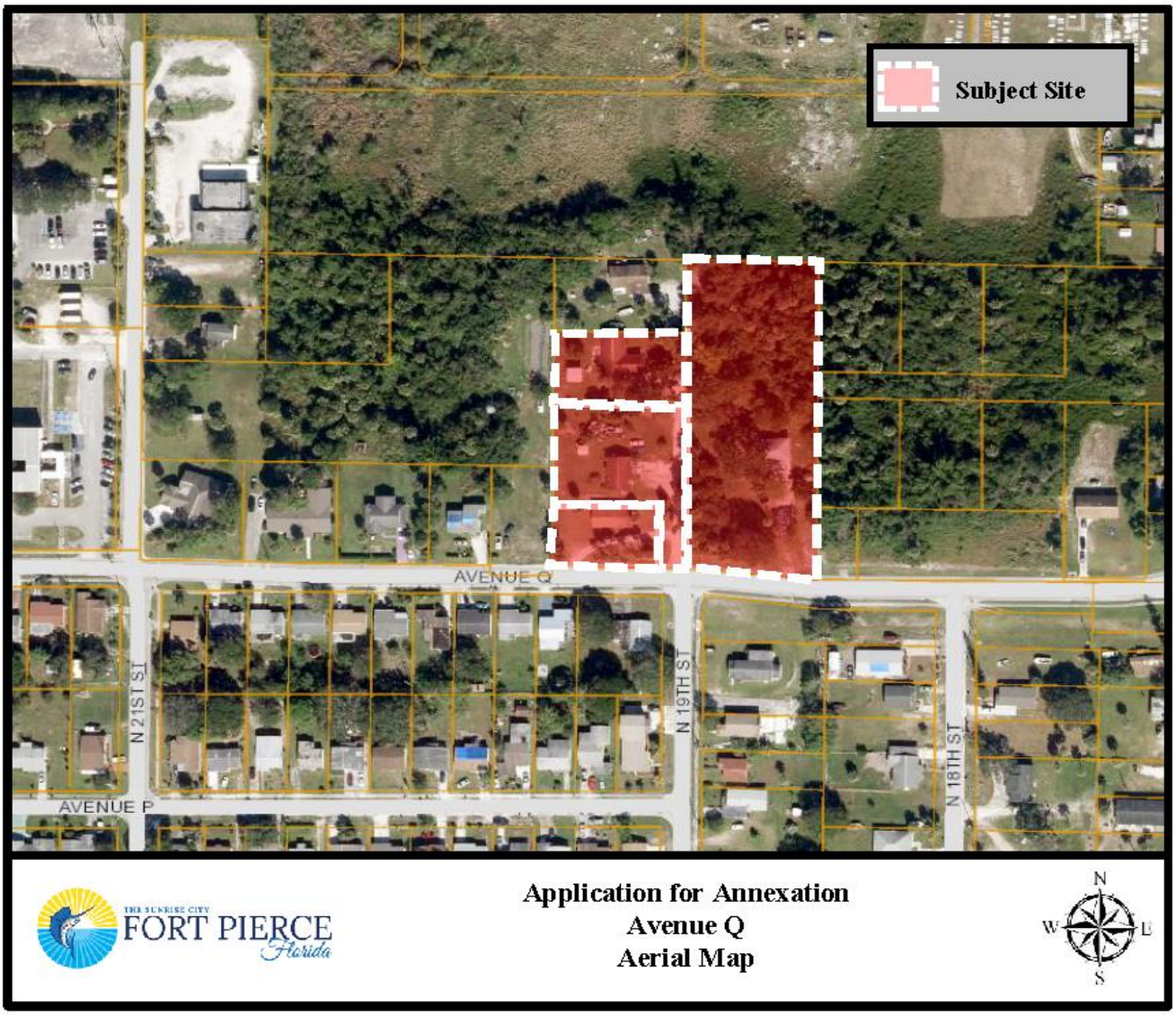
Surrounding FLU:

Surrounding Zoning:

North	East	South	West
P/F (SLC)	RU (SLC)	RL	RU (SLC)
I (SLC)	RS-4 (SLC)	R-3	RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6) generally located on the north side of Avenue Q, between North 21st Street and North 17th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for all of these parcels on Avenue Q is of Residential Urban 5 Dwelling Units/Acre (RU) with a compatible St. Lucie County Zoning of Single Family, 4 Dwelling Units/Acre (RS-4). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for all parcels will be Low Density Residential (RL) and the proposed Zoning classification will be Single Family Moderate Density (R-3).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

These proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $74,353, $25,000, $45,859, and $51,810. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The surrounding area has an even mix of properties with-in St. Lucie County jurisdiction and within City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations will remain consistent with the current County and City Comprehensive Plans. The Future Land Use designation of Low Density Residential (RL) and Zoning classification of Single-Family Moderate Density (R-3) is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed four (4) annexations along with the Future Land Use and Zoning designations of RL and R-3, respectively for each of the parcels.

ORDINANCE NO. 19-045

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **1810 AVENUE Q 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2404-213-0001-000-7

A 1.58-ACRE PORTION OF LAND BEGINNING 500 FEET EAST OF THE SW CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN FROM THENCE NORTH 436 FEET; THENCE EAST 320 FEET; MORE OR LESS, TO LAND FORMERLY OWNED BY JAKE SIKES; THENCE SOUTH 436 FEET; THENCE WEST 320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 3 ARES, MORE OR LESS.

Said property containing 1.58 acres, more or less, and being generally located at 1810 Avenue Q. in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned R-3, Single Family Moderate Density, and assigned a Future Land Use Designation of RL, Low Density Residential, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-045 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

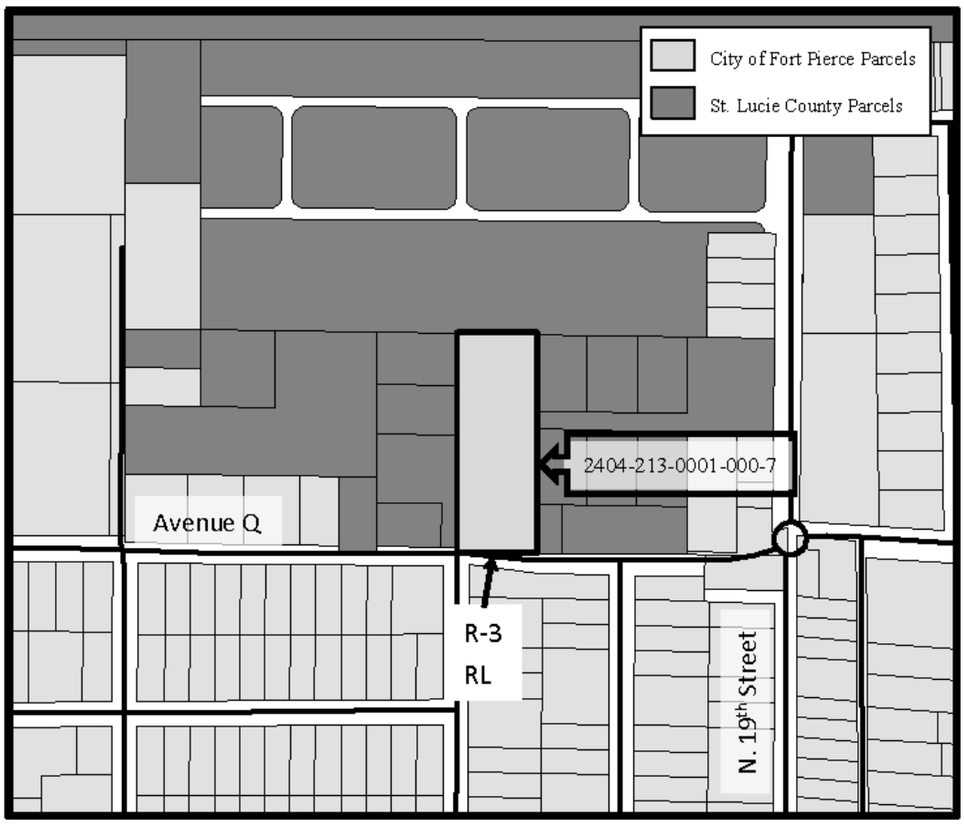
EXHIBIT A
Annexed Area & Legal Description



A 1.58-ACRE PORTION OF LAND BEGINNING 500 FEET EAST OF THE SW CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN FROM THENCE NORTH 436 FEET; THENCE EAST 320 FEET; MORE OR LESS, TO LAND FORMERLY OWNED BY JAKE SIKES; THENCE SOUTH 436 FEET; THENCE WEST 320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 3 ARES, MORE OR LESS

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-3, Single Family Moderate Density and have a Future Land Use Designation of RL, Low Density Residential.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4048914 OR BOOK 3725 PAGE 247, Recorded 03/16/2015 at 10:40 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2404-213-0001-000-7	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	1810 AVENUE Q, FORT PIERCE, FLORIDA 34950 Location Address 1810 AVENUE Q, FORT PIERCE, FLORIDA 34950 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Beginning 500 feet East of the SW corner of the NE ¼ of the NW ¼ of Section 4, Township 35 South, Range 40 East, run from thence North 436 feet; thence East 320 feet; more or less, to land formerly owned by Jake Sikes; thence South 436 feet; thence West 320 feet, more or less, to the point of beginning, containing 3 acres, more or less.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 2 day of 17, 2015.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Printed Witness Signature

Witness Signature

Printed Witness Signature

Signature
Willie Mae Tucker, a/k/a Willa Mae Tucker, a single adult
Printed Signature
1810 Avenue Q
Address
Fort Pierce, Florida 34950
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Willie Mae Tucker, a/k/a Willa Mae Tucker, a single adult**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL Notary Public State of Florida Willy J Williams Sr My Commission EE 101279 Expires 06/09/2016	Witness my hand and official Seal in the County and State last aforesaid this 17TH day of FEBRUARY, A.D. 2015. Notary Signature WILLY J. WILLIAMS, SR. Notary Printed Signature

C:\Users\Welcome\Desktop\Forms\Tucker, Willie Mae AA.docx

Revised 7/9/04 per atty.

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

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 1908 Avenue Q. (2404-213-0001-050-2)

SUBJECT:

Legislative Hearing - Ordinance 19-046 extending the territorial limits of the City of Fort Pierce, Florida, to include 1908 Avenue Q in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land with an amendment to the Future Land Use and Zoning Maps to Low Density Residential (RL) and Single-Family Moderate Density (R-3), respectively,

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $45,859 and the 2018 tax bill was $1,169.55.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:00 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 04:34 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Four (4) Parcels**
1810 & 1910 Avenue Q. and two parcels addressed 1908 Avenue Q.

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Cherry Saylor
Christine Tucker (EST)
1810 Avenue Q.
Fort Pierce, FL 34950

Leroy and Cynthia Matthews
1910 Avenue Q
Fort Pierce, FL 34950

Gwendolyn Matthews
PO Box 3274
Fort Pierce, FL 34948

Cheryl M Handy
8650 Pine Martin Lane
Fort Pierce, FL 34947

Requested Action: Approval of Voluntary Applications for Annexation of four (4) parcels of land with an amendment to the Future Land Use and Zoning Maps to Low Density Residential (RL) and Single-Family Moderate Density (R-3) designations, respectively, for each parcel.

Site Location: 1810 and 1910 Avenue Q and two (2) parcels addressed 1908 Avenue Q, in Fort Pierce, Florida.

Parcel ID's: 2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6

Parcel Size: 1.58, 0.37 acres, 0.26, and 0.61 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

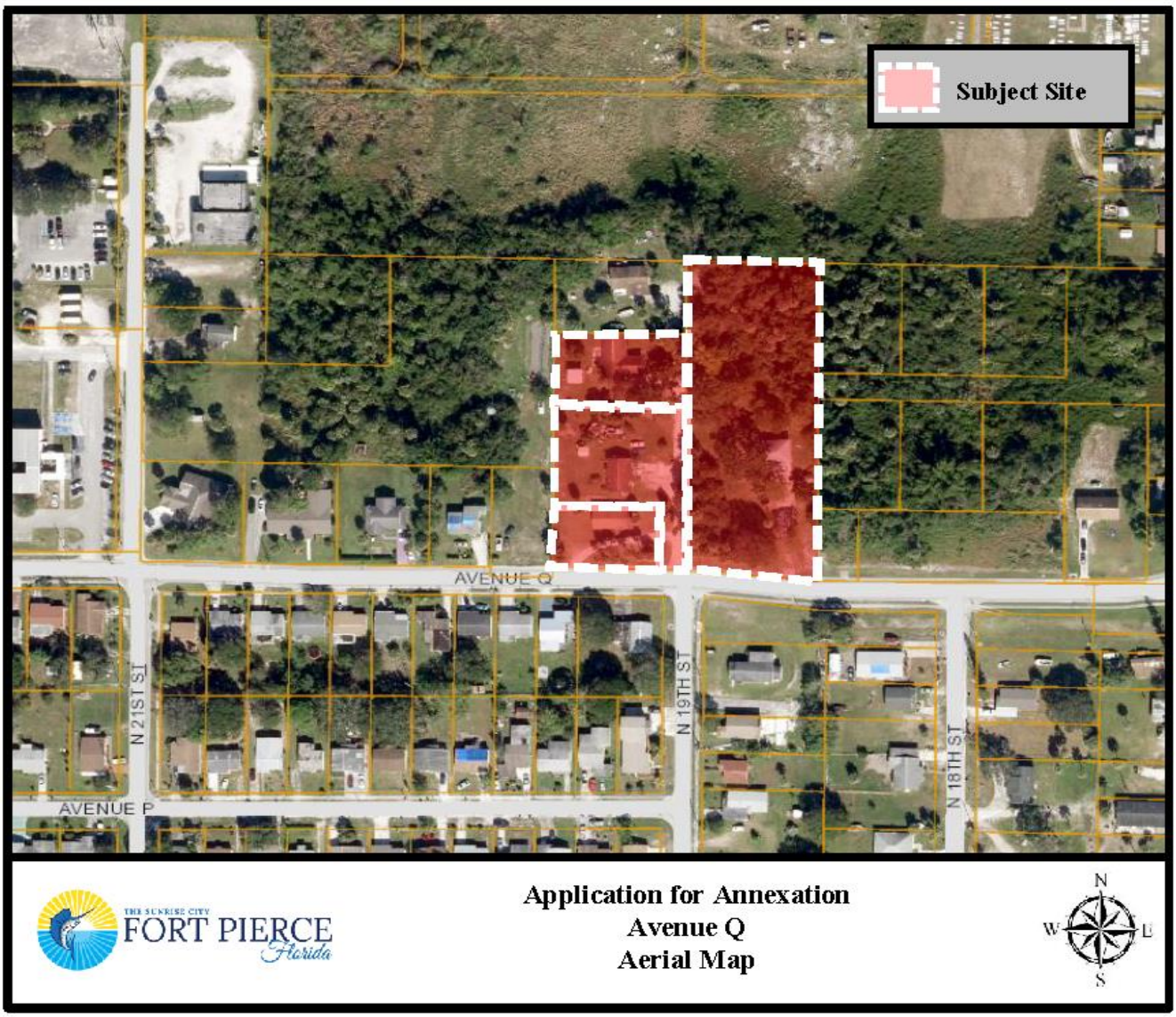
Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single Family Moderate Density (R-3)

	North	East	South	West
Surrounding FLU:	P/F (SLC)	RU (SLC)	RL	RU (SLC)
Surrounding Zoning:	I (SLC)	RS-4 (SLC)	R-3	RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6) generally located on the north side of Avenue Q, between North 21st Street and North 17th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for all of these parcels on Avenue Q is Residential Urban 5 Dwelling Units/Acre (RU) and the Zoning is Single Family, 4 Dwelling Units/Acre (RS-4). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use and Zoning designations for all parcels is Low Density Residential (RL) and Single-Family Moderate Density (R-3), respectively.

Staff confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (Parcel ID's 2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6) are approximately $74,353, $25,000, $45,859, and $51,810, respectively. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." As the property is within the FPUA service boundary, pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services.

The City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use and Zoning Designations of RL and R-3, respectively are consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed four (4) annexations along with the Future Land Use and Zoning designations of RL and R-3, respectively for each of the parcels.

ORDINANCE NO. 19-046

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **1908 AVENUE Q. IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTIES AND PLACE THEM ON THE CITY TAX ROLLS AS OF JANUARY 1, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTIES; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the properties to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of properties in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject properties and also waives any and all objection to annexation of the properties; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the

St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID's: 2404-213-0001-050-2 & 2404-213-0001-030-6

0.87 acres of land in Section 4, Township 35 South, Range 40 East, beginning 500 feet East of the SW corner of the NE ¼ of NW ¼, then run North 12.5 feet to the Point of Beginning, then North 223.5 feet, then East 160 feet, then South 223.5 feet, then West 160 feet to the Point of Beginning.

Said properties containing 0.26 and 0.61 acres, more or less, and being generally located at 1908 Avenue Q. in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the lands described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the lands herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned R-3, Single Family Moderate Density, and assigned a Future Land Use Designation of RL, Low Density Residential, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-046 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

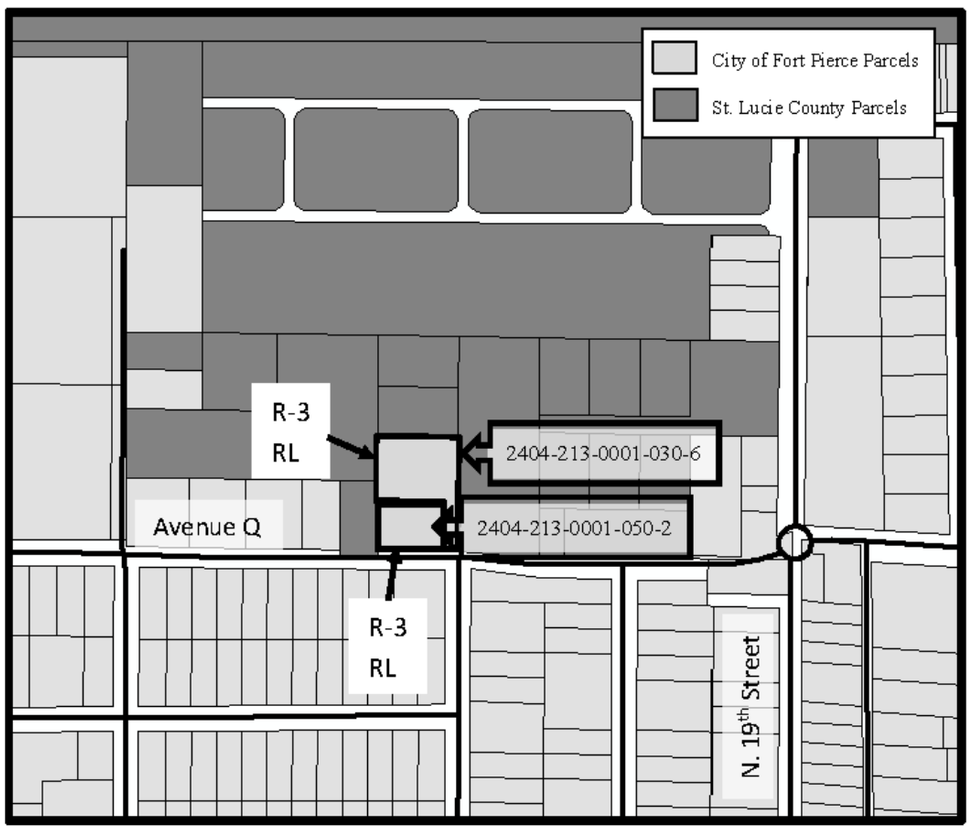
EXHIBIT A
Annexed Area & Legal Description



0.87 acres of land in Section 4, Township 35 South, Range 40 East, beginning 500 feet East of the SW corner of the NE ¼ of NW ¼, then run North 12.5 feet to the Point of Beginning, then North 223.5 feet, then East 160 feet, then South 223.5 feet, then West 160 feet to the Point of Beginning.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 dwelling units per acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-3, Single Family Moderate Density and have a Future Land Use Designation of RL, Low Density Residential.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4134424 OR BOOK 3810 PAGE 2843, Recorded 11/23/2015 at 09:29 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2404-213-0001-010-0	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	1908 AVENUE Q, FORT PIERCE, FLORIDA 34950 Location Address 1910 AVENUE Q, FORT PIERCE, FLORIDA 34950 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

See "Exhibit A" appended hereto and by this reference incorporated herein.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 6TH day of OCT., 2015.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Rosalie Lavertu
Printed Witness Signature

Witness Signature
Amy Stoutli
Printed Witness Signature

Signature
Cheryl M. Handy
Printed Signature
1809 SW Drive
Address
Fort Pierce, FL 34947
City, State, Zip

Signature
Leroy Matthews
Printed Signature
1908 Avenue Q
Address
Fort Pierce, FL 34950
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Leroy Matthews** and **Cynthia Ann Matthews, his wife**, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed same, that I relied upon the following form of identification of the above-named person: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 6TH day of OCT., A.D. 2015. Notary Signature Rosalie Lavertu Notary Printed Signature

OR BOOK 3810 PAGE 2844

EXHIBIT "A" - LEGAL DESCRIPTION

party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

Real Property located at 1908 Avenue Q, Fort Pierce, Florida 34950 A/K/A Parcel ID#2404-213-0001-030-6, with legal description of Section 04, Township 35 S, Range 40E beginning 500ft. E & SW corner of NE 1/4 & NW 1/4, Then Run N 12.5ft to POB, Then N 223.5ft., then E 160ft, Then S 223.5ft., then W 160ft. TO POB (OR 2751-2429)

City Commission Regular Meeting **12. c.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 1910 Avenue Q. (2404-213-0001-010-0)

SUBJECT:

Legislative Hearing - Ordinance 19-047 extending the territorial limits of the City of Fort Pierce, Florida, to include 1910 Avenue Q in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single Family Moderate Density (R-3).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $25,000 and the 2018 tax bill was $812.02.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:01 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 04:43 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Four (4) Parcels 1810 and 1910 Avenue Q and two (2) parcels addressed 1908 Avenue Q**
HEARING DATES:	November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Cherry Saylor
Christine Tucker (EST)
1810 Avenue Q
Fort Pierce, FL 34950

Leroy and Cynthia Matthews
1910 Avenue Q
Fort Pierce, FL 34950

Gwendolyn Matthews
PO Box 3274
Fort Pierce, FL 34948

Cheryl M Handy
8650 Pine Martin Lane
Fort Pierce, FL 34947

Requested Action: Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Future Land Use Designations of Low Density Residential (RL) and a Zoning designation of Single-Family Moderate Density (R-3) for each parcel.

Site Location: 1810 & 1910 Avenue Q. and two (2) parcels addressed 1908 Avenue Q, all in Fort Pierce, Florida.

Parcel ID's: 2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6

Parcel Size: 1.58, 0.37 acres, 0.26, and 0.61 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single Family Moderate Density (R-3)

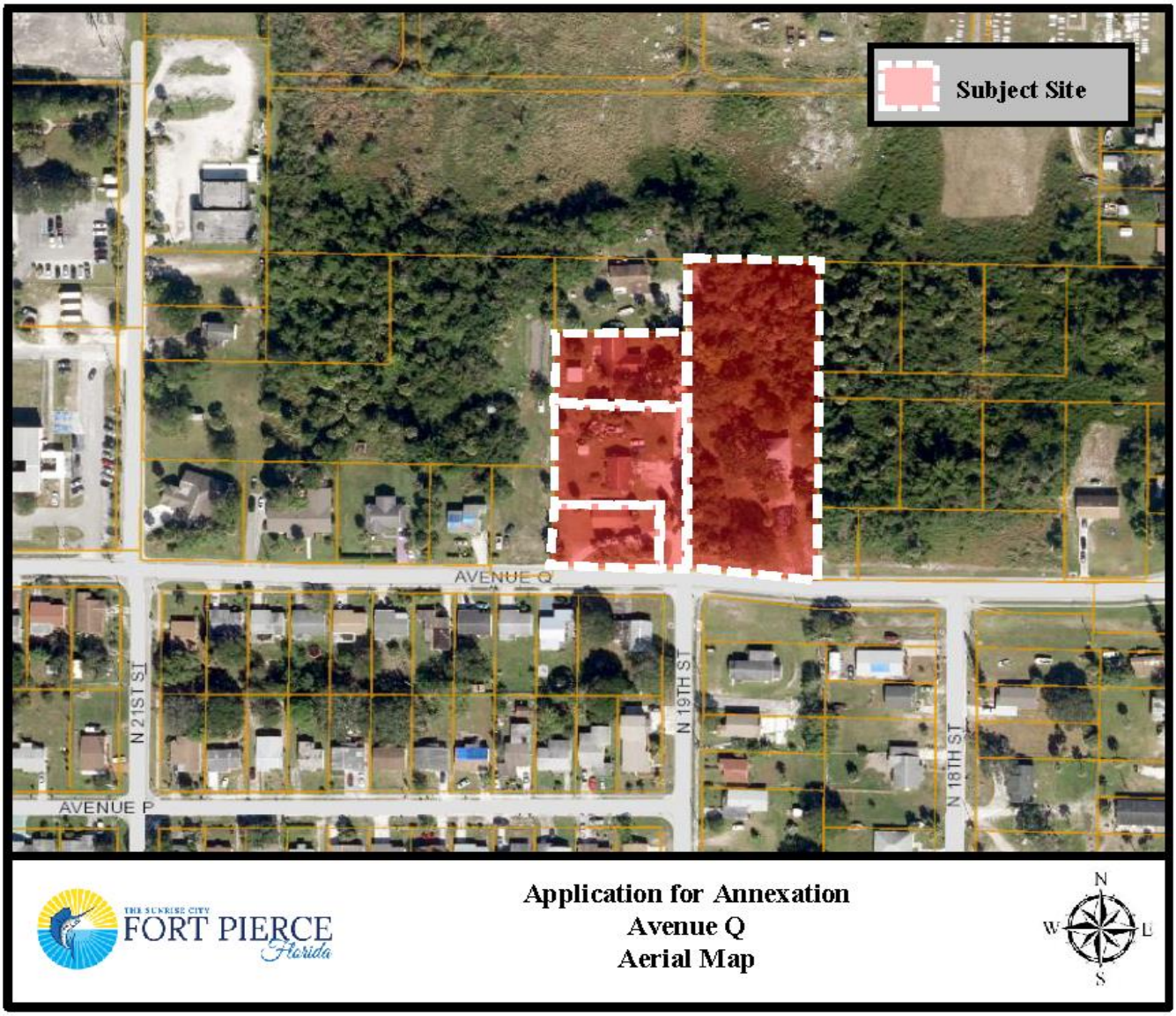
Surrounding FLU:

Surrounding Zoning:

North	East	South	West
P/F (SLC)	RU (SLC)	RL	RU (SLC)
I (SLC)	RS-4 (SLC)	R-3	RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6) generally located on the north side of Avenue Q., between North 21st Street and North 17th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU) and St. Lucie County Zoning is Single Family, 4 Dwelling Units/Acre (RS-4) for all of these parcels on Avenue Q. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use and Zoning designation for all parcels is Low Density Residential (RL) and Single Family Moderate Density (R-3, respectively.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (2404-213-0001-000-7, 2404-213-0001-010-0, 2404-213-0001-050-2, and 2404-213-0001-030-6) are approximately $74,353, $25,000, $45,859, and $51,810, respectively. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The surrounding area has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of Single-Family Moderate Density (R-3), and the Future Land Use designation of Low Density Residential (RL) would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed four (4) annexations with the associated Future Land Use and Zoning designations of RL and R-3, respectively, for each of the parcels.

ORDINANCE NO. 19-047

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **1910 AVENUE Q. 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2404-213-0001-010-0

Begin 500 feet East of the SW corner of the NE ¼ of the NW ¼ of Section 4, Township 35 South, Range 40 East, thence run North 336 feet; thence run East 160 feet; thence run South 336 feet; thence run West 160 feet to the Point of Beginning.

Said property containing 0.37 acres, more or less, and being generally located at 1910 Avenue Q. in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned R-3, Single Family Moderate Density, and assigned a Future Land Use Designation of RL, Low Density Residential, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-047 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

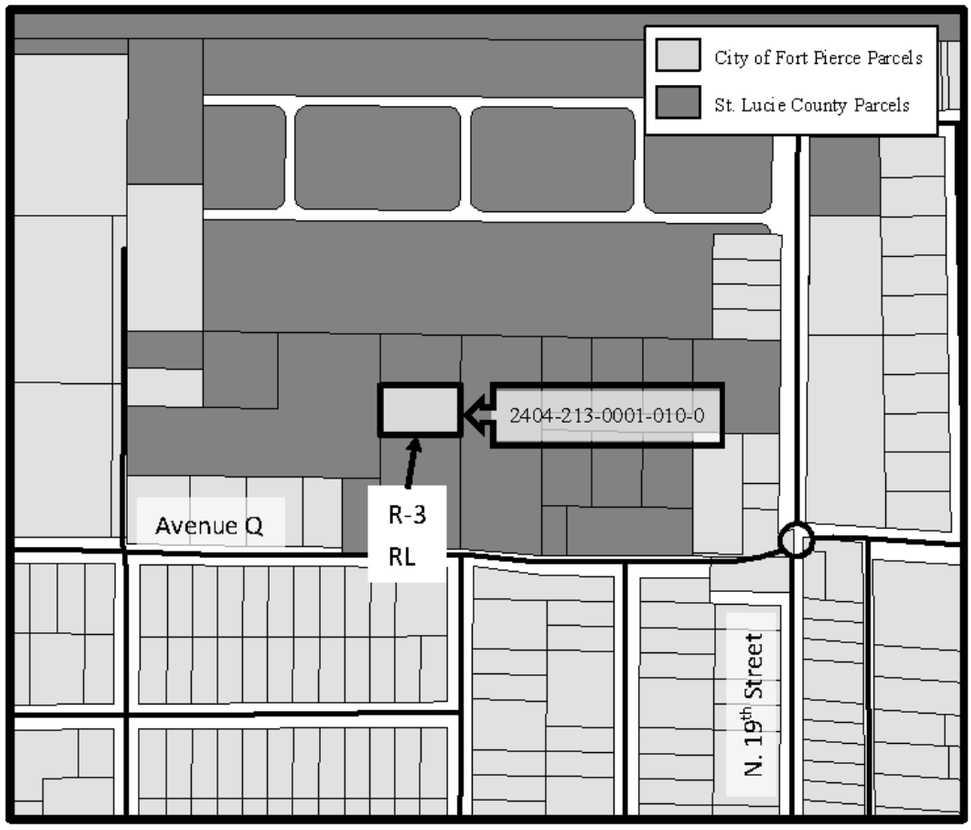
EXHIBIT A
Annexed Area & Legal Description



Begin 500 feet East of the SW corner of the NE ¼ of the NW ¼ of Section 4, Township 35 South, Range 40 East, thence run North 336 feet; thence run East 160 feet; thence run South 336 feet; thence run West 160 feet to the Point of Beginning

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 dwelling units per acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-3, Single Family Moderate Density and have a Future Land Use Designation of RL, Low Density Residential.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4134419 OR BOOK 3810 PAGE 2837, Recorded 11/23/2015 at 09:28 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2404-213-0001-010-0	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	1910 AVENUE Q, FORT PIERCE, FLORIDA 34950 Location Address 1910 AVENUE Q, FORT PIERCE, FLORIDA 34950 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

That part of Parcel A, per unrecorded sketch of survey described as follows:

Begin 500 feet East of the SW corner of the NE ¼ of the NW ¼ of Section 4, Township 35 South, Range 40 East, thence run North 336 feet; thence run East 160 feet; thence run South 336 feet; thence run West 160 feet to the Point of Beginning.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 1ST day of OCTOBER, 2015.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Rosalie Lavertu
Printed Witness Signature

Witness Signature
Amy Shevlin
Printed Witness Signature

Signature
Leroy Matthews
Printed Signature
1908 Avenue Q
Address
Fort Pierce, Florida 34950
City, State, Zip

Signature
Cynthia Ann Matthews, his wife
Printed Signature
1908 Avenue Q
Address
Fort Pierce, Florida 34950
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Leroy Matthews** and **Cynthia Ann Matthews, his wife**, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed same, that I relied upon the following form of identification of the above-named person: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 1ST day of OCTOBER, A.D. 2015. Notary Signature Rosalie Lavertu Notary Printed Signature

City Commission Regular Meeting **12. d.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 1706 Juanita Avenue (1433-701-0515-000-8)

SUBJECT:

Legislative Hearing - Ordinance 19-048 extending the territorial limits of the City of Fort Pierce, Florida, to include 1706 Juanita Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of Single-Family Low Density (R-1) and a Future Land Use Designation of Low Density Residential (RL).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $25,000 and the 2018 tax bill was $838.69.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Hofmeister	11/13/2019 08:33 AM
City Manager	Nick Mimms	11/13/2019 03:01 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 04:48 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112 E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Zoning designations of R-1, Single-Family Low Density, and Future Land Use Designations of RL, Residential Low Density for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

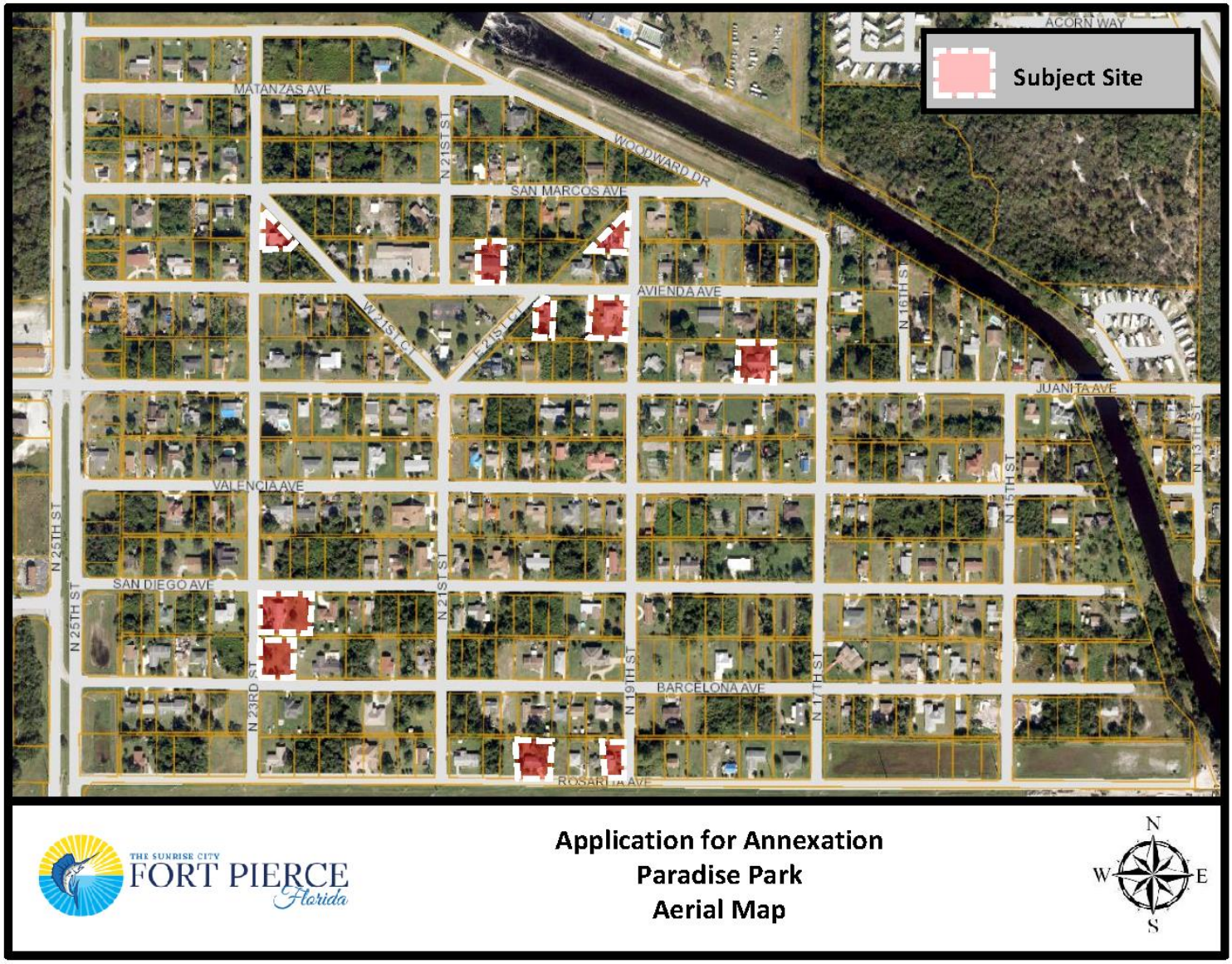
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low-Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The subject parcels are currently designated St. Lucie County Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU) with the compatible St. Lucie County Zoning of Single Family, 4 Dwelling Units/Acre (RS-4). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use and Zoning designation for all parcels are proposed as Residential Low Density (RL) and Single-Family Low Density (R-1), respectively.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656, respectively. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-048

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **1706 JUANITA 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0515-000-8

LOTS 17 & 18, BLOCK 30, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.37 acres, more or less, and being generally located at 1706 Juanita Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-048 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

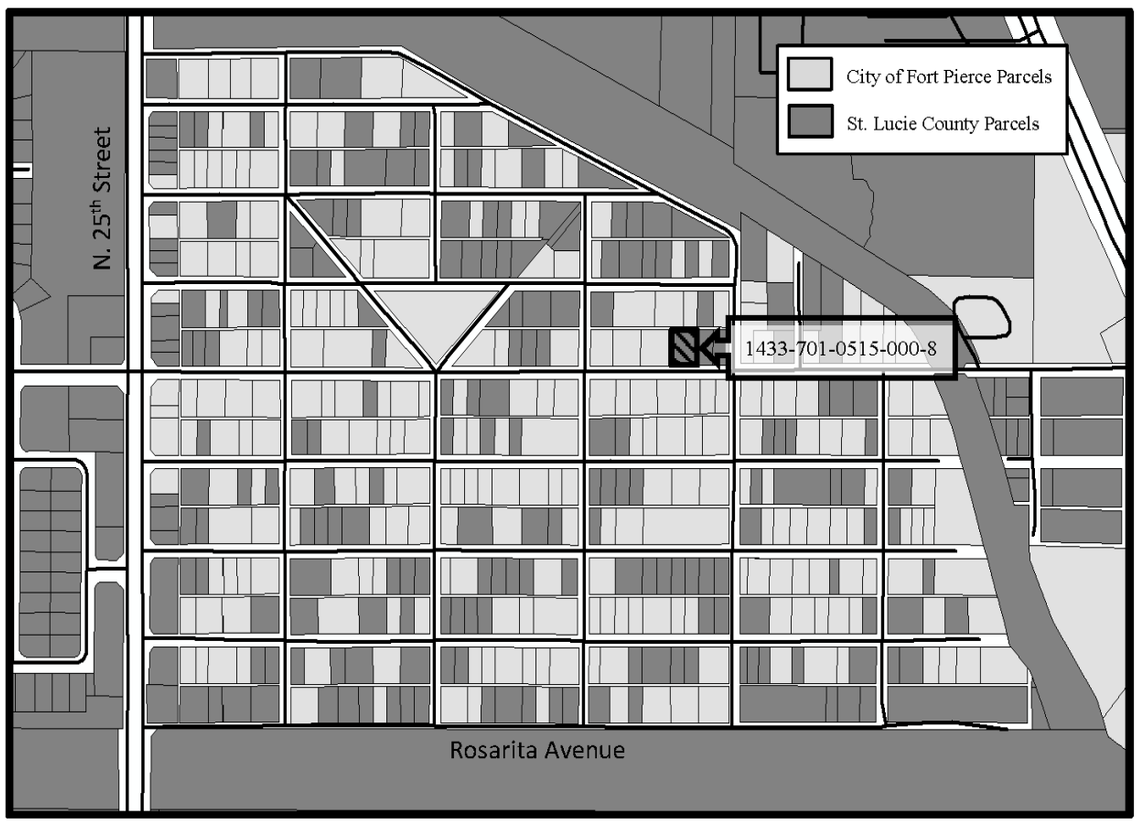
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

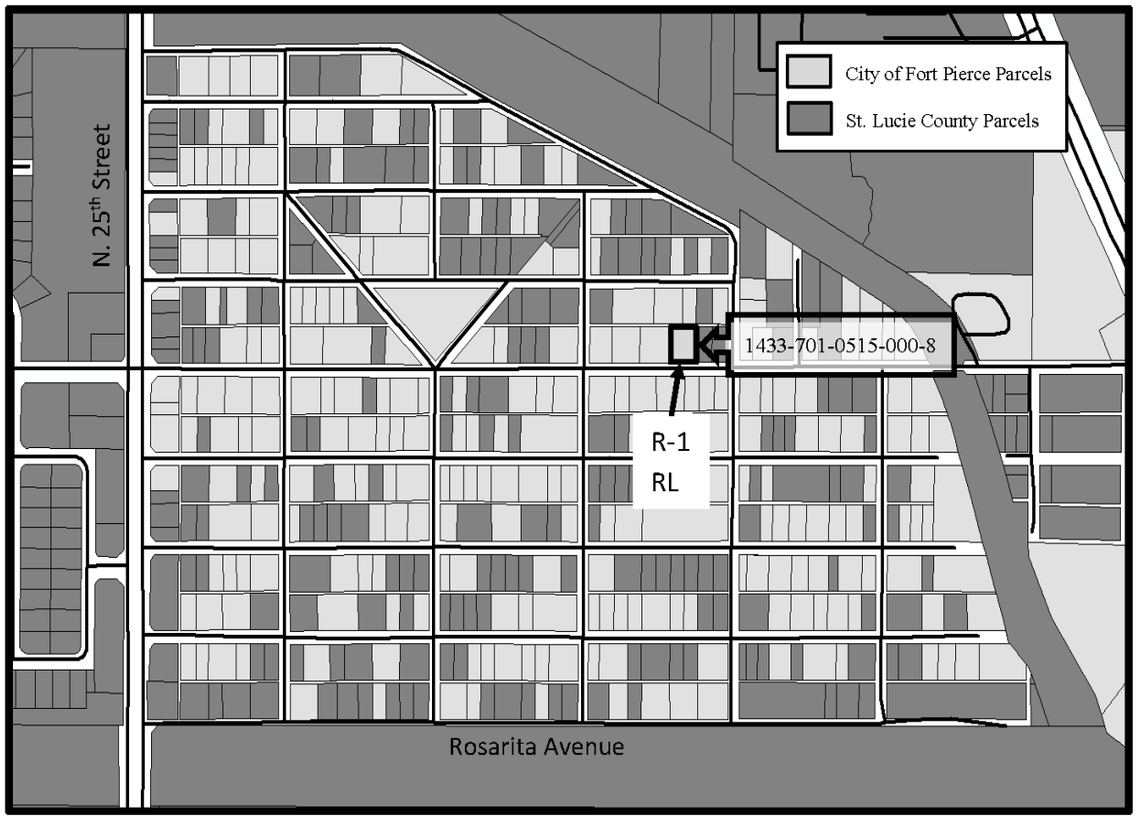
EXHIBIT A
Annexed Area & Legal Description



LOTS 17 & 18, BLOCK 30, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3706485 OR BOOK 3392 PAGE 52, Recorded 05/23/2012 at 07:43 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0515-000-8	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	1706 JUANITA AVENUE, FORT PIERCE, FLORIDA 34946 Location Address 1706 JUANITA AVENUE, FORT PIERCE, FLORIDA 34946 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOTS 17 AND 18, BLOCK 30, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 7th day of MAY, 2012.

Signed, sealed and delivered in our presence as witnesses:

Susan M. Burban
Witness Signature

Susan M. Burban
Printed Witness Signature

Witness Signature

Rosalie Lavertu
Printed Witness Signature

Sandra L. Jenkins
Signature
Sandra L. Jenkins, a single adult
Printed Signature
1706 Juanita Avenue
Address
Fort Pierce, Florida 34946
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sandra L. Jenskis, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL SUSAN M. BURBAN Commission # EE 141093 Expires December 12, 2015 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 7th day of MAY, A.D. 2012. Susan M. Burban Notary Signature Susan M. Burban Notary Printed Signature

City Commission Regular Meeting **12. e.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2000 North 19th Street (1433-701-0418-000-8)

SUBJECT:

Legislative Hearing - Ordinance 19-049 extending the territorial limits of the City of Fort Pierce, Florida, to include 2000 North 19th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $13,593 and the 2018 tax bill was $528.48.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Hofmeister	11/13/2019 08:33 AM
City Manager	Nick Mimms	11/13/2019 03:02 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 04:52 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas C. Mimms, PE, City Manager

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 & 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low Density (RL) and Zoning Designation of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

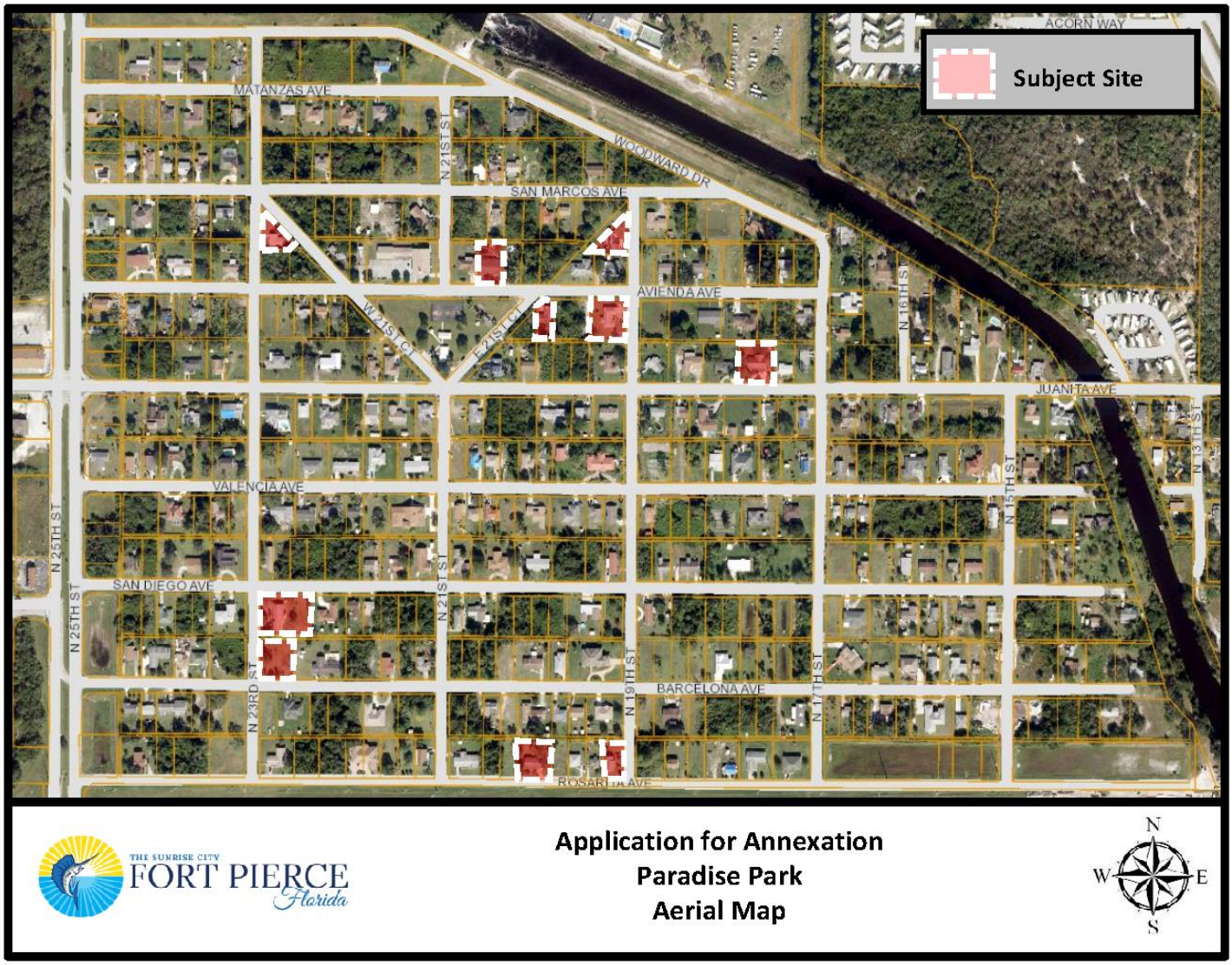
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use and Zoning for 2402 Valencia Avenue is Residential Urban 5 Dwelling Units/Acre (RU) and Single Family, 4 Dwelling Units/Acre (RS-4), respectively. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use and Zoning designation for all parcels will be Residential Low Density (RL) and Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

These proposed annexations are also consistent with Chapter 171.044, F.S, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) respectively, are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services. The City of Fort Pierce Future Land Use and Zoning designations will remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of Residential Low Density (RL) and compatible Zoning Designation of Single-Family Low Density (R-1), are consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use designation of RL and Zoning designation of R-1 for each of the parcels.

ORDINANCE NO. 19-049

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2000 NORTH 19TH 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit "C;" and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0418-000-8

LOT 20, BLOCK 25, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.22 acres, more or less, and being generally located at 2000 North 19th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-049 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

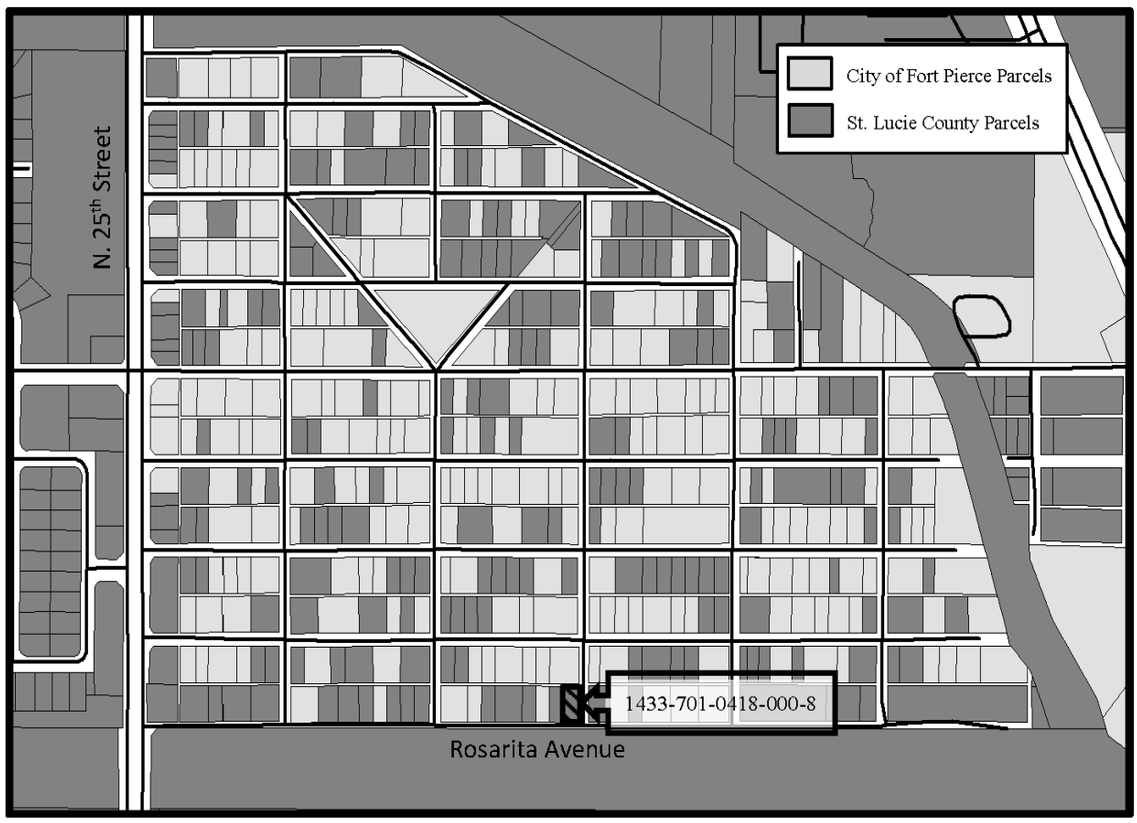
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

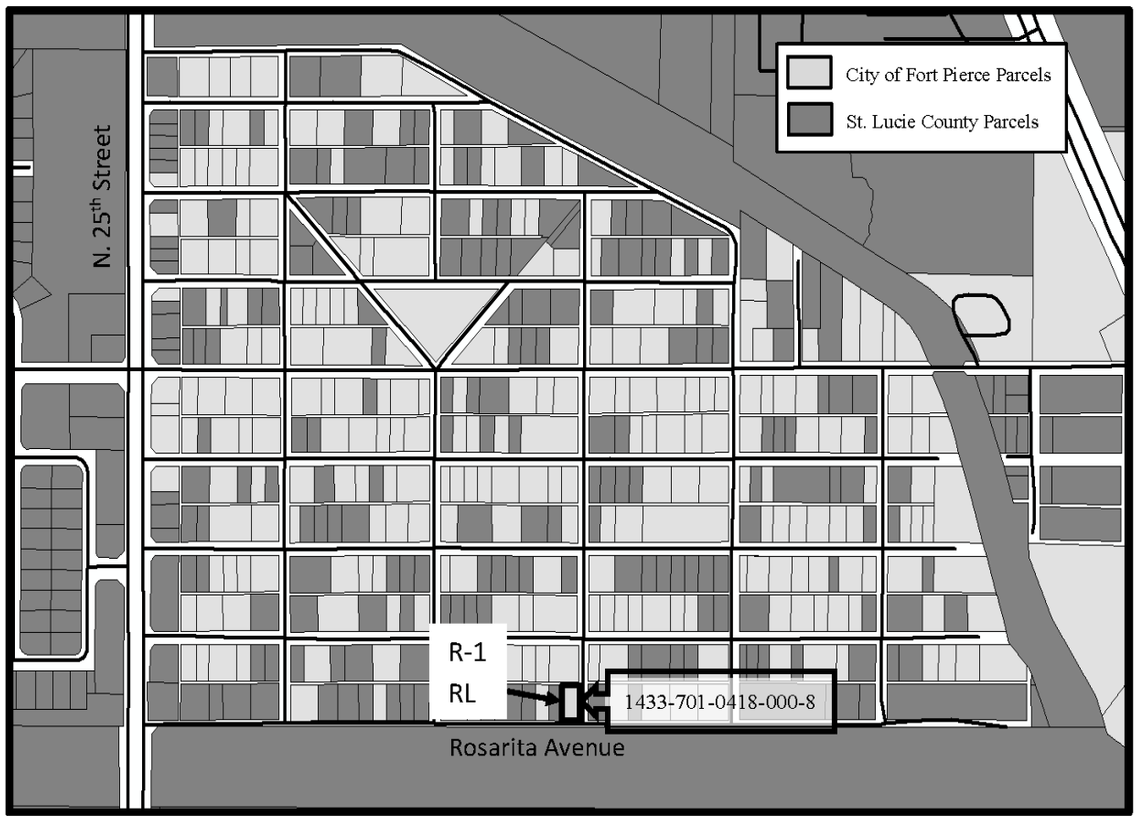
EXHIBIT A
Annexed Area & Legal Description



LOT 20, BLOCK 25, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3570411 OR BOOK 3275 PAGE 2676, Recorded 03/14/2011 at 10:09 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0418-000-8	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2000 N. 19TH STREET, FORT PIERCE, FL 34946 Location Address 2000 N. 19TH STREET, FORT PIERCE, FL 34946 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOT 20, BLOCK 25, PARADISE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hand and seal this 16th day of February 2011.

Signed, sealed and delivered in our presence as witnesses:

Susan M. Burban
Witness Signature

Susan M. Burban
Printed Witness Signature

Witness Signature

Rosalie Lavertu
Printed Witness Signature

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Gwendolyn Bennett
Signature
Gwendolyn Bennett
Printed Signature
2000 N. 19th Street
Address
Fort Pierce, FL 34946
City, State, Zip

Leonard Washington
Signature
Leonard Washington, her husband
Printed Signature
2000 N. 19th Street
Address
Fort Pierce, FL 34946
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Gwendolyn Bennett and Leonard Washington, her husband,, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU MY COMMISSION # DD643930 EXPIRES May 21 2011 (407) 398-0153 FloridaNotaryService.com	Witness my hand and official Seal in the County and State last aforesaid this 16th day of February, A.D. 2011. Notary Signature Rosalie Lavertu Notary Printed Signature

City Commission Regular Meeting **12. f.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2000 Rosarita Avenue (1433-701-0413-000-3)

SUBJECT:

Legislative Hearing - Ordinance 19-050 extending the territorial limits of the City of Fort Pierce, Florida, to include 2000 Rosarita Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $64,300 and the 2018 tax bill was $1,502.53.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Hofmeister	11/13/2019 08:33 AM
City Manager	Nick Mimms	11/13/2019 03:02 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 04:55 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
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Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
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Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

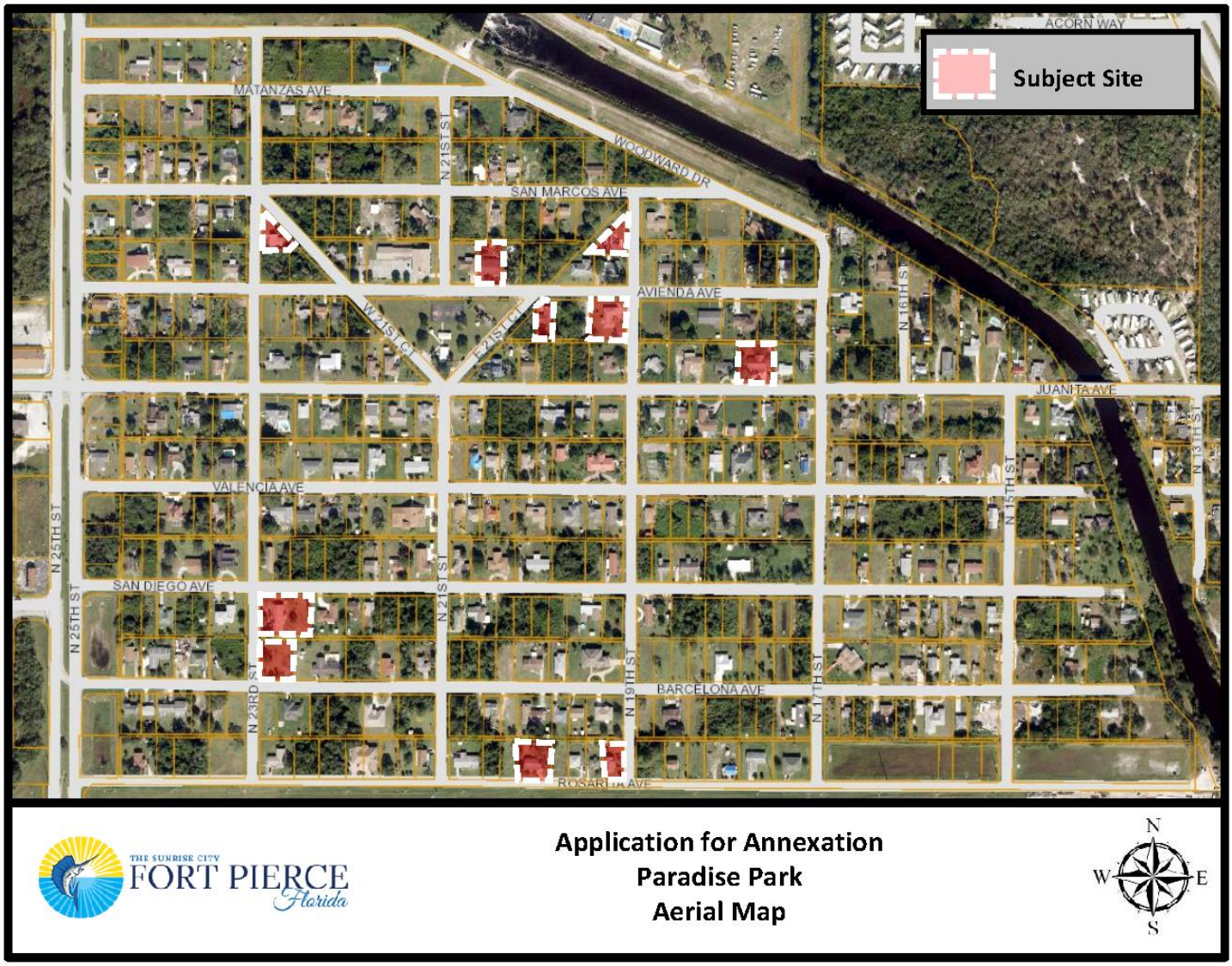
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) and the St. Lucie County is Zoning Single Family, 4 Dwelling Units/Acre (RS-4) for 2402 Valencia Avenue. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Residential Low Density (RL) and the Zoning designation for all parcels is be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656, respectively. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-050

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2000 ROSARITA 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0413-000-3

LOTS 15 & 16, BLOCK 25, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.37 acres, more or less, and being generally located at 2000 Rosarita Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-050 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

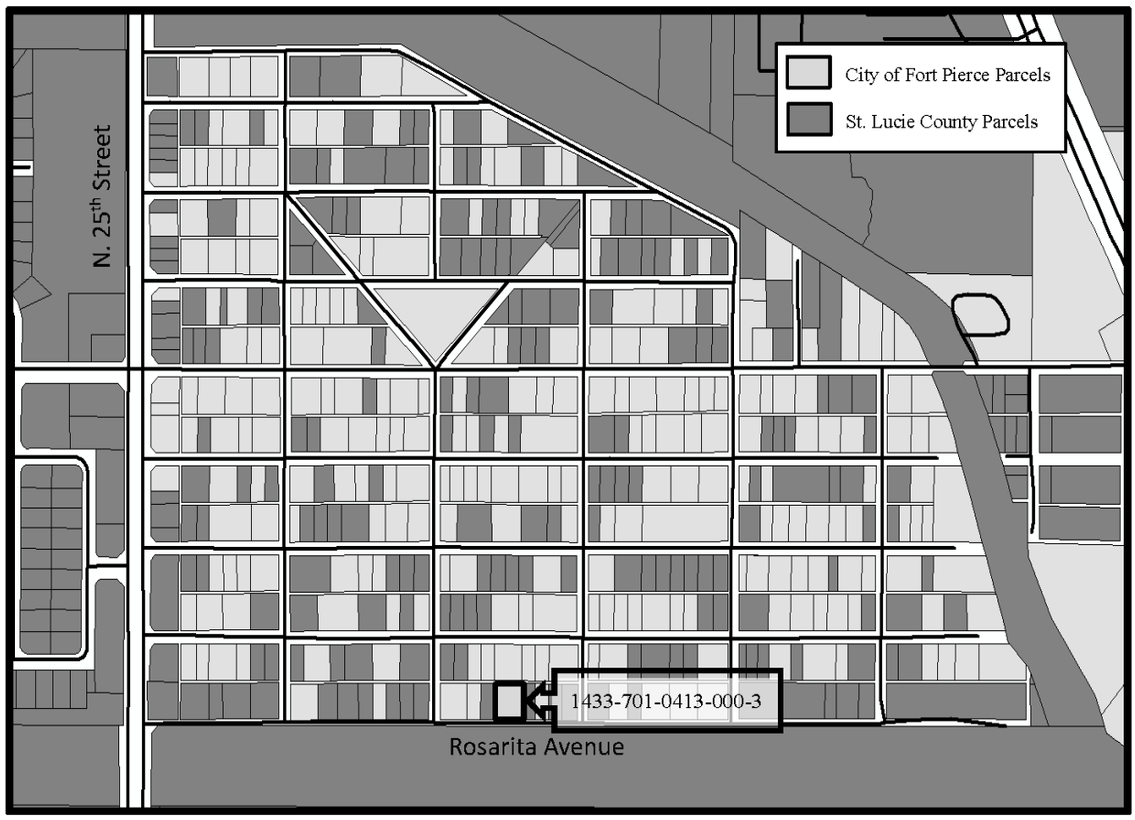
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

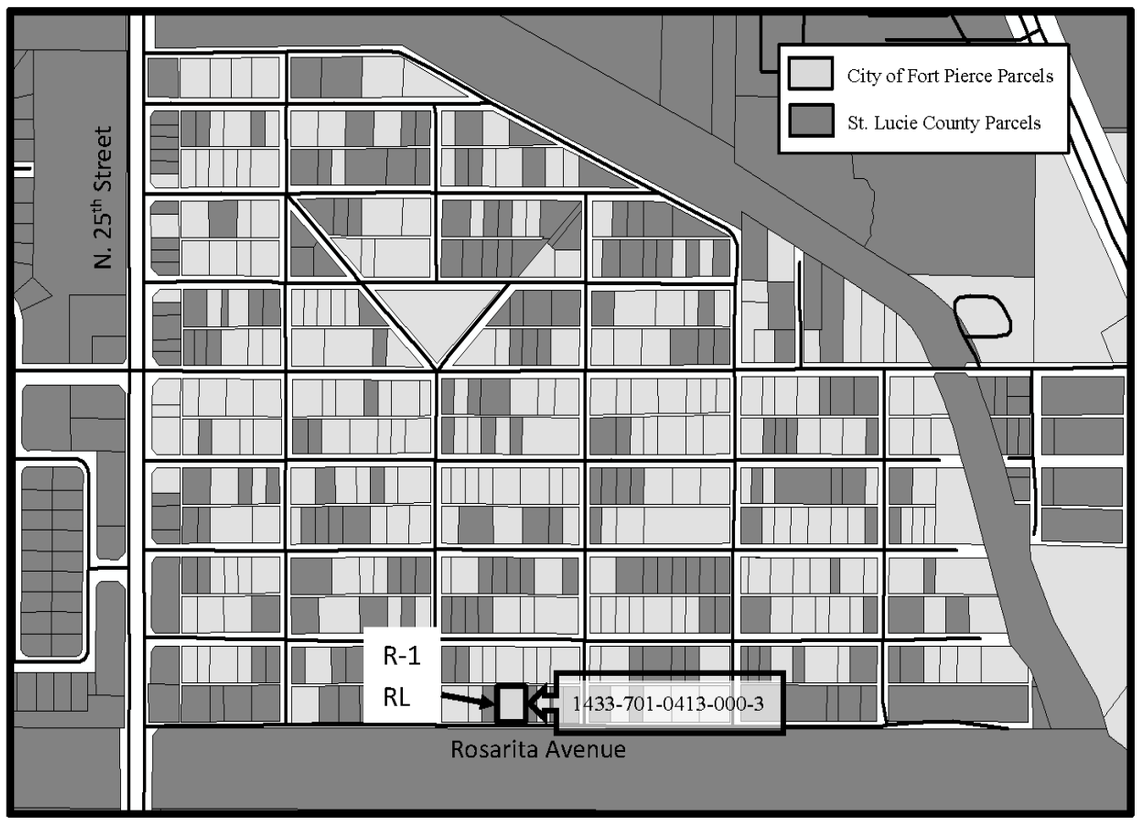
EXHIBIT A
Annexed Area & Legal Description



LOTS 15 & 16, BLOCK 25, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4048916 OR BOOK 3725 PAGE 249, Recorded 03/16/2015 at 10:40 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0413-000-3	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2000 ROSARITA AVENUE, FORT PIERCE, FLORIDA 34946 Location Address 1020 RUE BELANGER, ST. JEROME, PQ CANADA G7Y 4Y1 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lots 15 and 16, Block 25, of Paradise Park, according to the Plat thereof, as recorded in Plat Book 8, at Page 17, of the Public Records of St. Lucie County, Florida.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 1020 RUE BELANGER, ST. JEROME, PQ, CANADA G7Y 4Y1

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 13TH day of FEBRUARY, 2015.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

AMY SHEULIN
Printed Witness Signature

Witness Signature

ROSALIE LAVERTU
Printed Witness Signature

Signature
Christine Gagnon
Printed Signature
1020 Rue Belanger
Address
St. Jerome, PQ, Canada G7Y 4Y1
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Christine Gagnon**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 13TH day of FEBRUARY, A.D. 2015. Notary Signature ROSALIE LAVERTU Notary Printed Signature

City Commission Regular Meeting **12. g.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2004 Avienda Avenue (1433-701-0318-000-7)

SUBJECT:

Legislative Hearing - Ordinance 19-051 extending the territorial limits of the City of Fort Pierce, Florida, to include 2004 Avienda Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $48,037 and the 2018 tax bill was $1529.80.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:02 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:09 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

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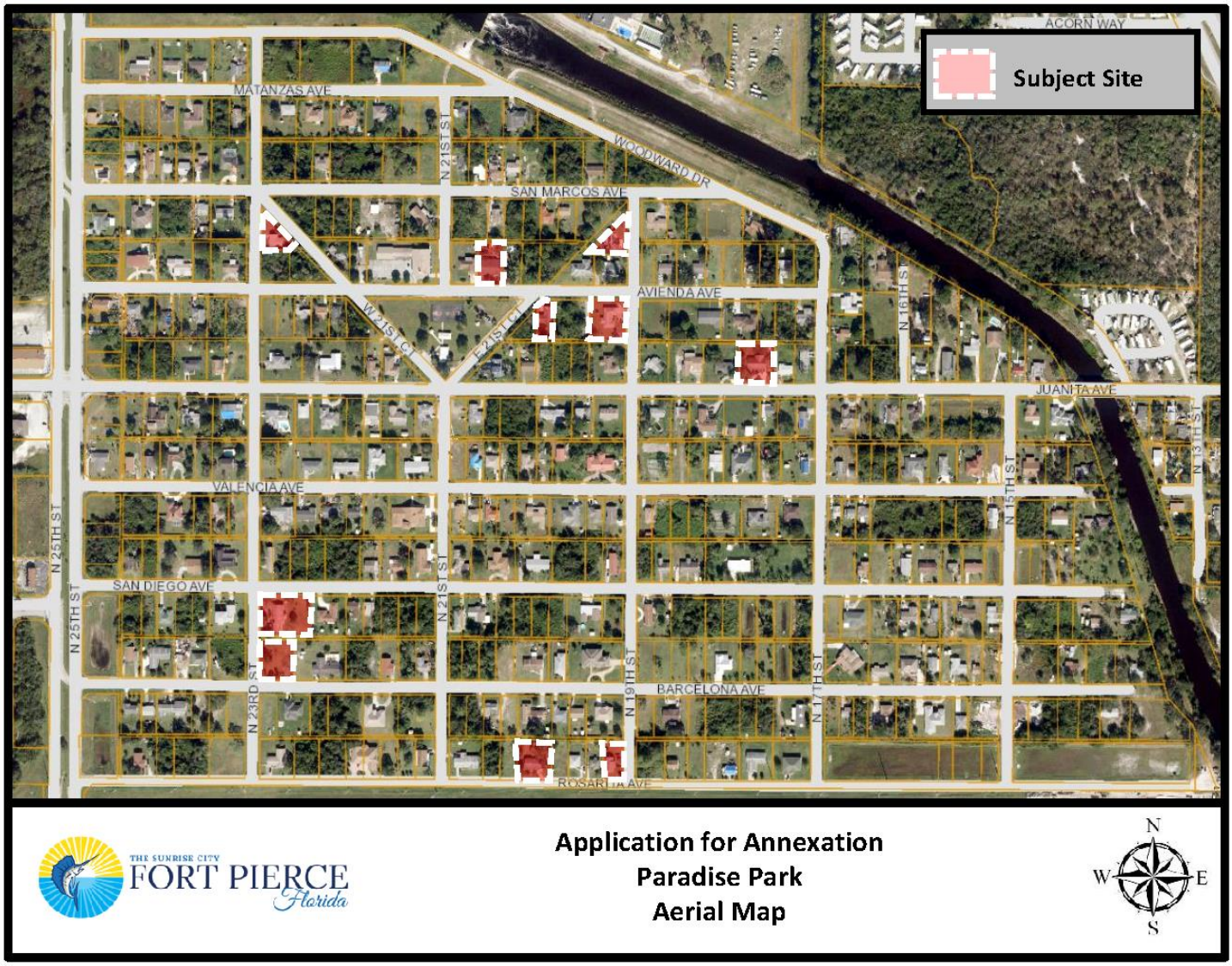
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WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0318-000-7

THE EAST ONE-HALF OF LOT 10, AND ALL OF LOT 11, BLOCK 19, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.28 acres, more or less, and being generally located at 2004 Avienda Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-051 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

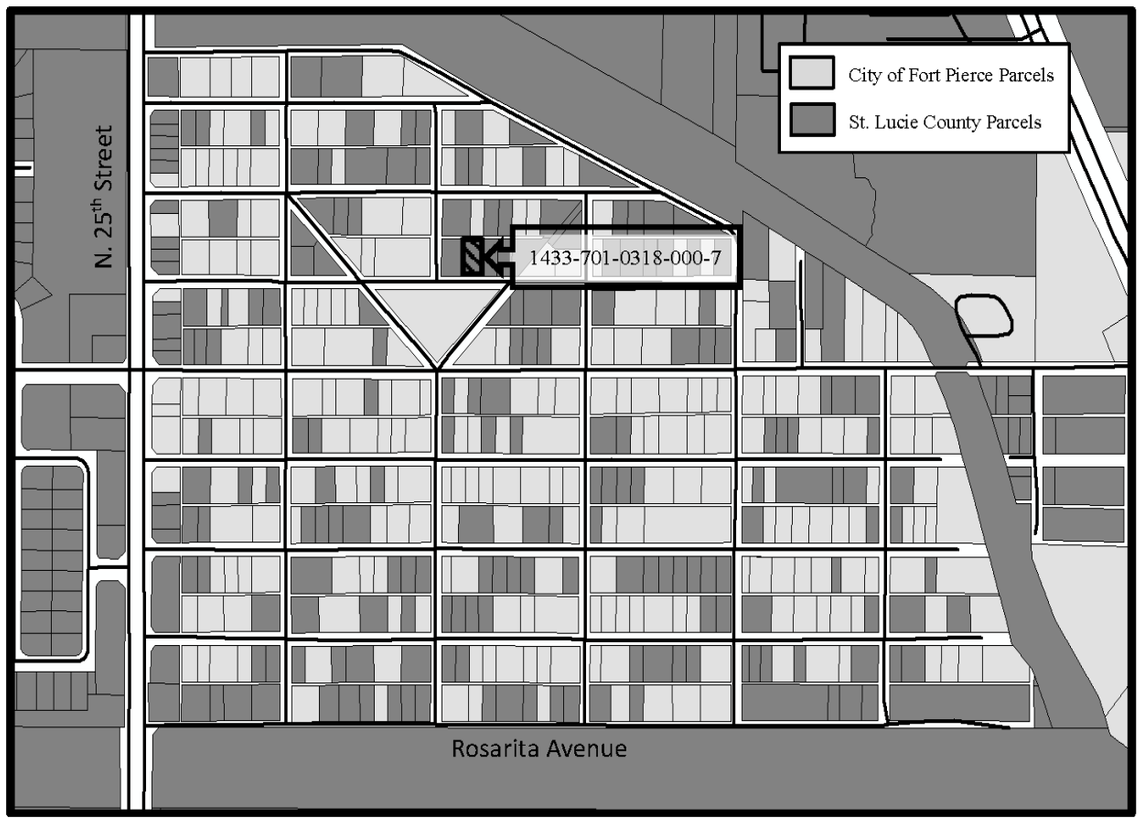
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

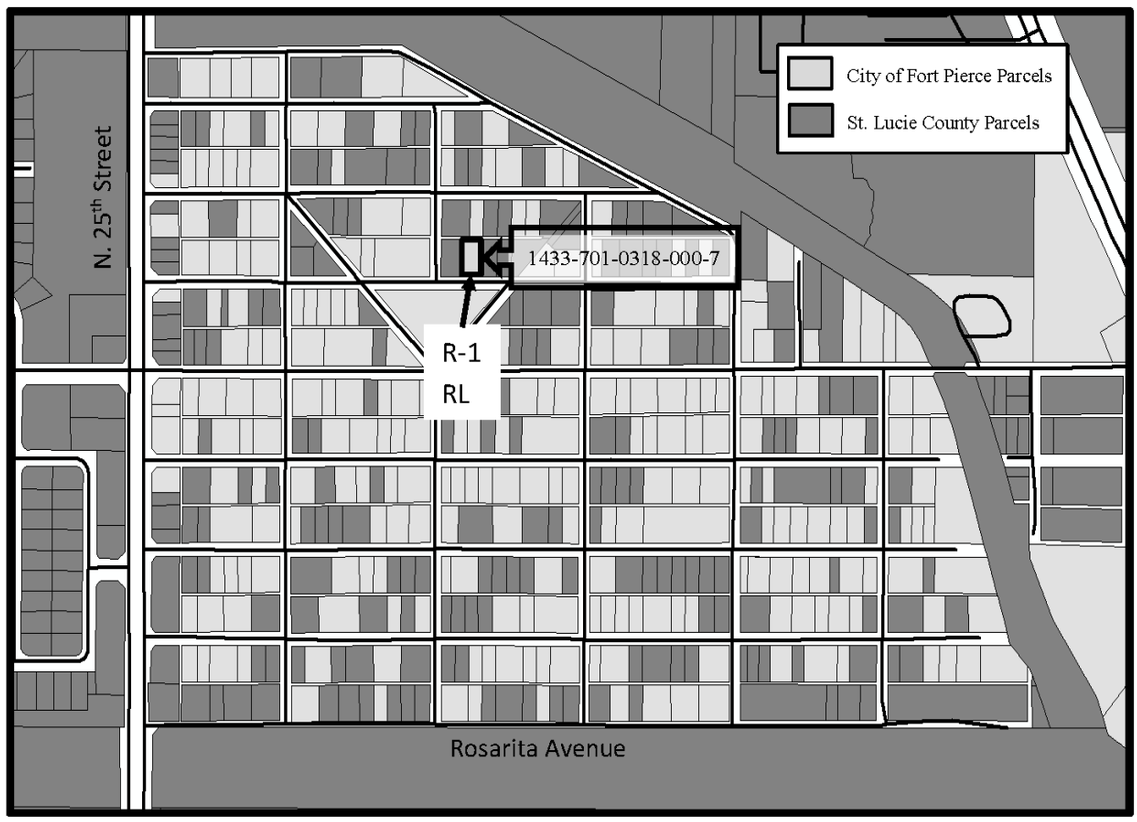
EXHIBIT A
Annexed Area & Legal Description



THE EAST ONE-HALF OF LOT 10, AND ALL OF LOT 11, BLOCK 19, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4071905 OR BOOK 3748 PAGE 629, Recorded 05/20/2015 at 09:46 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0318-000-7	**ANNEXATION AGREEMENT** **INDIVIDUALS**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2004 AVIENDA AVENUE, FORT PIERCE, FLORIDA 34946 Location Address 2004 AVIENDA AVENUE, FORT PIERCE, FLORIDA 34946 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE EAST ONE-HALF OF LOT 10, AND ALL OF LOT 11, BLOCK 19, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 24TH day of APRIL, 2015.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Rosalie Lavertu
Printed Witness Signature

Witness Signature

Collette Boyer
Printed Witness Signature

C. Gallimore
Signature
Courtney Gallimore
Printed Signature
2004 Avienda Avenue
Address
Fort Pierce, Florida 34946

Crystal Gallimore
Signature
Crystal Gallimore, his wife
Printed Signature
2004 Avienda Avenue
Address
Fort Pierce, Florida 34946
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Courtney Gallimore and Crystal Gallimore, his wife**, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed same, that I relied upon the following form of identification of the above-named person: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019 ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 24TH day of APRIL, A.D. 2015. Notary Signature Rosalie Lavertu Notary Printed Signature

City Commission Regular Meeting **12. h.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2005 Avienda Avenue (1433-701-0328-000-0)

SUBJECT:

Legislative Hearing - Ordinance 19-052 extending the territorial limits of the City of Fort Pierce, Florida, to include 2005 Avienda Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $33,700 and the 2018 tax bill was $924.25.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:03 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:12 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

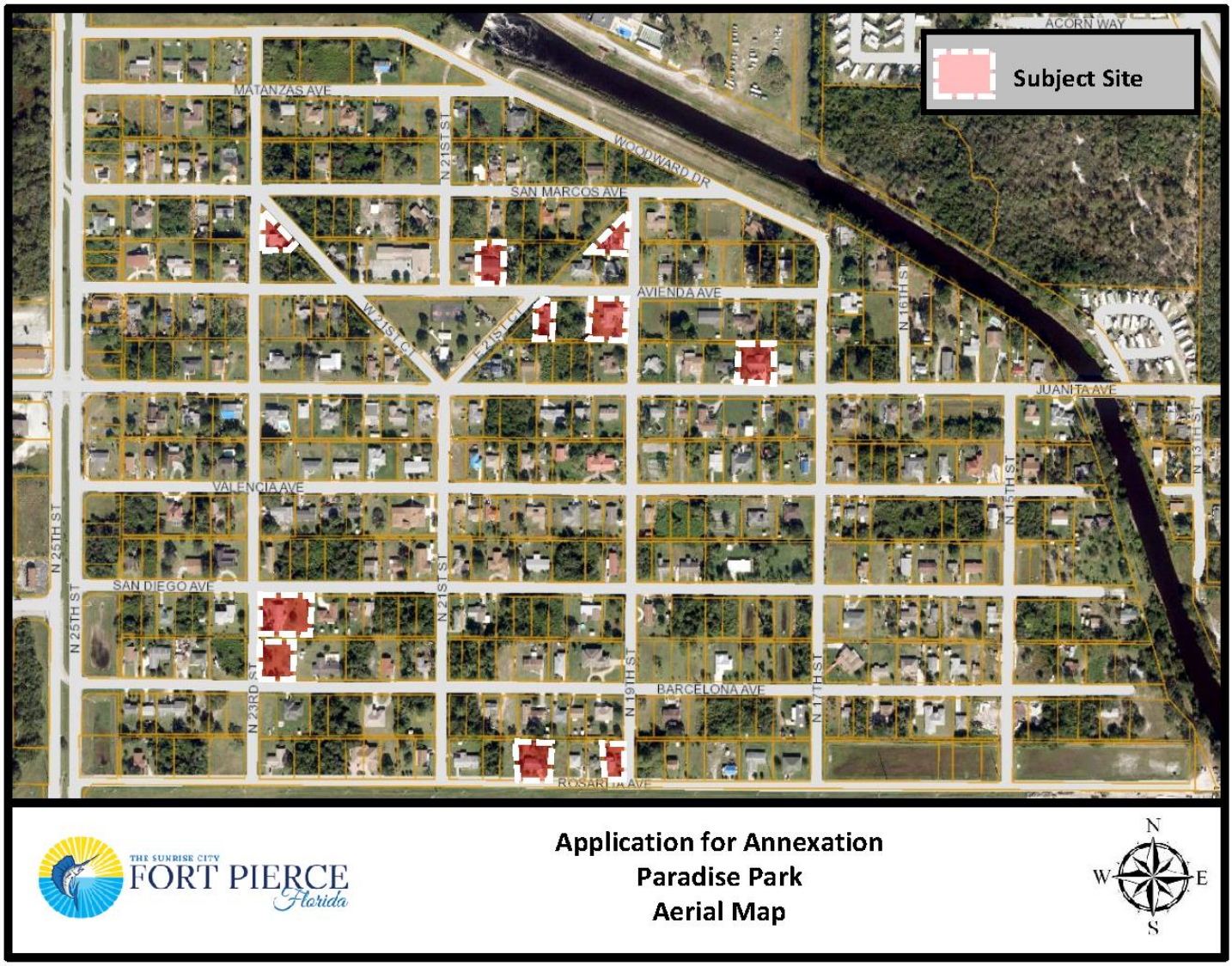
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) and the St. Lucie County is Zoning Single Family, 4 Dwelling Units/Acre (RS-4) for 2402 Valencia Avenue. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Residential Low Density (RL) and the Zoning designation for all parcels is be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656, respectively. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-052

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2005 AVIENDA 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0328-000-0

LOT 5, BLOCK 21, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.19 acres, more or less, and being generally located at 2005 Avienda Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-052 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

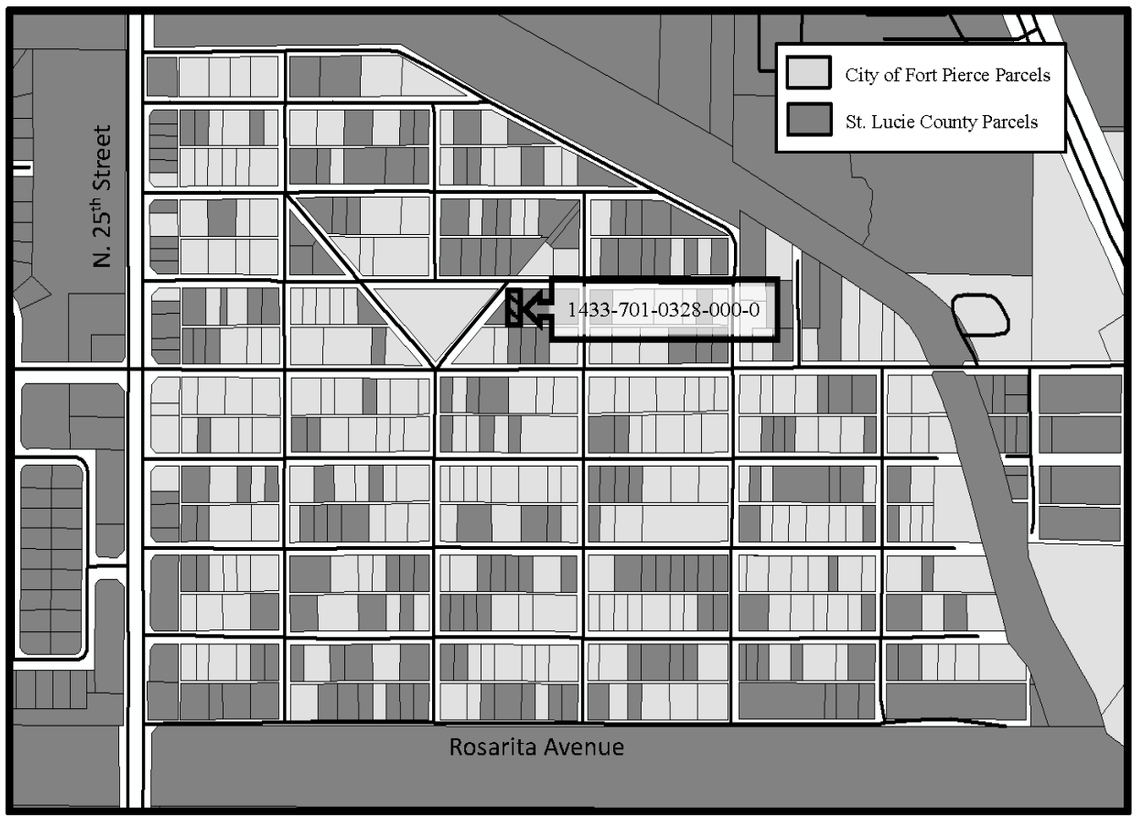
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

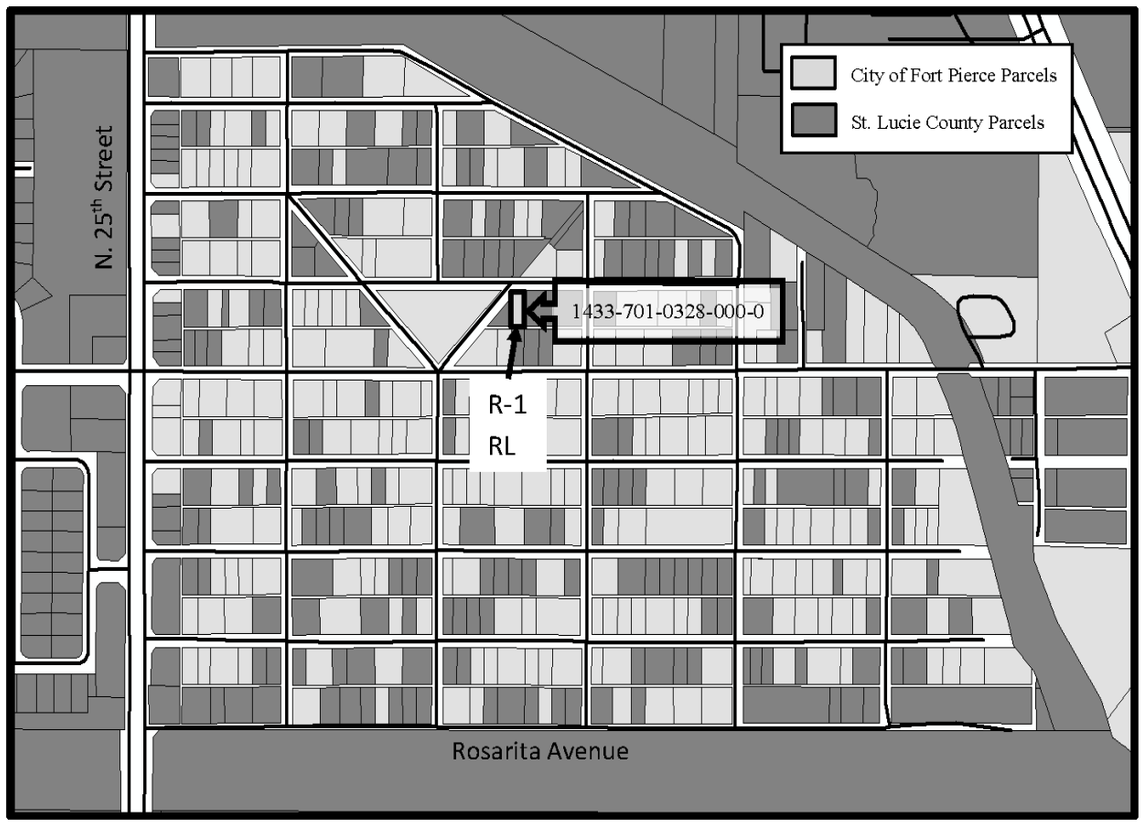
EXHIBIT A
Annexed Area & Legal Description



LOT 5, BLOCK 21, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3953187 OR BOOK 3630 PAGE 1148, Recorded 05/09/2014 at 10:02

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0328-0000-0	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2005 AVIENDA AVENUE, FORT PIERCE, FLORIDA 34946 Location Address 2002 AVIENDA AVENUE, FORT PIERCE, FLORIDA 34946 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lot 5, Block 21, PLAT OF PARADISE PARK, according to the plat thereof recorded at Plat Book 8, Page 17, in the Public Records of St. Lucie County, Florida.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 2002 AVIENDA AVENUE, FORT PIERCE, FLORIDA 34946.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 16TH day of APRIL, 2014.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Rosalie Lavertu
Printed Witness Signature

Witness Signature

AMY SHEVLIN
Printed Witness Signature

Signature

Alvin Phillips
Printed Signature

2002 Avienda Avenue
Address

Fort Pierce, Florida 34946
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Alvin Phillips**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 16TH day of APRIL, A.D. 2014. Notary Signature Rosalie Lavertu Notary Printed Signature

City Commission Regular Meeting **12. i.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2206 North 23rd Street (1433-701-0178-000-3)

SUBJECT:

Legislative Hearing - Ordinance 19-053 extending the territorial limits of the City of Fort Pierce, Florida, to include 2206 North 23rd Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $82,122 and the 2018 tax bill was $1,953.61.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:03 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:15 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

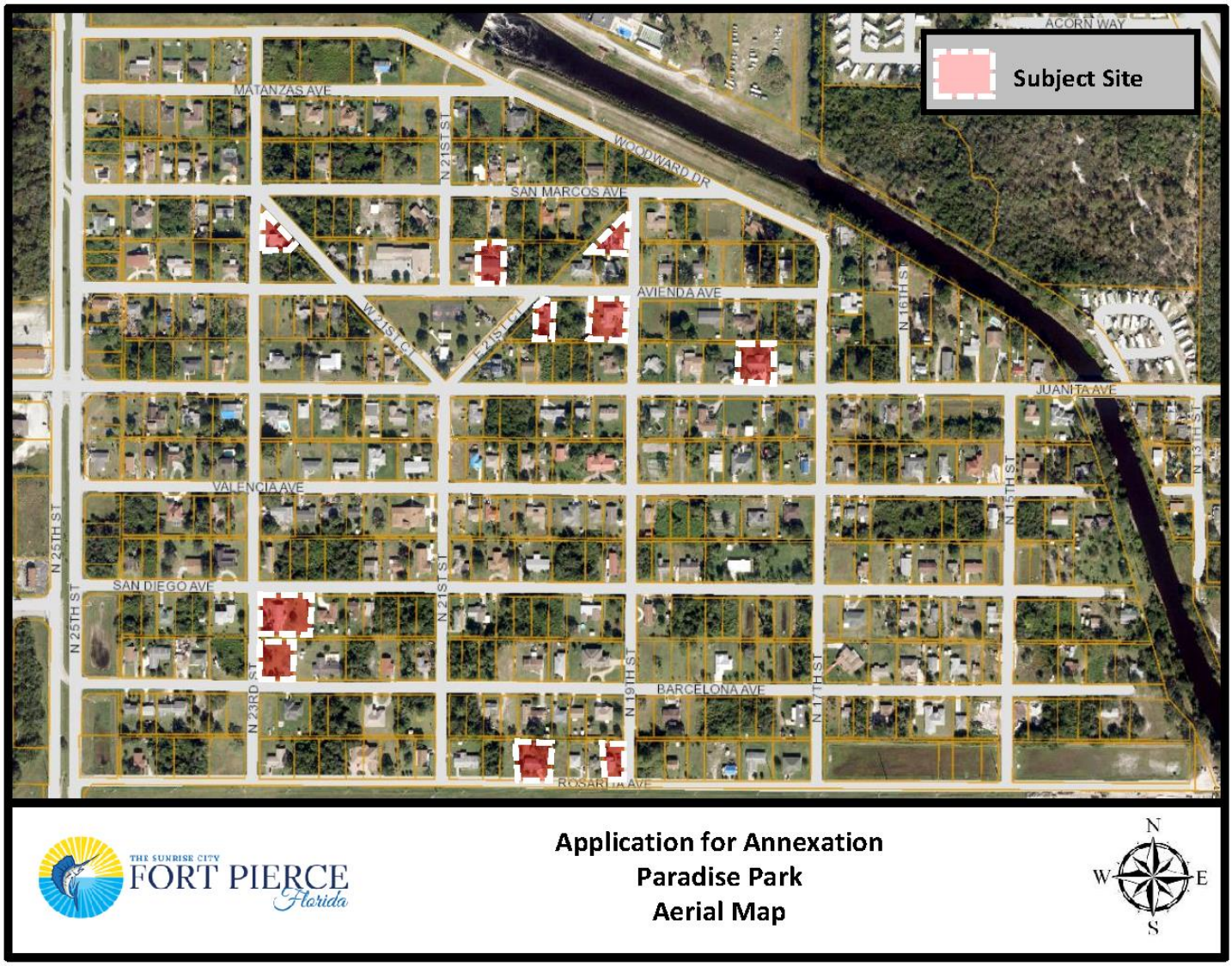
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) and the St. Lucie County is Zoning Single Family, 4 Dwelling Units/Acre (RS-4) for 2402 Valencia Avenue. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Residential Low Density (RL) and the Zoning designation for all parcels is be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656, respectively. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-053

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2206 NORTH 23RD 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0178-000-3

LOTS 8, 9, 10, 11 AND 12, BLOCK 10, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.93 acres, more or less, and being generally located at 2206 North 23rd Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-053 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

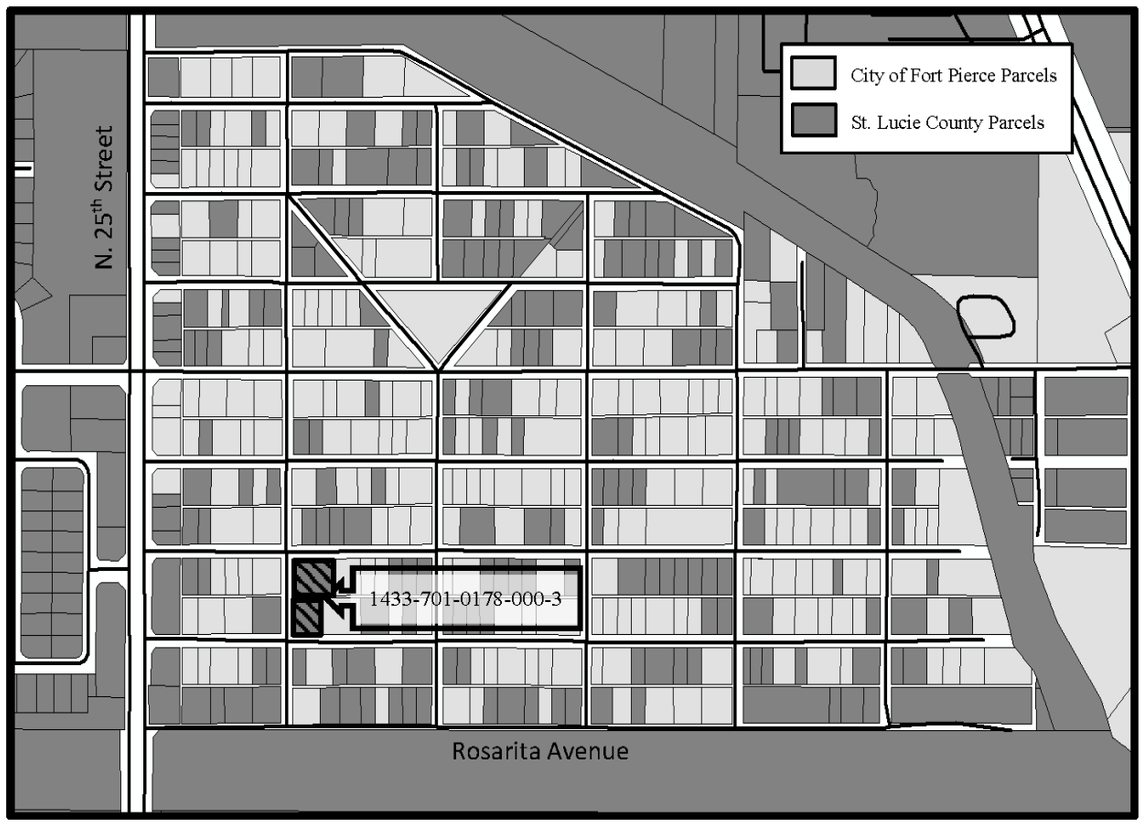
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

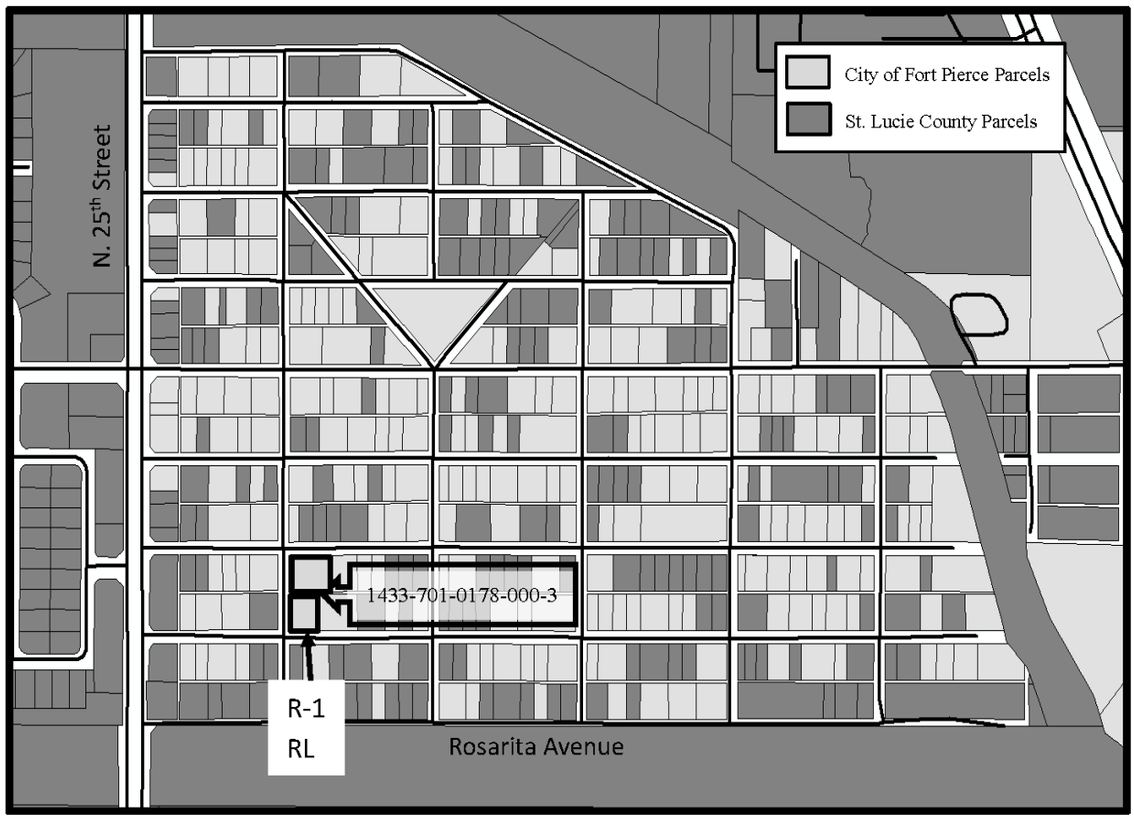
EXHIBIT A
Annexed Area & Legal Description



LOTS 8, 9, 10, 11 AND 12, BLOCK 10, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3627989 OR BOOK 3323 PAGE 2914, Recorded 09/13/2011 at 03:33 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0178-000-3	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2206 N. 23RD STREET, FORT PIERCE, FL 34946 Location Address 109 FIELDING LEWIS DRIVE, YORKTOWN, VA 23692 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOTS 8, 9, 10, 11 AND 12, BLOCK 10, PARADISE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 109 FIELDING LEWIS DRIVE, YORKTOWN, VA 23692.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 1ST day of SEPT., 2011.

Signed, sealed and delivered in our presence as witnesses:

Susan M. Burban *Witness Signature* Susan M. Burban Printed Witness Signature	Sandra Sessoms-Penny *Signature* Sandra Sessoms-Penny, a married adult Printed Signature 109 Fielding Lewis Drive Address Yorktown, VA 23692 City, State, Zip
Witness Signature Rosalie Lavertu Printed Witness Signature	*Signature* Printed Signature Address City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sandra Sessoms-Perry, a married adult, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL SUSAN M. BURBAN Commission DD 736083 Expires December 12, 2011 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 1ST day of September, A.D. 2011. Susan M. Burban Notary Signature Susan M. Burban Notary Printed Signature

City Commission Regular Meeting **12. j.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2213 North 19th Street (1433-701-0324-000-2)

SUBJECT:

Legislative Hearing - Ordinance 19-054 extending the territorial limits of the City of Fort Pierce, Florida, to include 2213 North 19th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $54,278 and the 2018 tax bill was $1,611.37.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:04 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:17 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
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Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
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Meinardo Galarza
Rosa Elena Reyes Galarza
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2004 Avienda Avenue
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Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

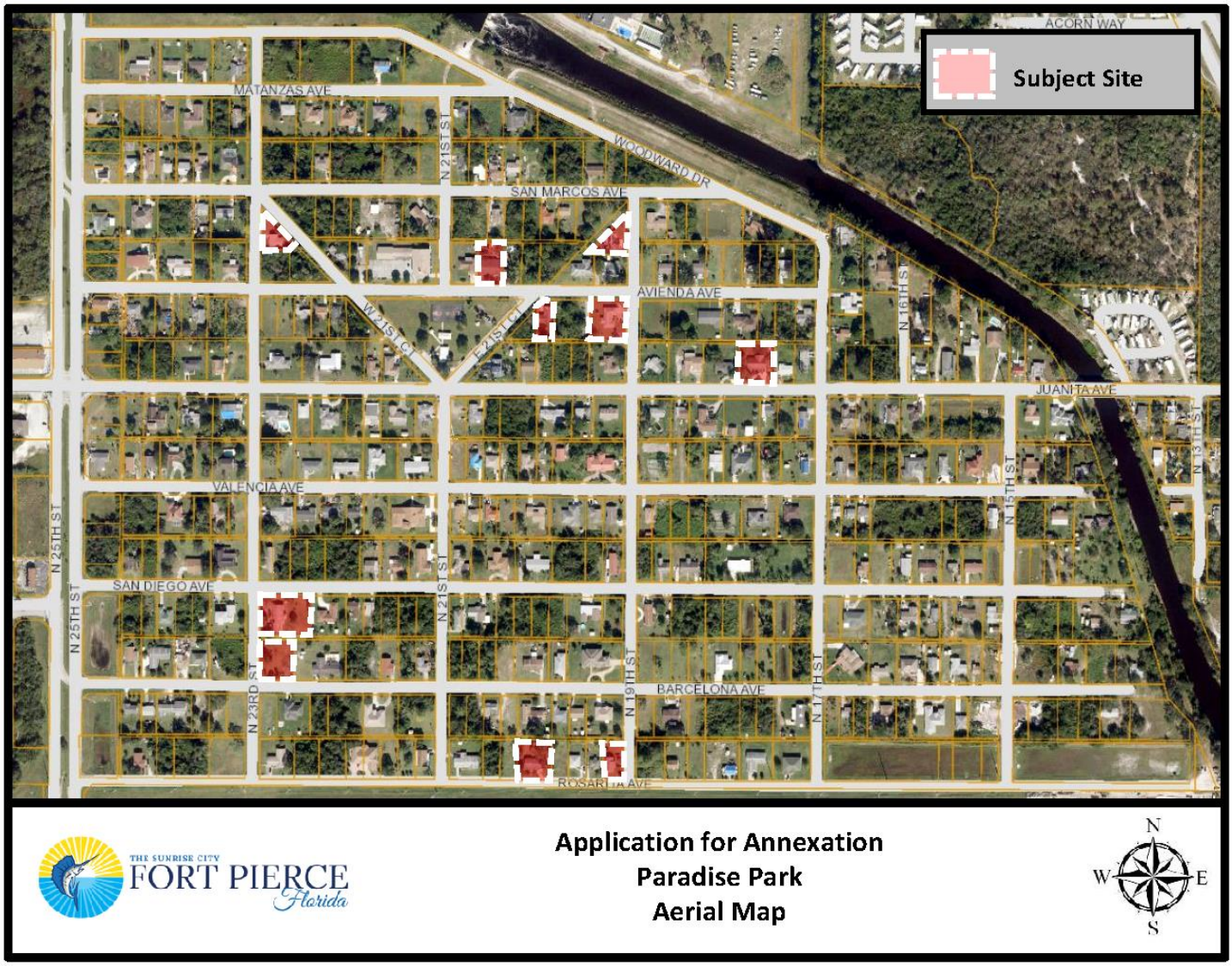
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) and the St. Lucie County is Zoning Single Family, 4 Dwelling Units/Acre (RS-4) for 2402 Valencia Avenue. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Residential Low Density (RL) and the Zoning designation for all parcels is be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656, respectively. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-054

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2213 NORTH 19TH 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0324-000-2

LOT 1 & 2, BLOCK 21, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.40 acres, more or less, and being generally located at 2213 North 19th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-054 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

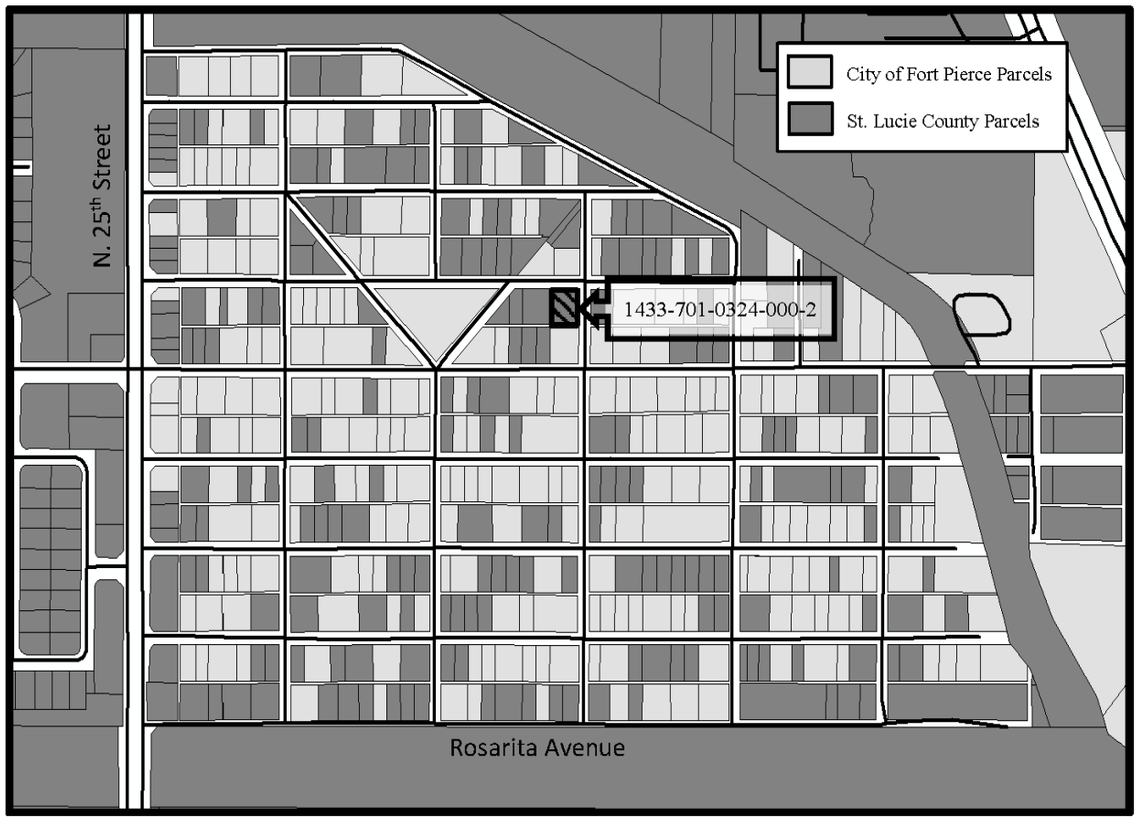
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

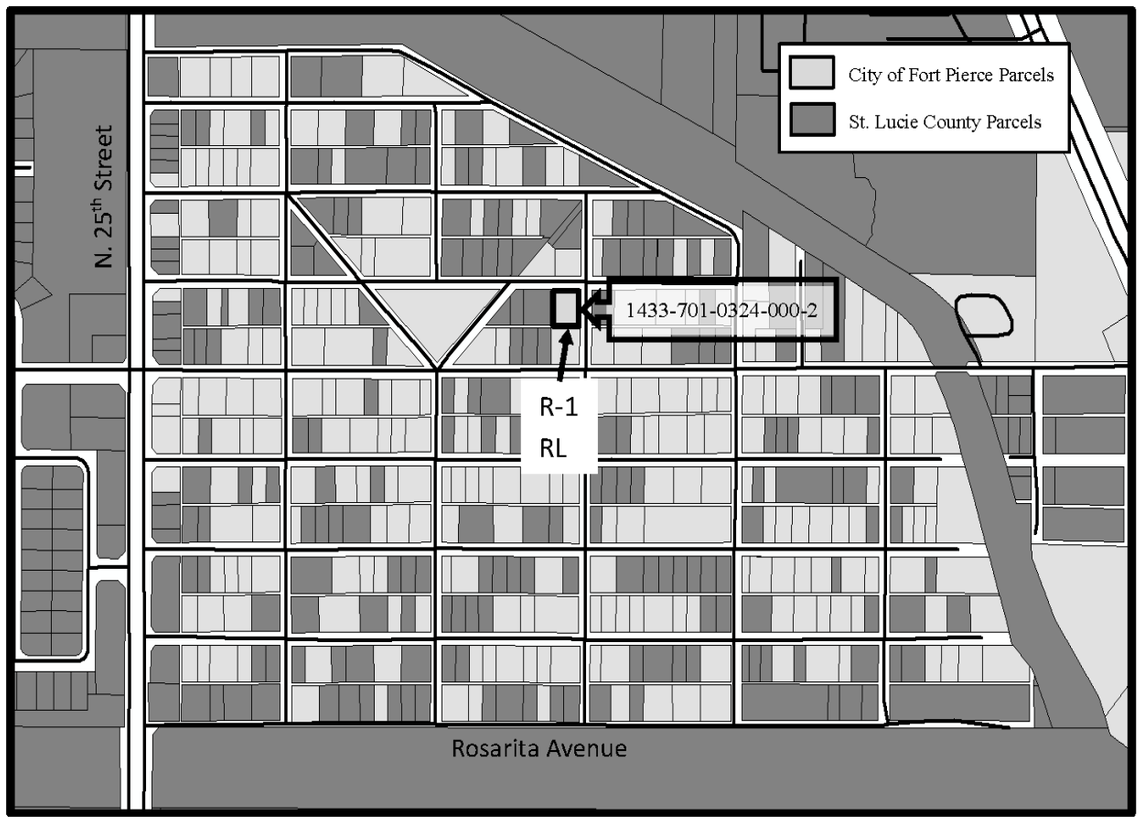
EXHIBIT A
Annexed Area & Legal Description



LOT 1 & 2, BLOCK 21, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4260233 OR BOOK 3945 PAGE 500, Recorded 12/21/2016 11:21:42 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): **1433-701-0324-000-2**	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2213 N. 19TH STREET, FORT PIERCE, FL 34946 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOT 1 AND 2, BLOCK 21, PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 17 day of Nov., 2016.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
RUFUS ALEXANDER
Printed Witness Signature

Witness Signature
RUFUS ALEXANDER
Printed Witness Signature

Witness Signature
RUFUS ALEXANDER
Printed Witness Signature

Signature
Leroy Lewis, a single adult
Printed Signature
2213 N. 19th Street
Address
Fort Pierce, Florida 34946
City, State, Zip

Signature
Gerald A. Lewis, a single adult
Printed Signature
2213 N. 19th Street
Address
Fort Pierce, FL 34946
City, State, Zip

Signature
Clarence Zackery, Jr., a single adult
Printed Signature
2213 N. 19th Street
Address
Fort Pierce, FL 34946
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Leroy Lewis, a single adult, Gerald A. Lewis, a single adult and Clarence Zackery, Jr., a single adult** in whose names the foregoing instrument was executed, and that they severally acknowledged executing the same freely and voluntarily, and that I relied upon the following form of identification of the above-named persons: Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this ____ day of ____ A.D. 2016. Notary Signature RUFUS ALEXANDER III MY COMMISSION # FF 054161 EXPIRES: December 20, 2017 Bonded Thru Notary Public Underwriters Notary Printed Signature

City Commission Regular Meeting **12. k.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2305 North 19th Street (1433-701-0321-000-1)

SUBJECT:

Legislative Hearing - Ordinance 19-055 extending the territorial limits of the City of Fort Pierce, Florida, to include 2305 North 19th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $102,300 and the 2018 tax bill was $610.45.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:04 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:20 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

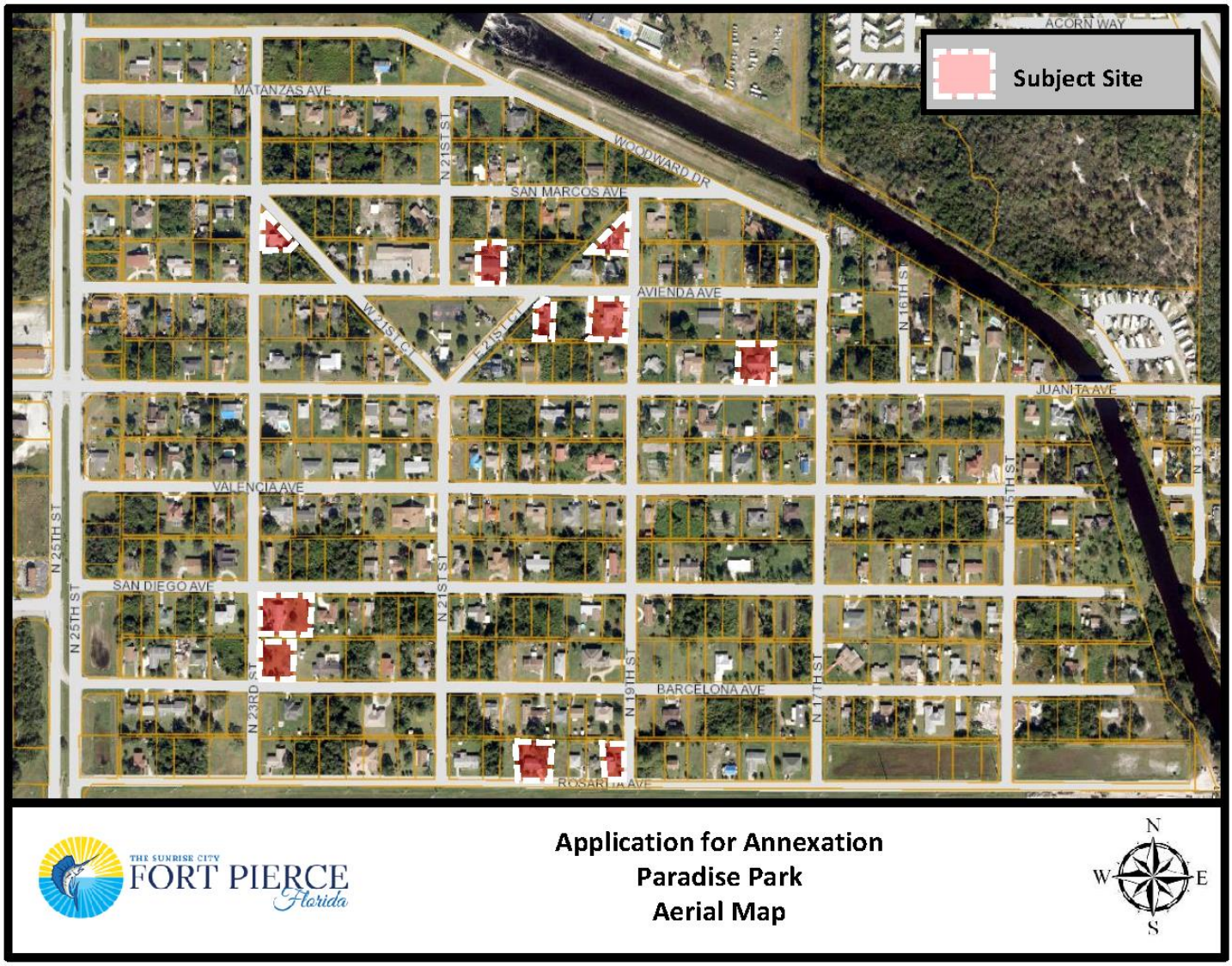
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

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Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

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ORDINANCE NO. 19-055

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WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

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WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

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Parcel ID: 1433-701-0321-000-1

LOT 1, BLOCK 20, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.26 acres, more or less, and being generally located at 2305 North 19th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-055 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

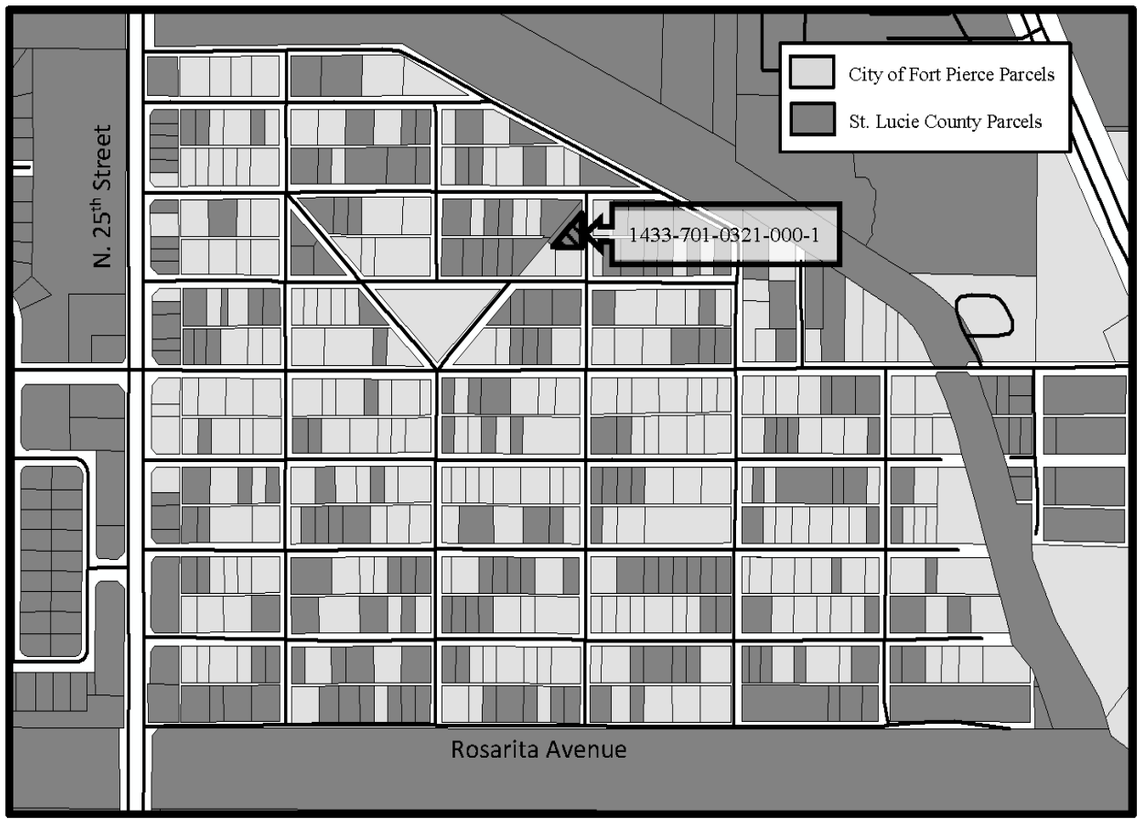
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

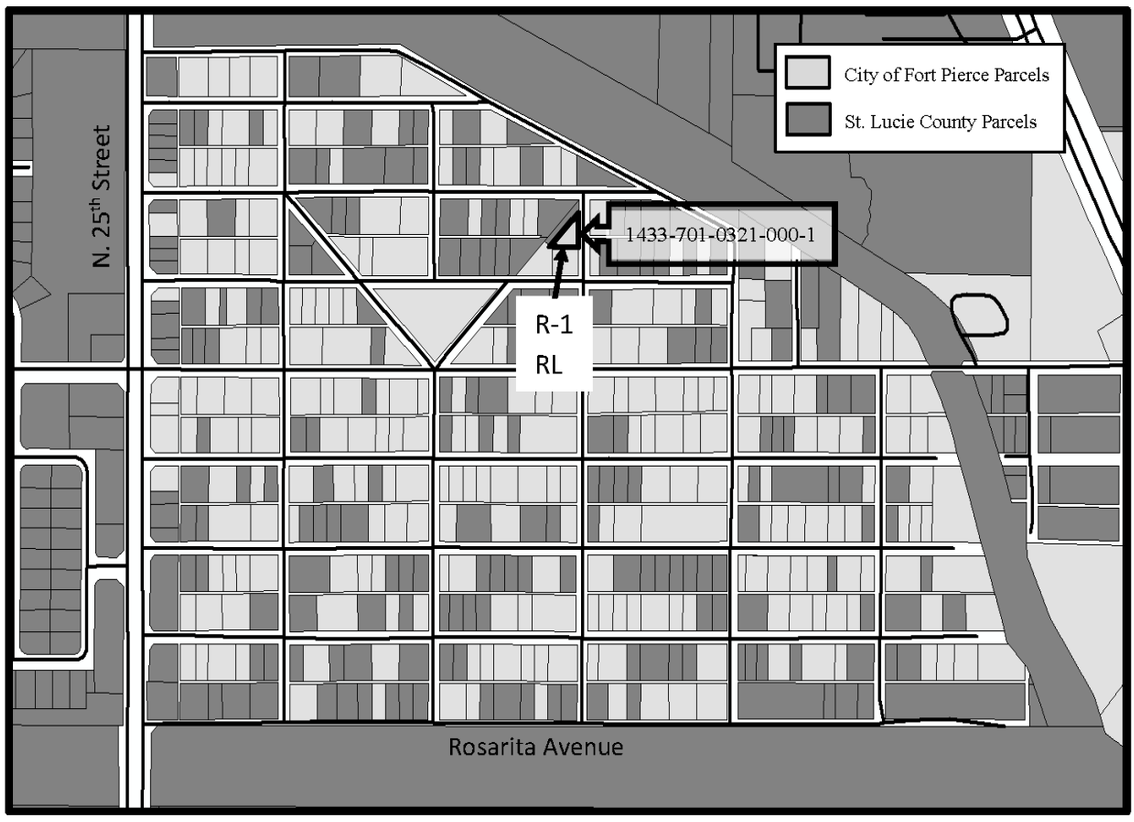
EXHIBIT A
Annexed Area & Legal Description



LOT 1, BLOCK 20, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4202195 OR BOOK 3882 PAGE 571, Recorded 06/17/2016 at 04:29 PM

RETURN TO: R.N. KOBLEGARD VIA COURTHOUSE BOX 145 This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): **1433-701-0321-000-1**	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2305 N 19TH STREET, FORT PIERCE, FL 34946 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOT 1, BLOCK 20, PARADISE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO 2014 AND CURRENT TAXES, EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hands and seal this 1st day of June, 2016.

Signed, sealed and delivered in our presence as witnesses:

X Jose Alberto Dubon
Witness Signature
Jose Alberto Dubon
Printed Witness Signature

X Marleny Santamaria
Witness Signature
Marleny Santamaria
Printed Witness Signature

STATE OF FLORIDA
COUNTY OF St. Lucie

X Meinardo Galarza
Signature
Meinardo Galarza Meinardo Galarza
Printed Signature
2305 N 19th Street
Address
Fort Pierce, FL 34946
City, State, Zip

X Rosa Reyes
Signature
Rosa Elena Reyes Galarza, his wife
Printed Signature
2305 N 19th Street
Address
Fort Pierce, FL 34946
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Meinardo Galarza and Rosa Elena Reyes Galarza, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following forms of identification of the above-named persons: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL NOTARY PUBLIC STATE OF FLORIDA JESSICA LUNA MY COMMISSION # FF 974105 EXPIRES: April 14, 2020 Bonded Thru Budget Notary Services	Witness my hand and official Seal in the County and State last aforesaid this 1st day of June A.D. 2016. Jessica Luna Notary Signature Jessica Luna Notary Printed Signature

City Commission Regular Meeting **12. I.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2306 North 23rd Street (1433-701-0245-000-4)

SUBJECT:

Legislative Hearing - Ordinance 19-056 extending the territorial limits of the City of Fort Pierce, Florida, to include 2306 North 23rd Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $40,656 and the 2018 tax bill was $1,136.19.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:05 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:23 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Nine (9) Parcels**
1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 & 2306 North 23rd Street

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:

Sandra L. Jenkins
1706 Juanita Avenue
Fort Pierce, FL 34946

Christine Gagnon
Pierre LaLiberte
121 112E Avenue
Saint-Jerome, QC J7Y 4J7
CANADA

Gwendolyn Bennett
2000 North 19th Street
Fort Pierce, FL 34946

Leroy Lewis
Gerald A. Lewis
Clarence Zackery Jr.
2213 North 19th Street
Fort Pierce, FL 34946

Meinardo Galarza
Rosa Elena Reyes Galarza
2305 North 19th Street
Fort Pierce, FL 34946-5504

Courtney Gallimore
Crystal Gallimore
2004 Avienda Avenue
Fort Pierce, FL 34946

Usani E. Phillips
8130 Mountain View Drive #D
Pleasanton, CA 94588

Sandra Sessom-Penny
109 Fielding Lewis Drive
Yorktown, VA 23692

Vinson T. McCarty Sr.
PO Box 1213
Fort Pierce, FL 34954

Requested Action: Approval of Voluntary Applications for Annexation of nine (9) parcels of land along with the Future Land Use Designation of Residential Low (RL) and a Zoning classification of Single-Family Low Density (R-1) for each parcel.

Site Location: 1706 Juanita Avenue, 2000 Rosarita Avenue, 2000, 2213, and 2305 North 19th Street, 2004 and 2005 Avienda Avenue, and 2206 and 2306 North 23rd Street, all in Fort Pierce, Florida.

Parcel ID's: 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4

Parcel Size: 0.37, 0.37, 0.22, 0.40, 0.26, 0.28, 0.19, 0.93, and 0.22 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

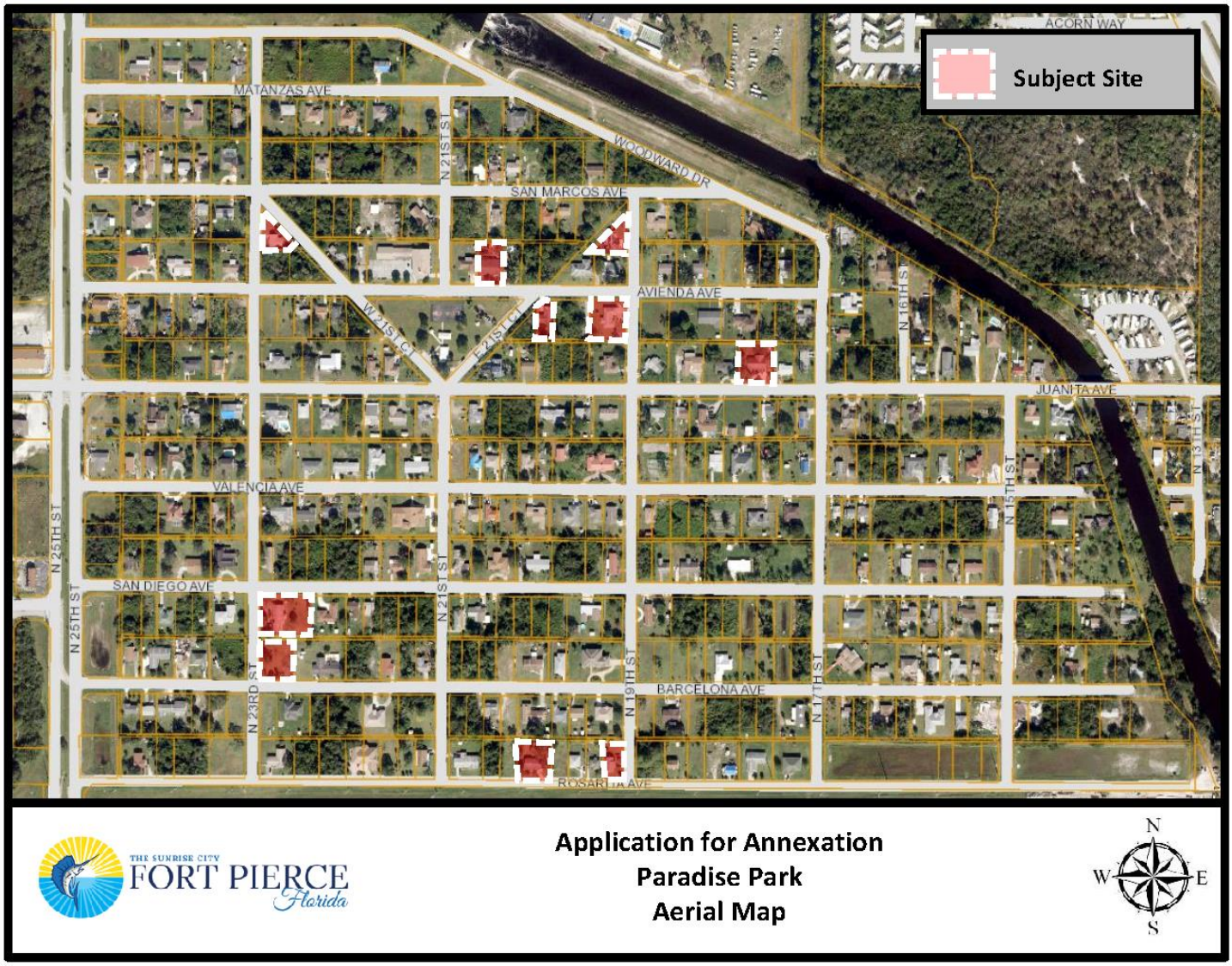
Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	ROW, RL, RU (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU & COM (SLC)	ROW, RL, RU (SLC)
Surrounding Zoning:	ROW, R-1, RS-4 (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 & CG (SLC)	ROW, R-1, RS-4 (SLC)

Staff Analysis

This is a request for a voluntary annexation of nine (9) properties (Parcel ID's 1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) generally located northeast of the intersection of Rosarita Avenue and South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) and the St. Lucie County is Zoning Single Family, 4 Dwelling Units/Acre (RS-4) for 2402 Valencia Avenue. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Residential Low Density (RL) and the Zoning designation for all parcels is be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (1433-701-0515-000-8, 1433-701-0413-000-3, 1433-701-0418-000-8, and 1433-701-0324-000-2, 1433-701-0321-000-1, 1433-701-0318-000-7, 1433-701-0328-000-0, 1433-701-0178-000-3, and 1433-701-0245-000-4) are approximately $25,000, $64,300, $13,593, $54,278, $102,300, $48,037, $33,700, $82,122, and $40,656, respectively. If the Applications for Annexation are approved, it would create nine (9) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-056

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2306 NORTH 23RD 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0245-000-4

LOT 1, BLOCK 14, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.22 acres, more or less, and being generally located at 2306 North 23rd Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-056 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

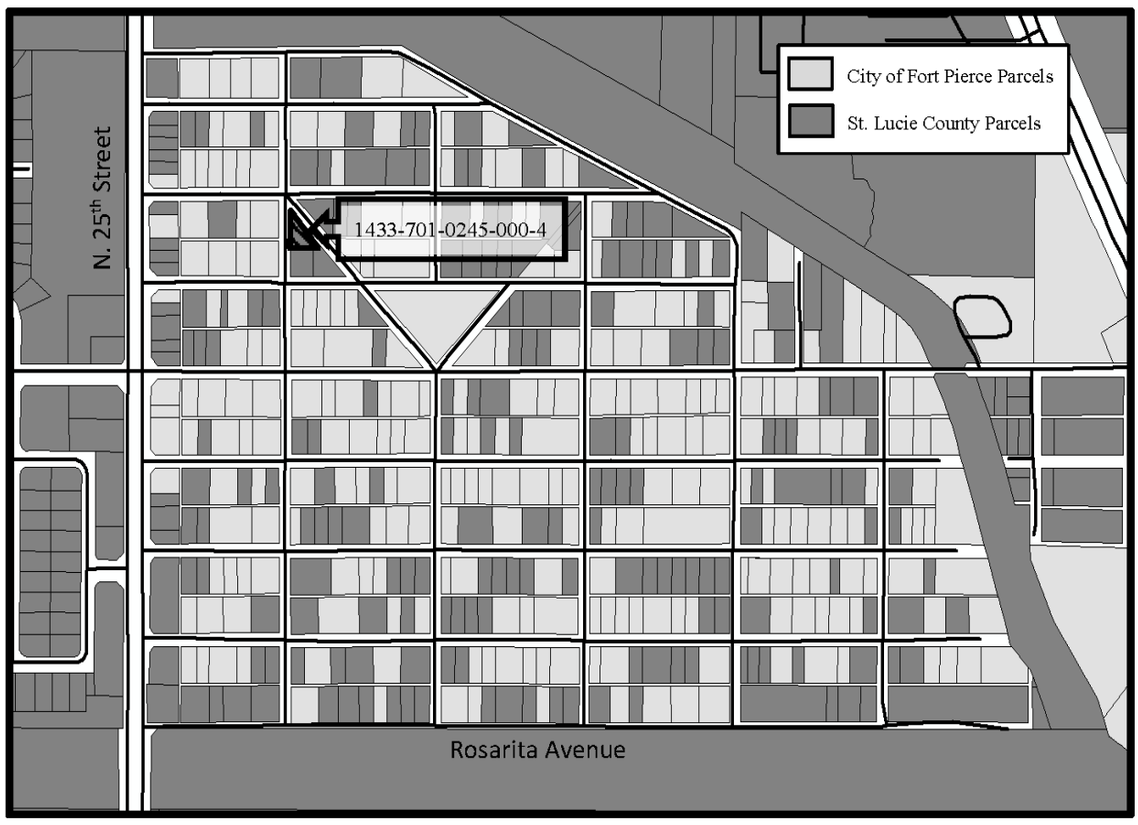
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

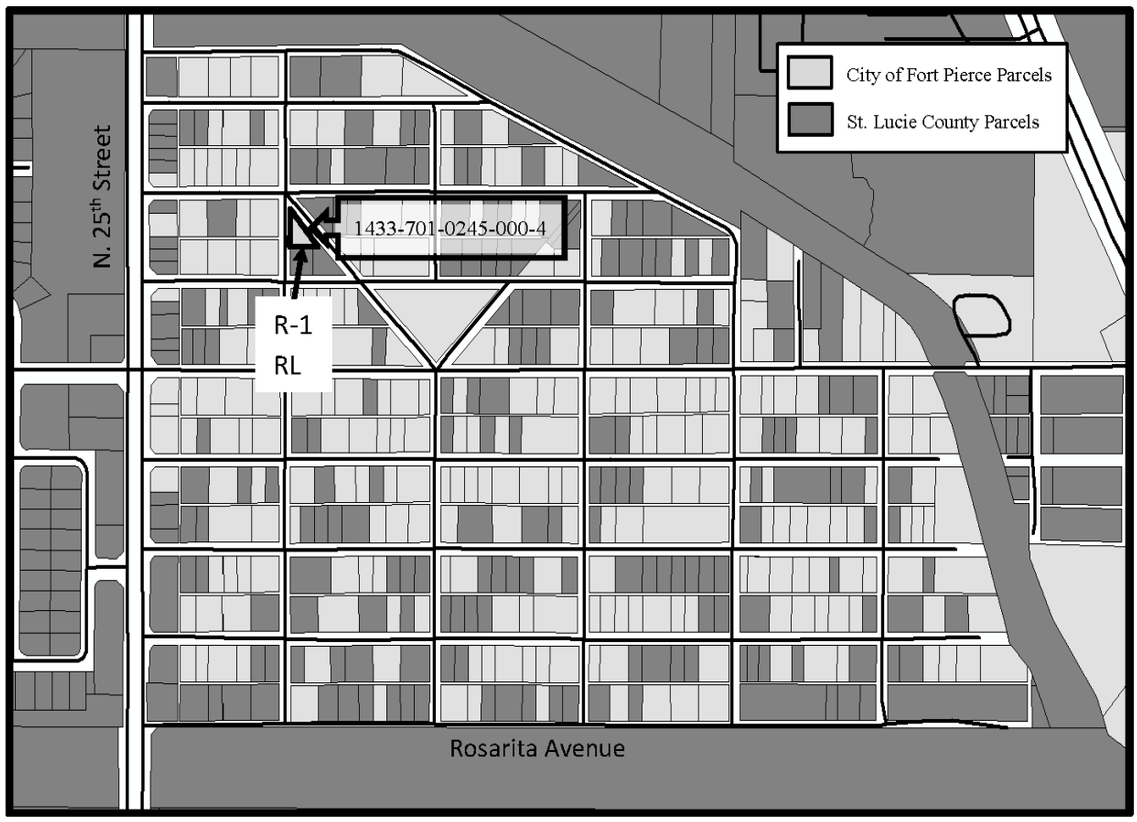
EXHIBIT A
Annexed Area & Legal Description



LOT 1, BLOCK 14, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Suburban (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 Dwelling Units/Acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Residential Low Density (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3706482 OR BOOK 3392 PAGE 49, Recorded 05/23/2012 at 07:43 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 1433-701-0245-000-4	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2306 NORTH 23RD STREET, FORT PIERCE, FLORIDA 34946 Location Address 1135 – 12TH STREET, LAUREL, MARYLAND 20707 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lot 1, Block 14, PARADISE PARK, as per plat thereof on file in Plat Book 8 at page 17 of the Public Records of St. Lucie County, Florida

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 1135 – 12TH STREET, LAUREL, MARYLAND 20707

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 27th day of April, 2012.

Signed, sealed and delivered in our presence as witnesses:

Angela Moore Cook
Witness Signature
Angela Moore Cook
Printed Witness Signature

Adrianne Y. Jones
Witness Signature
Adrianne Y. Jones
Printed Witness Signature

Signature
Vinson T. McCarty, Sr., a married adult
Printed Signature
1135 – 12th Street
Address
Laurel, Maryland 20707
City, State, Zip

STATE OF Maryland
~~COUNTY~~ OF Baltimore
City

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Vinson T. McCarty, Sr., known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License (State of MD); and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 27th day of April, A.D. 2012. Angela Moore Cook Notary Signature Angela Moore Cook Notary Printed ~~Signature~~

City Commission Regular Meeting **12. m.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3301 Avenue A. (2408-605-0001-000-2)

SUBJECT:

Legislative Hearing - Ordinance 19-057 extending the territorial limits of the City of Fort Pierce, Florida, to include 3301 Avenue A. in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of General Commercial (GC) and a Zoning designation of General Commercial (C-3).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $282,200 and the 2018 tax bill was $5,444.87.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:05 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:26 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Annexation**
3301 Avenue A

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owner: Socrate Inc.
6990 12th Street
Vero Beach, FL 32966

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Neighborhood Commercial (GC) and a Zoning designation of General Commercial (C-3)

Site Location: 3301 Avenue A., Fort Pierce, Florida.

Parcel ID: 2408-605-0001-000-2

Parcel Size: 0.57 acres

Current Future Land Use: Commercial (COM) (St. Lucie County)

Current Zoning: Commercial General (CG) (St. Lucie County)

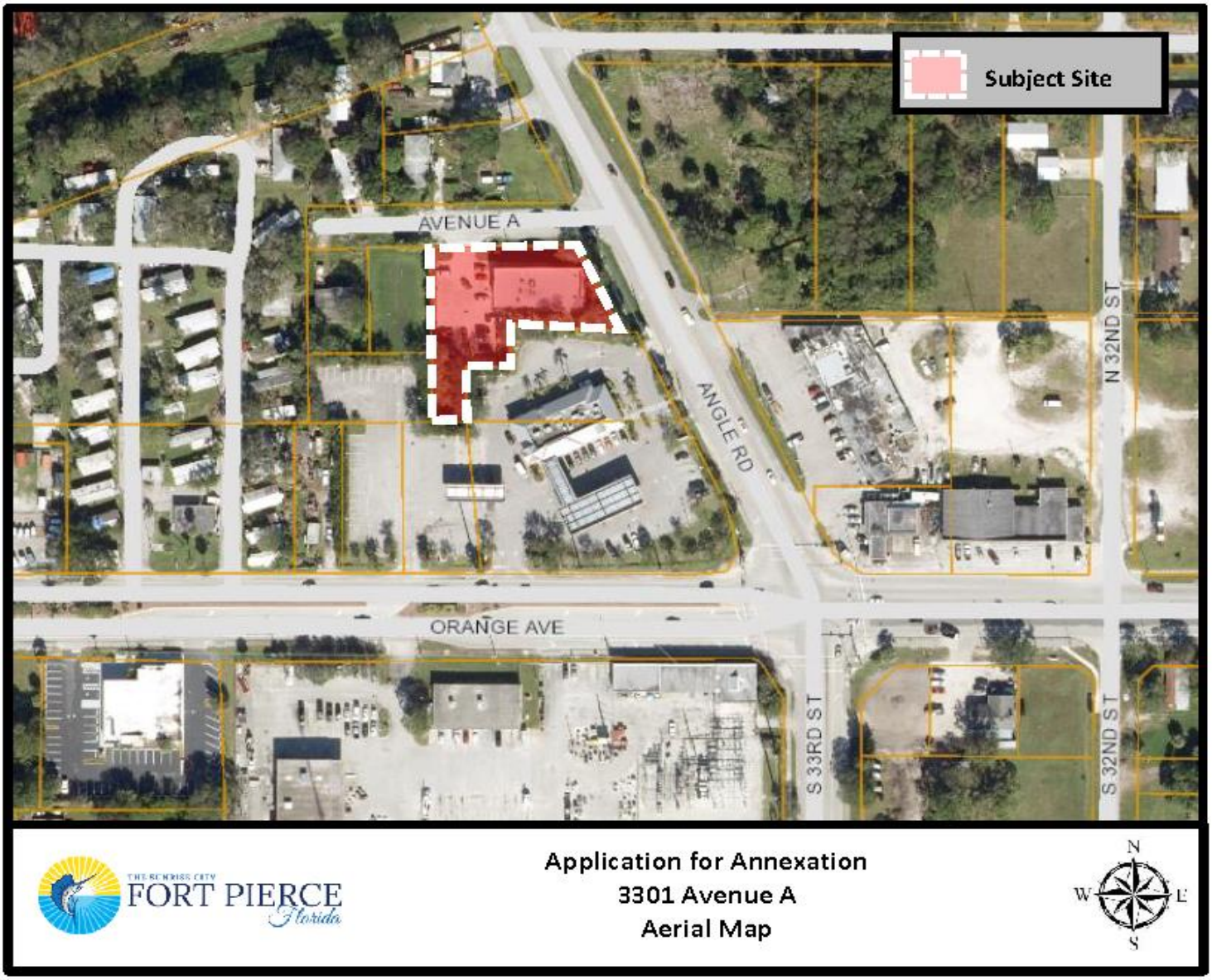
Proposed Future Land Use: General Commercial (CG)

Proposed Zoning: General Commercial (C-3)

	North	East	South	West
Surrounding FLU:	COM (SLC)	GC	RU (SLC)	COM (SLC)
Surrounding Zoning:	CG (SLC)	C-3	RS-3 (SLC)	CG (SLC)

Staff Analysis

This is a request for a voluntary annexation of property (Parcel ID 2408-605-0001-000-2) located at 3301 Avenue A. in Fort Pierce, Florida.



The current St. Lucie County Future Land Use designation is Commercial (COM) with a compatible Zoning classification is Commercial General (CG) for 3301 Avenue A. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation will be General Commercial (GC) and the proposed Zoning classification will be General Commercial (C-3).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there is a signed Annexation Agreement for this property from the FPUA which grants water service and/or sewer service outside the City limits of the City of Fort Pierce. This proposed annexation is also consistent with Chapter 171.044, F.S. whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately $282,200. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of General Commercial (GC) and Zoning Designation of General Commercial (C-3), is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the request, as presented.

Staff Recommendation

The request meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends that the City Commission APPROVE the proposed annexation application along with a Future Land Use designation of CG and Zoning designation of C-3.

ORDINANCE NO. 19-057

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3301 AVENUE A. 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2408-605-0001-000-2

A PART OF LOT 6, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 12 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 AS SHOWN ON THE PLAT OF HOME ACRES, RUN SOUTHEASTERLY ALONG THE ORIGINAL EAST LINE OF SAID LOT 6, 115.50 FEET TO A POINT; THENCE WEST 155.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, WHICH POINT IS 90.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAIF LOT 6; THENCE NORTH 90.50 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE EAST 103.00 FEET TO THE POINT OF BEGINNING, LESS THEREFROM THE RIGHT OF WAY OF ANGLE ROAD

AND

LOT 7, HOME ACRES, UNIT 1, ACCORDIN TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 12 OF THE PUBLIC RECORD OF ST. LUCIE COUNTY; EXCEPTING THEREFROM THE WEST 62.3 FEET THEREOF; AND ALSO EXCEPTING THAT PART DEEDED TO HARRY J. ALTEMUELLER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, OF HOME ACRES, UNIT 1, THENCE RUN WEST 52 FEET; THENCE SOUTH 70 FEET; THENCE EAST 52 FEET TO THE POINT OF BEGINNING.

Said property containing 0.57 acres, more or less, and being generally located at 3301 Avenue A. in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining

sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-057 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

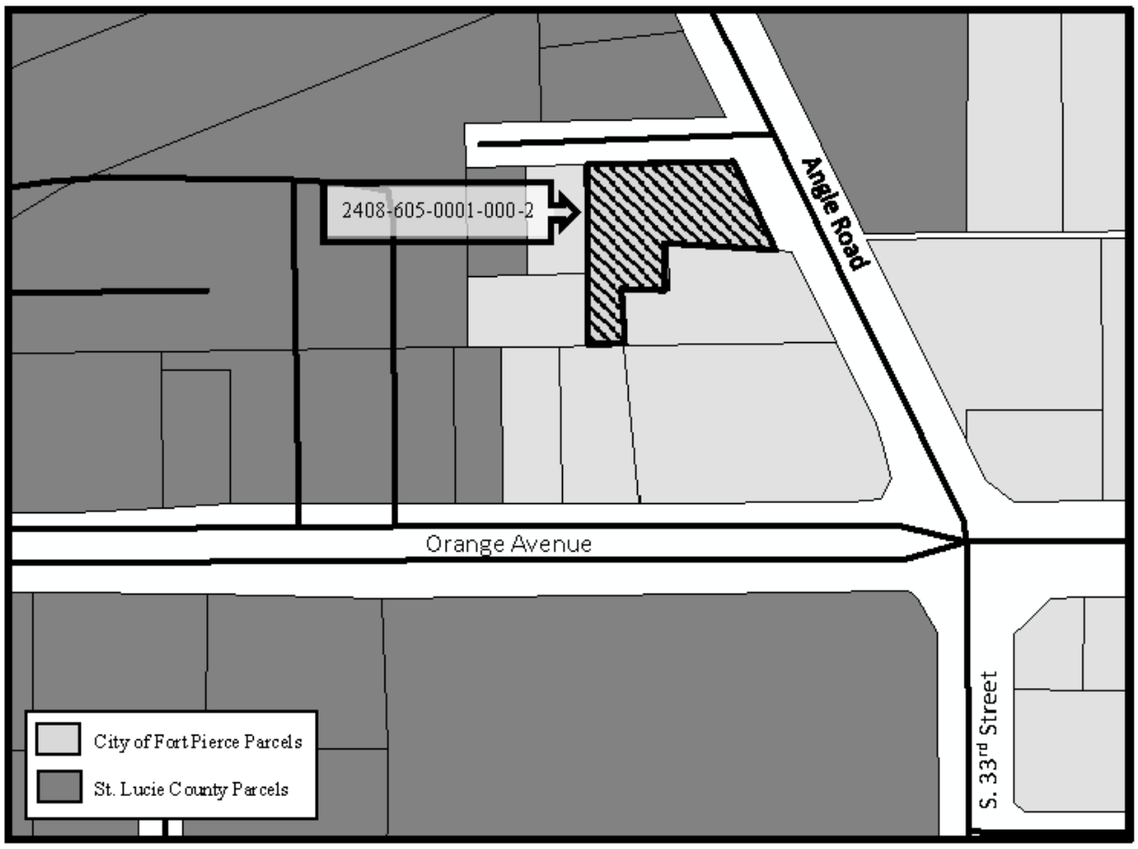
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



0.57-ACRES DESCRIBED AS

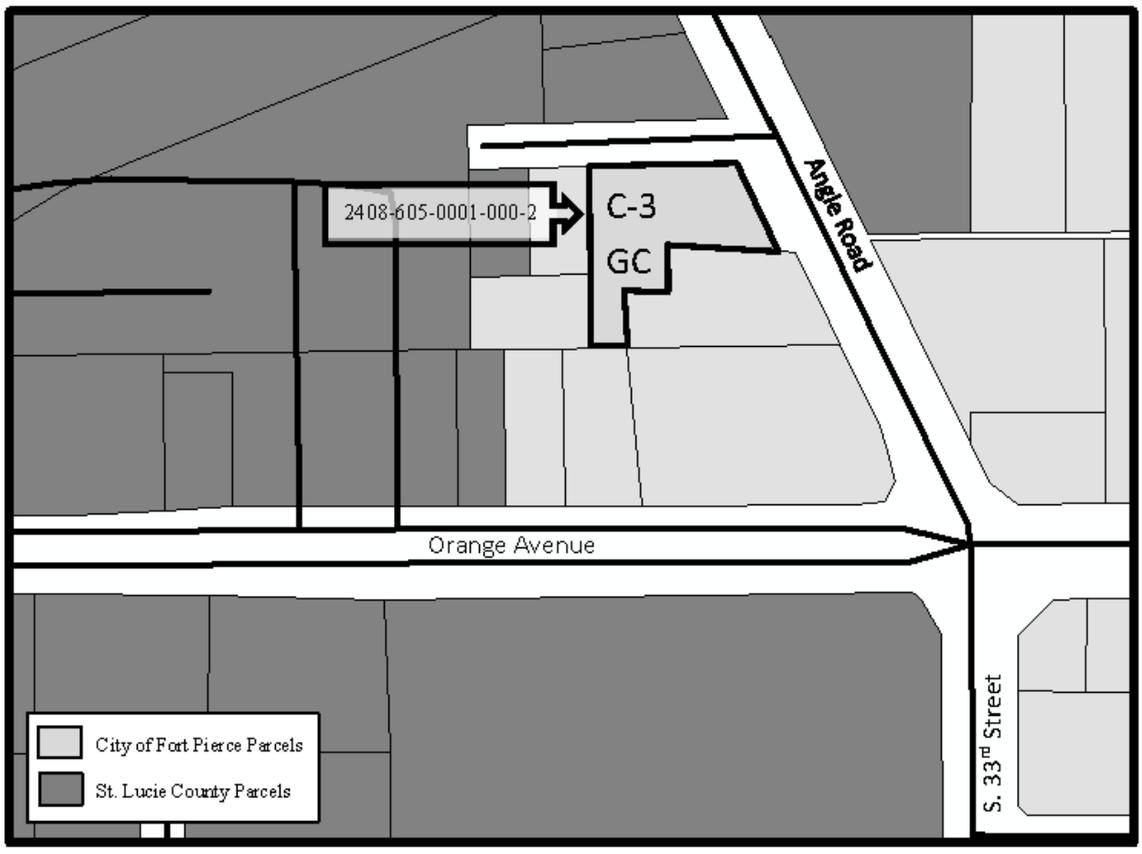
A PART OF LOT 6, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 12 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 AS SHOWN ON THE PLAT OF HOME ACRES, RUN SOUTHEASTERLY ALONG THE ORIGINAL EAST LINE OF SAID LOT 6, 115.50 FEET TO A POINT; THENCE WEST 155.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, WHICH POINT IS 90.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAIF LOT 6; THENCE NORTH 90.50 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE EAST 103.00 FEET TO THE POINT OF BEGINNING, LESS THEREFROM THE RIGHT OF WAY OF ANGLE ROAD

AND

LOT 7, HOME ACRES, UNIT 1, ACCORDIN TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 12 OF THE PUBLIC RECORD OF ST. LUCIE COUNTY; EXCEPTING THEREFROM THE WEST 62.3 FEET THEREOF; AND ALSO EXCEPTING THAT PART DEEDED TO HARRY J. ALTEMUELLER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, OF HOME ACRES, UNIT 1, THENCE RUN WEST 52 FEET; THENCE SOUTH 70 FEET; THENCE EAST 52 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CG, Commercial General with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of CG, General Commercial.

EXHIBIT C

Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3504124 OR BOOK 3221 PAGE 147, Recorded 08/13/2010 at 01:11 PM

Rec. # 18.50

RETURN TO: R.N. KOBLEGARD, III, ESQ., CH BOX 145 This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2408-605-0001-000-2 & 2408-605-0003-000-6	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3301 AND 3311 AVENUE A, FORT PIERCE, FL Location Address 6990 12TH STREET, VERO BEACH, FL 32960 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

PARCEL ONE: A PART OF LOT 6, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 12 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 AS SHOWN ON THE PLAT OF HOME ACRES, RUN SOUTHEASTERLY ALONG THE ORIGINAL EAST LINE OF SAID LOT 6, 115.50 FEET TO A POINT; THENCE WEST 155.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, WHICH POINT IS 90.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 90.50 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE EAST 103.00 FEET TO POINT OF BEGINNING, LESS THEREFROM THE RIGHT OF WAY OF ANGLE ROAD.

PARCEL TWO: LOT 7, HOME ACRES, UNIT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 12 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; EXCEPTING THEREFROM THE WEST 62.3 FEET THEREOF; AND ALSO EXCEPTING THAT PART DEEDED TO HENRY J. ALTEMUELLER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, OF HOME ACRES, UNIT 1, THENCE RUN WEST 52 FEET; THENCE SOUTH 70 FEET; THENCE EAST 52 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 6990 12TH STREET, VERO BEACH, FLORIDA 32960.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hands and seals this 12th day of July, 2010.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Susan M. Burban
Printed Witness Signature

Witness Signature

Diane B. Sikkema
Printed Witness Signature

Signature
Sebastiano Gazzara, Trustee
Printed Signature
6990 12th Street
Address
Vero Beach, FL 32966
City, State, Zip

Signature
Cecilia P. Gazzara, Trustee
Printed Signature
6990 12th Street
Address
Vero Beach, FL 32966
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SEBASTIANO GAZZARA and CECILIA P. GAZZARA, Trustees of the SEBASTIANO GAZZARA AND

OR BOOK 3221 PAGE 148

CECILIA GAZZARA REVOCABLE LIVING TRUST DATED 3-4-09, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 12th day of July, A.D. 2010.
DIANE B. SIKKEMA Commission DD 761938 Expires March 21, 2012 Bonded Thru Troy Fain Insurance 800-385-7019	Diane B. Sikkema Notary Signature Diane B. Sikkema Notary Printed Signature

City Commission Regular Meeting **12. n.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3240 South 25th Street (2428-232-0001-000-0)

SUBJECT:

Legislative Hearing - Ordinance 19-058 extending the territorial limits of the City of Fort Pierce, Florida, to include 3240 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $0 and the 2018 tax bill was $76.03.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:06 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:31 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Four (4) Parcels**
2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Jorge R. Ortiz Jr.
2409 Elizabeth Avenue
Fort Pierce, FL 34982

Linda Broome
Justina Connelly
3418 Sunrise Boulevard
Fort Pierce, FL 34982

Iglesia Biblica de Fort Pierce Inc
5309 San Diego Avenue
Fort Pierce, FL 34946

Pamela J. Raab (TR)
4310 North Highway A1A, Apt 301
Fort Pierce, FL 34949

Requested Action: Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Future Land Use Designation of Residential Low Density (RL) and Zoning Designation of Single-Family Low Density (R-1) for each parcel.

Site Location: 2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street, all in Fort Pierce, Florida.

Parcel ID's: 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0

Parcel Size: 0.38, 0.34, 4.75, and 0.72 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Religious Facility (RF) (1 Parcel) (St. Lucie County)
Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single-Family Low Density (R-1)

2409 Elizabeth Avenue

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RS-4 (SLC)	RF (SLC)	OS-1, PUD (SLC)

3418 Sunrise Boulevard

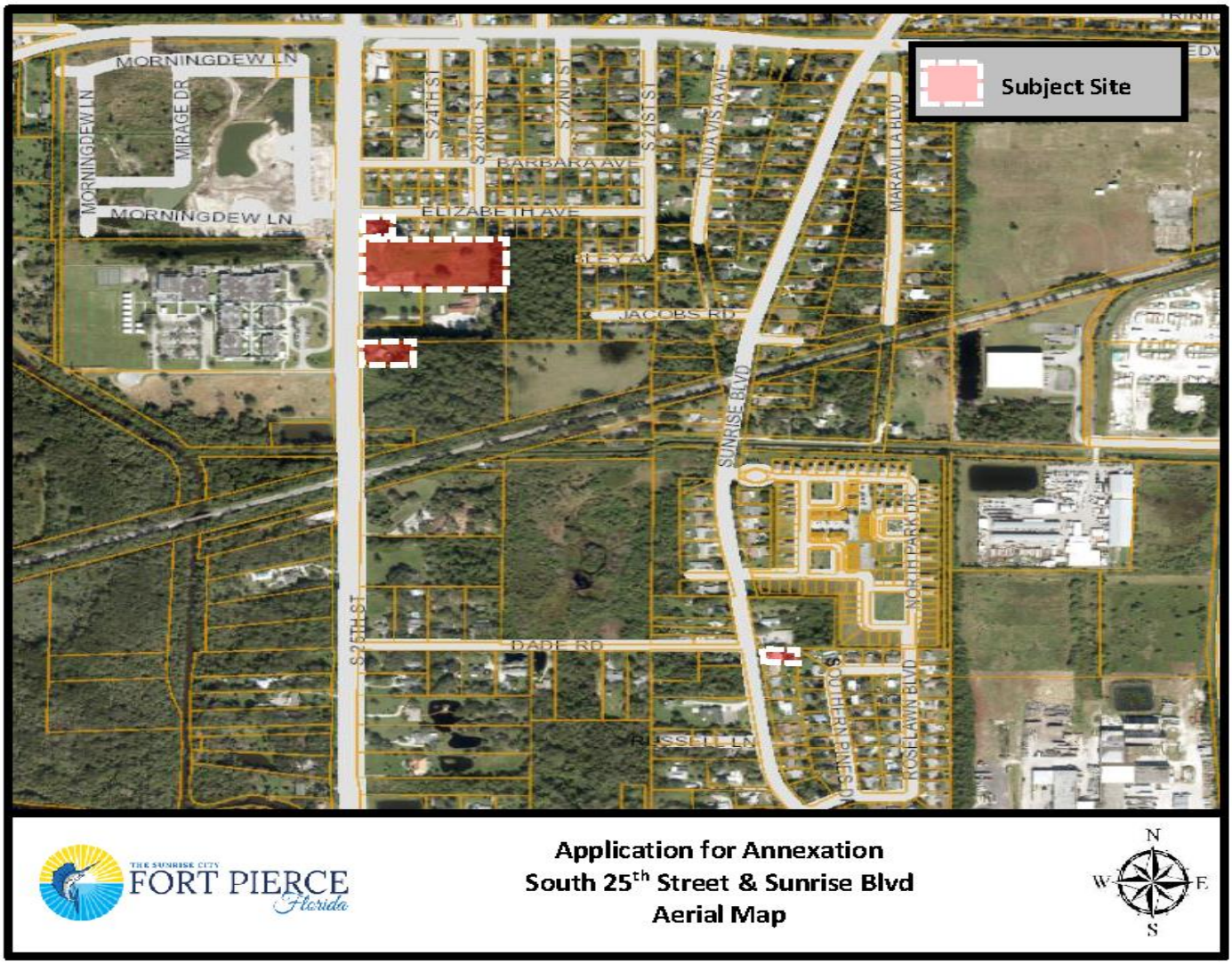
	North	East	South	West
Surrounding FLU:	INST	RU (SLC)	RU (SLC)	RM, RU (SLC)
Surrounding Zoning:	R-1	RS-4 (SLC)	RS-4 (SLC)	R-3, AR-1 (SLC)

3240 and 3306 South 25th Street

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RL, RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RM-5 (SLC)	R-1, RS-4 (SLC)	OS-1

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) generally located on the southeast corner of South 25th Street and Elizabeth Avenue, the southeast corner of Dade Road and Sunrise Boulevard, and 130 feet from the southeast intersection of South 25th Street and Elizabeth Avenue in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for all of these parcels on South Jenkins Road includes Religious Facility (RF) (1 Parcel) with a Zoning classification of Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels), and Residential Urban 5 Dwelling Units/Acre (RU). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for all parcels will be Low Density Residential (RL) and the Zoning classificatio for all parcels will be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) are approximately $142,900, $122,700, $0 (this is the site of a church), and $54,780, respectively. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-058

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3240 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit "C;" and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-232-0001-000-0

The North ½ of the NW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East, of the Public Record of St. Lucie County, Florida, less the West 40 feet thereof (road right-of-way).

Said property containing 4.75 acres, more or less, and being generally located at 3240 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-058 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

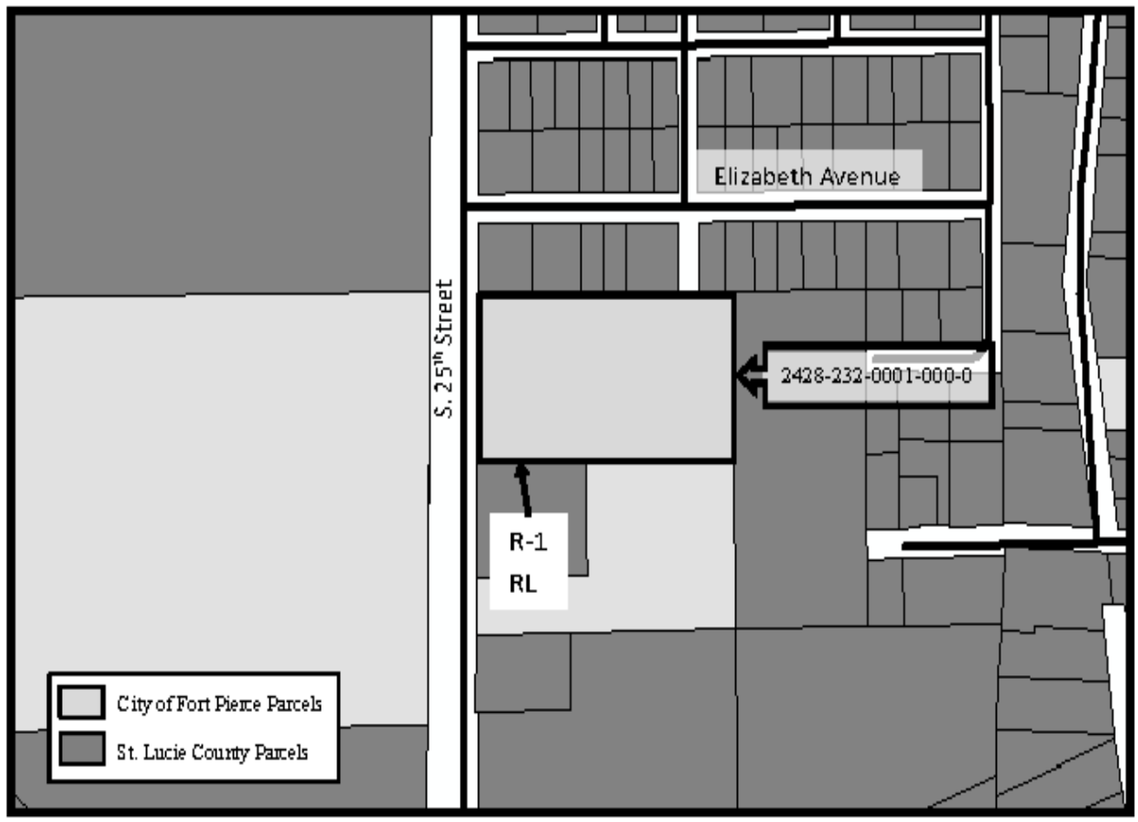
EXHIBIT A
Annexed Area & Legal Description



The North ½ of the NW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East, of the Public Record of St. Lucie County, Florida, less the West 40 feet thereof (road right-of-way).

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Religious Facility (RF) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C

Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3267564 OR BOOK 3024 PAGE 398, Recorded 10/15/2008 at 09:17 AM

Record $ 18.50

RETURN TO: BOX 145
This instrument prepared by:
R. N. Koblegard, III, Esq.
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraisers Parcel Identification (Folio) Number(s):
2428-232-0001-000-0

ANNEXATION AGREEMENT
CORPORATION

TO: WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Dear Sir:

TBD – SO. 25TH STREET, FORT PIERCE, FL 34982
Location Address

4699 OLEANDER AVENUE, FORT PIERCE, FL 34982
Mailing Address (if different from location address)

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

The North ½ of the NW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East, of the Public Records of St. Lucie County, Florida, less the West 40 feet thereof.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

(Corporate Seal)

Attest:

Secretary

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized this 8th day of October, 2008.

***COVENANT REFORMED PRESBYTERIAN CHURCH OF FORT PIERCE, FLORIDA, INC.**, a Florida Non Profit Corporation*

GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
Susan M. Burban
Printed Witness Signature

Witness Signature
Diane B. Sikkema
Printed Witness Signature

BY:
Samuel P. Rowe, Director
Printed Signature
4699 Oleander Avenue
Address
Fort Pierce, FL 34982
City, State, Zip

Witness Signature
Susan M. Burban
Printed Witness Signature

Witness Signature
Diane B. Sikkema
Printed Witness Signature

Samuel V. Rowe, Director
Printed Signature
2012 Winding Creek Lane
Address
Fort Pierce, FL 34981
City, State, Zip

Witness Signature
Susan M. Burban
Printed Witness Signature

Witness Signature
Diane B. Sikkema
Printed Witness Signature

E.C. Manville, Director
Printed Signature
5500 Teal Terrace
Address
Fort Pierce, FL 34982
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SAMUEL P. ROWE, known to me to be one of the Directors of COVENANT REFORMED PRESBYTERIAN CHURCH OF FORT PIERCE, FLORIDA, INC., the corporation in whose name the foregoing instrument was executed, and that he acknowledged

OR BOOK 3024 PAGE 399

executing the same for such corporation, freely and voluntarily, under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath (was not) taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 9th day of October A.D. 2008.
DIANE B. SIKKEMA Commission DD 761938 Expires March 21, 2012 Bonded Thru Troy Fain Insurance 800-385-7019	Diane B. Sikkema Notary Signature Diane B. Sikkema Notary Printed Signature

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SAMUEL V. ROWE, known to me to one of the Directors of COVENANT REFORMED PRESBYTERIAN CHURCH OF FORT PIERCE, FLORIDA, INC., the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath (was not) taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 9th day of October A.D. 2008.
DIANE B. SIKKEMA Commission DD 761938 Expires March 21, 2012 Bonded Thru Troy Fain Insurance 800-385-7019	Diane B. Sikkema Notary Signature Diane B. Sikkema Notary Printed Signature

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared E. C. MANVILLE, known to me to be one of the Directors of COVENANT REFORMED PRESBYTERIAN CHURCH OF FORT PIERCE, FLORIDA, INC., the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath (was not) taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 13th day of October A.D. 2008.
DIANE B. SIKKEMA Commission DD 761938 Expires March 21, 2012 Bonded Thru Troy Fain Insurance 800-385-7019	Diane B. Sikkema Notary Signature Diane B. Sikkema Notary Printed Signature

City Commission Regular Meeting **12. o.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2409 Elizabeth Avenue (2428-604-0037-000-2)

SUBJECT:

Legislative Hearing - Ordinance 19-059 extending the territorial limits of the City of Fort Pierce, Florida, to include 2409 Elizabeth Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $142,900 and the 2018 tax bill was $3,010.97.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:06 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:34 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Four (4) Parcels**
2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Jorge R. Ortiz Jr.
2409 Elizabeth Avenue
Fort Pierce, FL 34982

Linda Broome
Justina Connelly
3418 Sunrise Boulevard
Fort Pierce, FL 34982

Iglesia Biblica de Fort Pierce Inc
5309 San Diego Avenue
Fort Pierce, FL 34946

Pamela J. Raab (TR)
4310 North Highway A1A, Apt 301
Fort Pierce, FL 34949

Requested Action: Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Future Land Use Designation of Residential Low Density (RL) and Zoning Designation of Single-Family Low Density (R-1) for each parcel.

Site Location: 2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street, all in Fort Pierce, Florida.

Parcel ID's: 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0

Parcel Size: 0.38, 0.34, 4.75, and 0.72 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Religious Facility (RF) (1 Parcel) (St. Lucie County)
Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single-Family Low Density (R-1)

2409 Elizabeth Avenue

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RS-4 (SLC)	RF (SLC)	OS-1, PUD (SLC)

3418 Sunrise Boulevard

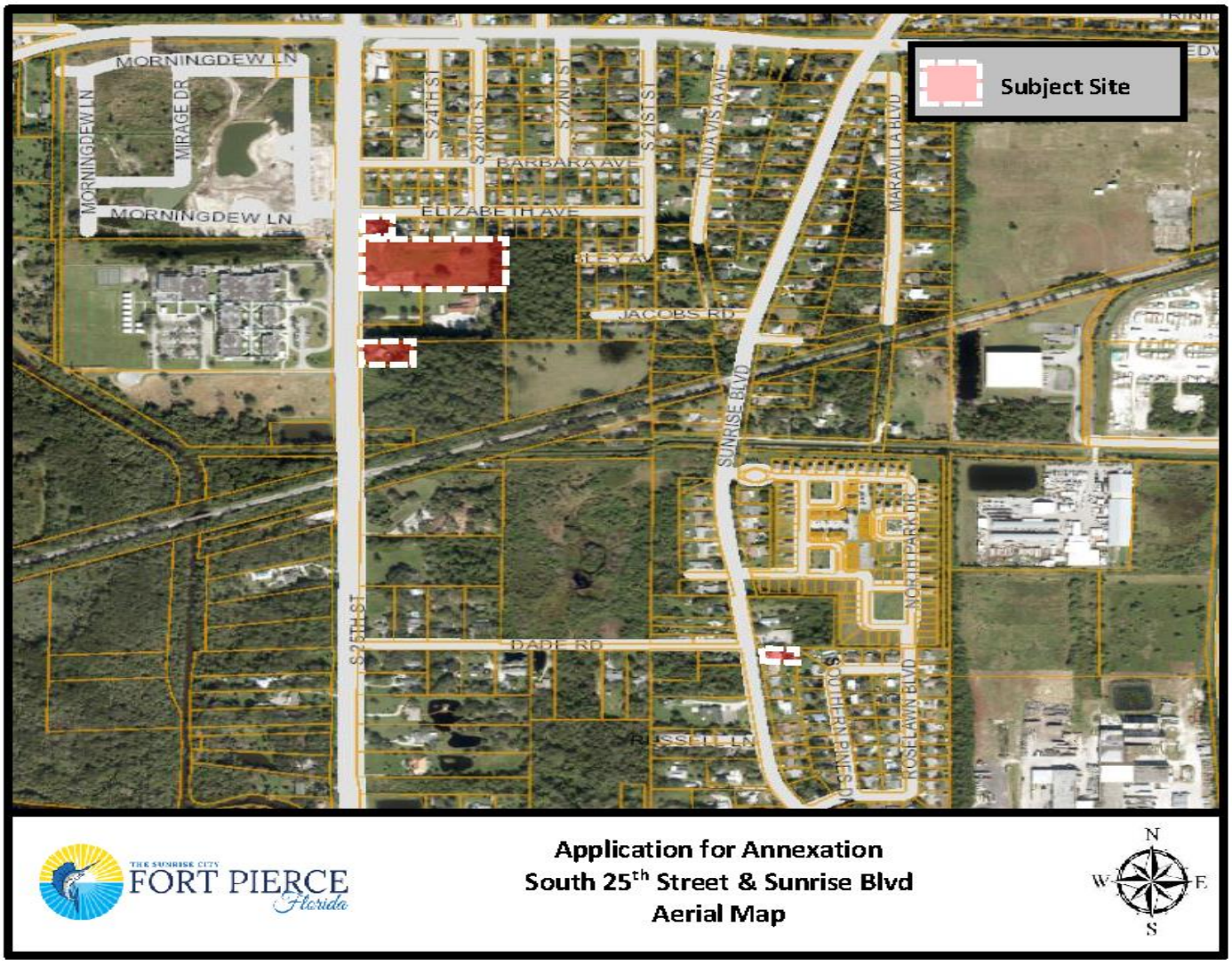
	North	East	South	West
Surrounding FLU:	INST	RU (SLC)	RU (SLC)	RM, RU (SLC)
Surrounding Zoning:	R-1	RS-4 (SLC)	RS-4 (SLC)	R-3, AR-1 (SLC)

3240 and 3306 South 25th Street

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RL, RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RM-5 (SLC)	R-1, RS-4 (SLC)	OS-1

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) generally located on the southeast corner of South 25th Street and Elizabeth Avenue, the southeast corner of Dade Road and Sunrise Boulevard, and 130 feet from the southeast intersection of South 25th Street and Elizabeth Avenue in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for all of these parcels on South Jenkins Road includes Religious Facility (RF) (1 Parcel) with a Zoning classification of Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels), and Residential Urban 5 Dwelling Units/Acre (RU). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for all parcels will be Low Density Residential (RL) and the Zoning classificatio for all parcels will be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) are approximately $142,900, $122,700, $0 (this is the site of a church), and $54,780, respectively. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-059

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2409 ELIZABETH 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-604-0037-000-2

LOTS 1 AND 2, BLOCK 3, FLEETWOOD ACRES, ACCORDING TO THE PLAT THEREOF, FILED IN PLAT BOOK 10, PAGE 78, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.38 acres, more or less, and being generally located at 2409 Elizabeth Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-059 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____

Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

Linda W. Cox
CITY CLERK

(CITY SEAL)

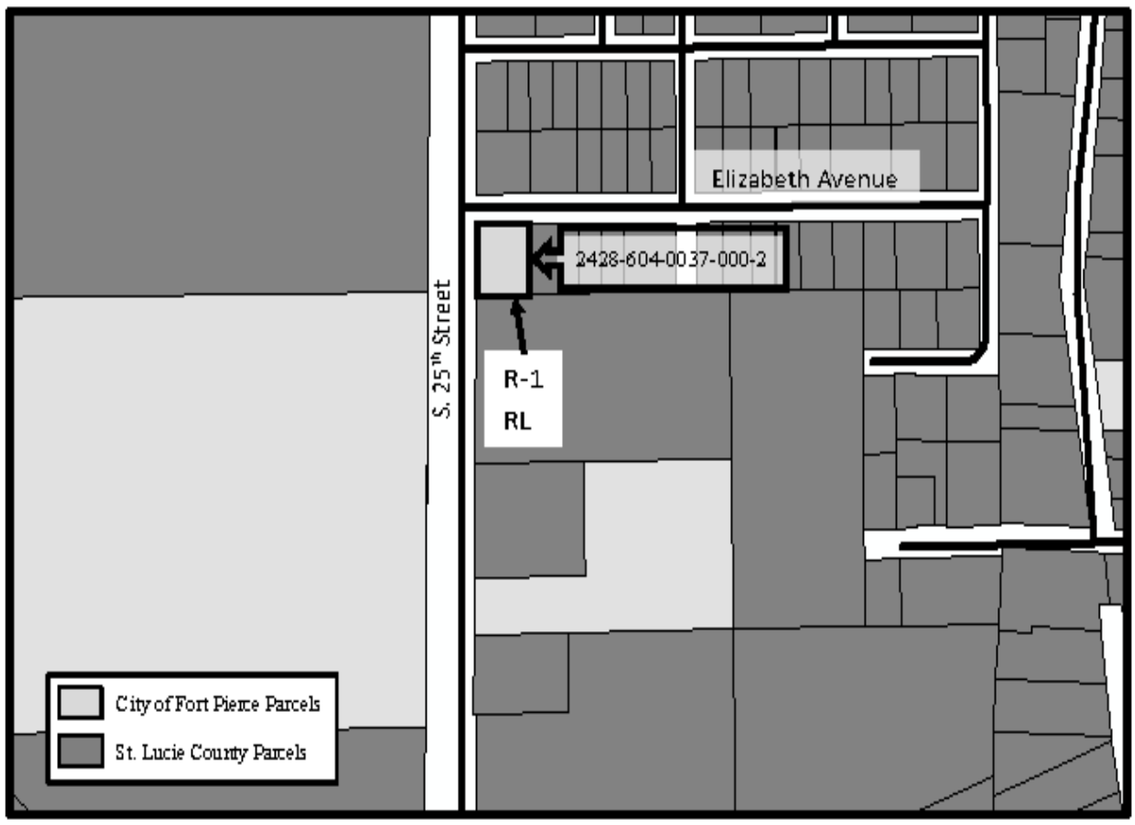
EXHIBIT A
Annexed Area & Legal Description



LOTS 1 AND 2, BLOCK 3, FLEETWOOD ACRES, ACCORDING TO THE PLAT THEREOF, FILED IN PLAT BOOK 10, PAGE 78, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Single Family, 4 Dwelling Units/Acre (RS-4) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4209716 OR BOOK 3890 PAGE 1008, Recorded 07/14/2016 08:46:52 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., CH BOX 145 This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2428-604-0037-000-2	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2409 ELIZABETH AVE, FORT PIERCE, FL 34982 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOTS 1 AND 2, BLOCK 3, FLEETWOOD ACRES, ACCORDING TO THE PLAT THEREOF, FILED IN PLAT BOOK 10, PAGE 78, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hands and seals this 12th day of July, 2016.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Lisa G. dos Santos
Printed Witness Signature

Witness Signature

Nikol Martin
Printed Witness Signature

Abadesa Flores
Signature
Abadesa Flores, a single adult
Printed Signature
2409 Elizabeth Avenue
Address
Fort Pierce, Florida 34982
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Abadesa Flores, a single adult,** known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL Nikol Martin NOTARY PUBLIC STATE OF FLORIDA Comm# FF210427 Expires 3/16/2019	Witness my hand and official Seal in the County and State last aforesaid this 12th day of July, A.D. 2016. Notary Signature Nikol Martin Notary Printed Signature

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3306 South 25th Street (2428-233-0002-000-0)

SUBJECT:

Legislative Hearing - Ordinance 19-060 extending the territorial limits of the City of Fort Pierce, Florida, to include 3306 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $54,780 and the 2018 tax bill was $1,319.61.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:06 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:36 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Four (4) Parcels**
2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Jorge R. Ortiz Jr.
2409 Elizabeth Avenue
Fort Pierce, FL 34982

Linda Broome
Justina Connelly
3418 Sunrise Boulevard
Fort Pierce, FL 34982

Iglesia Biblica de Fort Pierce Inc
5309 San Diego Avenue
Fort Pierce, FL 34946

Pamela J. Raab (TR)
4310 North Highway A1A, Apt 301
Fort Pierce, FL 34949

Requested Action: Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Future Land Use Designation of Residential Low Density (RL) and Zoning Designation of Single-Family Low Density (R-1) for each parcel.

Site Location: 2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street, all in Fort Pierce, Florida.

Parcel ID's: 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0

Parcel Size: 0.38, 0.34, 4.75, and 0.72 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Religious Facility (RF) (1 Parcel) (St. Lucie County)
Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single-Family Low Density (R-1)

2409 Elizabeth Avenue

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RS-4 (SLC)	RF (SLC)	OS-1, PUD (SLC)

3418 Sunrise Boulevard

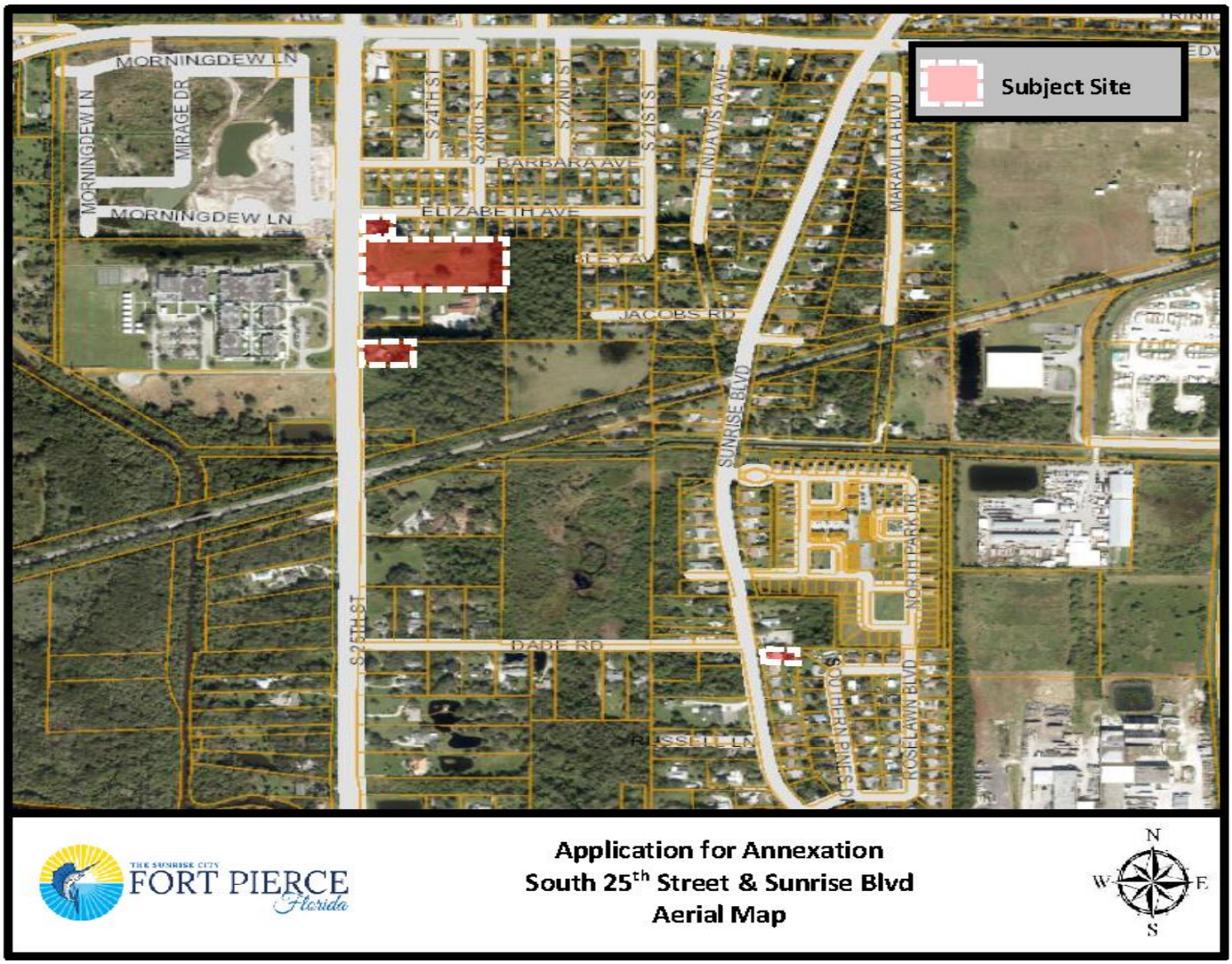
	North	East	South	West
Surrounding FLU:	INST	RU (SLC)	RU (SLC)	RM, RU (SLC)
Surrounding Zoning:	R-1	RS-4 (SLC)	RS-4 (SLC)	R-3, AR-1 (SLC)

3240 and 3306 South 25th Street

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RL, RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RM-5 (SLC)	R-1, RS-4 (SLC)	OS-1

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) generally located on the southeast corner of South 25th Street and Elizabeth Avenue, the southeast corner of Dade Road and Sunrise Boulevard, and 130 feet from the southeast intersection of South 25th Street and Elizabeth Avenue in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for all of these parcels on South Jenkins Road includes Religious Facility (RF) (1 Parcel) with a Zoning classification of Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels), and Residential Urban 5 Dwelling Units/Acre (RU). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for all parcels will be Low Density Residential (RL) and the Zoning classificatio for all parcels will be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) are approximately $142,900, $122,700, $0 (this is the site of a church), and $54,780, respectively. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-060

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3306 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit "C;" and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-233-0002-000-0

A 0.72-acre part of the SW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East, more particularly described as follows, to wit:

Commence at a point where the North line of the SW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East intersects with the East right-of-way line of Hawley Road, thence run South along the East right-of-way line of Hawley Road 150 feet to a point, thence run East, and parallel to said above North line 250 feet to a point, thence run North on a line parallel with the said East right-of-way line of Hawley Road for a distance of 150 to a point on the above described line, thence run West along said North line for a distance of 250 feet to the Point of Beginning.

Less and excepting therefrom road rights of way.

Said property containing 0.72 acres, more or less, and being generally located at 3306 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-060 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

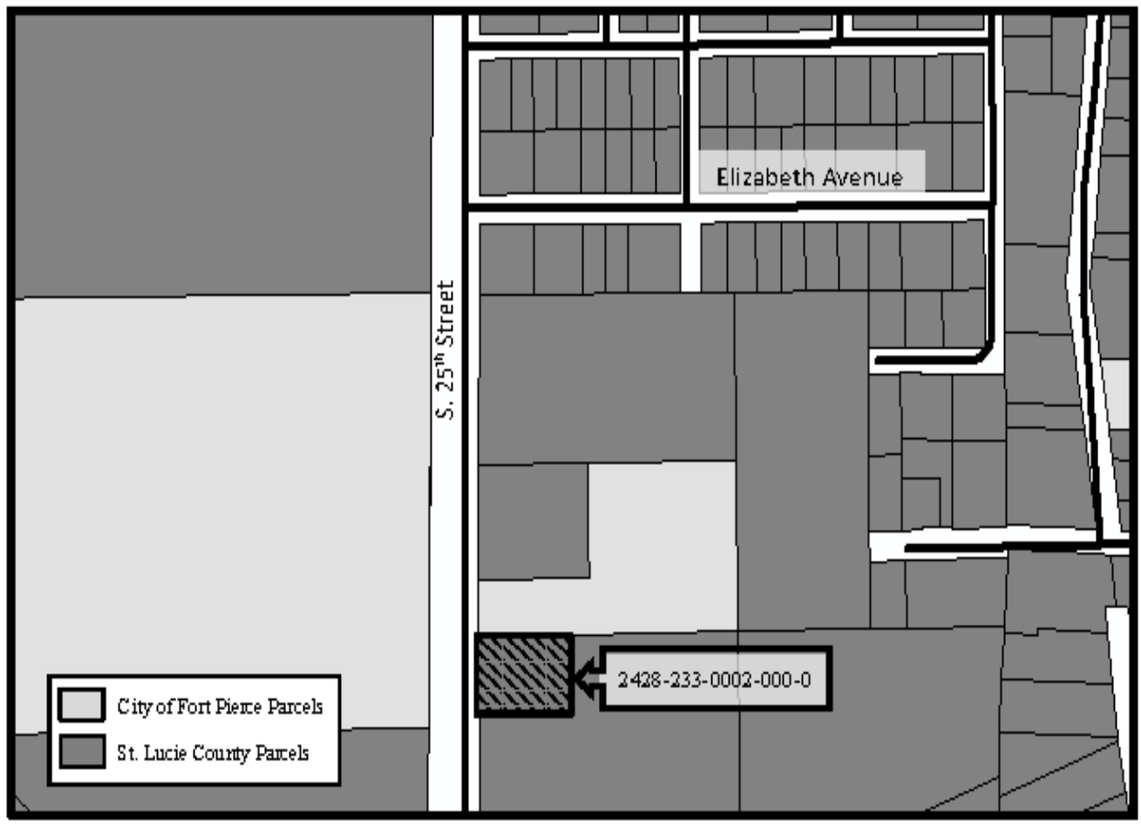
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



A 0.72-acre part of the SW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East, more particularly described as follows, to wit:

Commence at a point where the North line of the SW ¼ of the SW ¼ of the NW ¼ of Section 28, Township 35 South, Range 40 East intersects with the East right-of-way line of Hawley Road, thence run South along the East right-of-way line of Hawley Road 150 feet to a point, thence run East, and parallel to said above North line 250 feet to a point, thence run North on a line parallel with the said East right-of-way line of Hawley Road for a distance of 150 to a point on the above described line, thence run West along said North line for a distance of 250 feet to the Point of Beginning.

Less and excepting therefrom road rights of way.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Single Family, 4 Dwelling Units/Acre (RS-4) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C

Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4281275 OR BOOK 3967 PAGE 1349, Recorded 02/27/2017 01:35:19 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., CH BOX 145 This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): **2428-233-0002-000-0**	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3306 S. 25TH STREET, FORT PIERCE, FL 34981 Location Address 4310 N HIGHWAY A1A, APT. 301, FORT PIERCE, FL 34949 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LEGAL DESCRIPTION ATTACHED AND MARKED AS EXHIBIT "A"

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 4310 N. HIGHWAY A1A, A PT. 301, FORT PIERCE, FLORIDA 34949.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 12th day of January, 2017.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Lisa G. dos Santos
Printed Witness Signature

Witness Signature
Nikol Martin
Printed Witness Signature

Signature
Pamela J. Raab, as Co-Trustee of The James P. Raab and Pamela J. Raab Revocable Trust Dated May 20, 2009
Printed Signature
4310 N Highway A1A, Apt. 301
Address
Fort Pierce, Florida 34949
City, State, Zip

STATE OF FLORIDA
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **PAMELA J. RAAB, as Co-Trustee of James P. Raab and Pamela J. Raab Revocable Trust dated May 20, 2009**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL Nikol Martin NOTARY PUBLIC STATE OF FLORIDA Comm# FF210427 Expires 3/16/2019	Witness my hand and official Seal in the County and State last aforesaid this 12th day of January, A.D. 2017. Notary Signature Nikol Martin Notary Printed Signature

Revised 7/9/04 per atty

OR BOOK 3967 PAGE 1350

Exhibit "A"

A part of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 28, Township 35 South, Range 40 East, more particularly described as follows, to wit:

Commence at a point where the North line of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 28, Township 35 South, Range 40 East intersects with the East right-of-way line of Hawley Road, thence run South along the East right-of-way line of Hawley Road 150 feet to a point, thence run East, and parallel to said above North line 250 feet to a point, thence run North on a line parallel with the said East right-of-way line of Hawley Road for a distance of 150 to a point on the above described North line, thence run West along said North line for a distance of 250 feet to the Point of Beginning.

Less and excepting therefrom road rights of way.

City Commission Regular Meeting **12. q.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3366 South 25th Street (2428-322-0002-000-3)

SUBJECT:

Legislative Hearing - Ordinance 19-061 extending the territorial limits of the City of Fort Pierce, Florida, to include 3366 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use Designation of Medium Density Residential (RM) and Zoning designation of Medium Density Residential (R-4).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $0 and the 2018 tax bill was $0.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:07 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 05:39 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Three (3) Parcels** **3335 Sunrise Boulevard, 3366 and 3540 South 25th Street**
HEARING DATES:	November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:	Francisco Godinez 2407 Blossom Court Fort Pierce, FL 34982-5603 Storybrooke Preschool Academy LLC 2246 Ridgewood Circle Royal Palm Beach, FL 33411 Ana Ruiz 3540 South 25th Street Fort Pierce, FL 34981
Requested Action:	Approval of Voluntary Applications for Annexation of three (3) parcels of land along with the Future Land Use Designation of Medium Density Residential (RM) and the Zoning Designation of Medium Density Residential (R-4), for each parcel.
Site Location:	3335 Sunrise Boulevard, 3366 and 3540 South 25th Street, all in Fort Pierce, Florida.
Parcel ID's:	2428-601-0264-000-3, 2428-322-0002-000-3, and 2428-322-0003-000-0
Parcel Size:	0.46, 5.43, and 4.50 acres
Current Future Land Use:	Residential Urban 5 Dwelling Units/Acre (RU) (2 Parcels) (St. Lucie County) Medium Density Residential (RM) (1 Parcel) (St. Lucie County)
Current Zoning:	Residential Multi-Family 9 Dwelling Units/Acre (RM-9) (1 Parcel) Agricultural Residential/ Institutional (AR-1/I) (1 Parcel/Split Zoning) Agricultural Residential (AR-1) (1 Parcel) (St. Lucie County)
Proposed Future Land Use:	Medium Density Residential (RM)
Proposed Zoning:	Medium Density Residential (R-4)

3335 Sunrise Boulevard

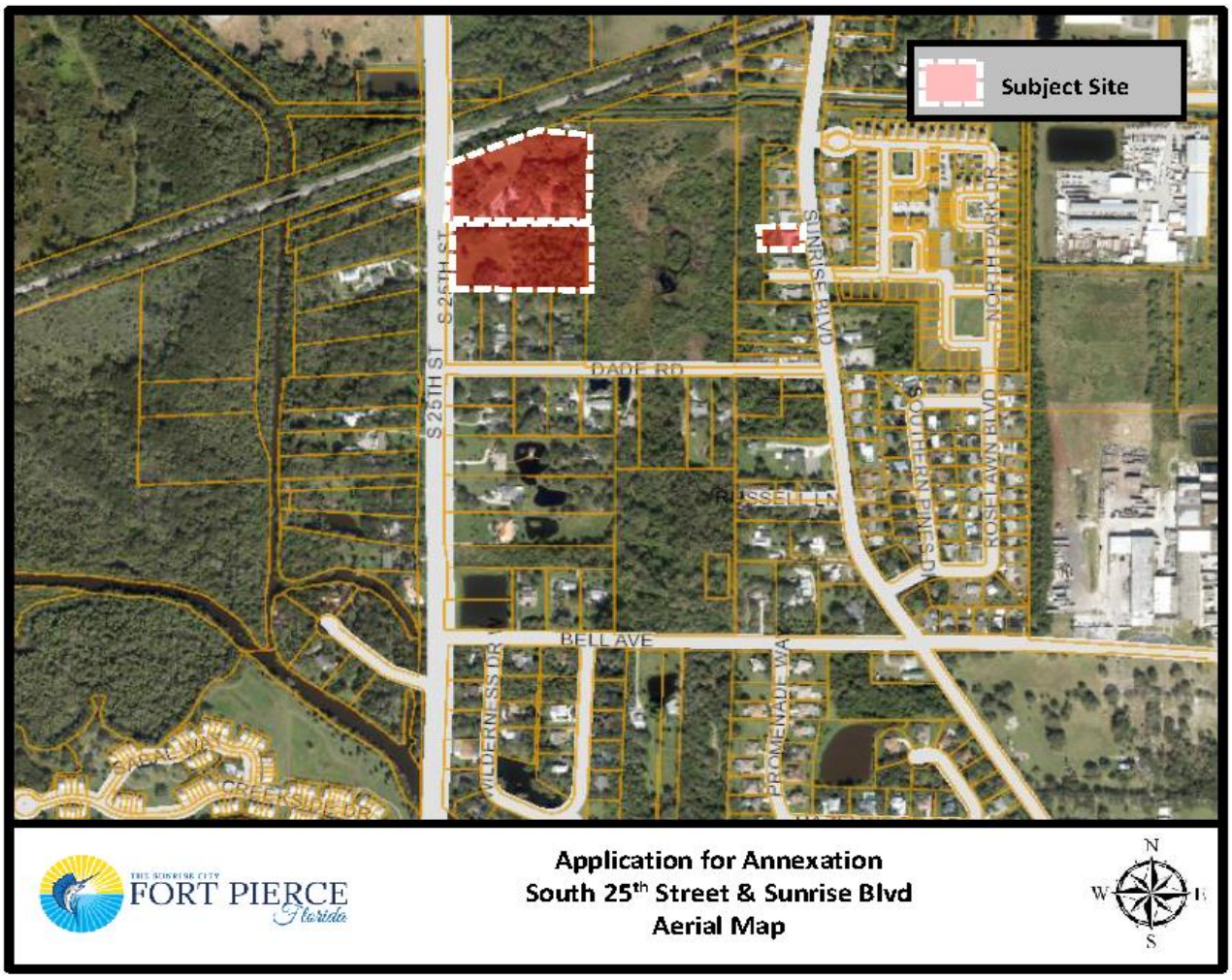
	North	East	South	West
Surrounding FLU:	RM	RM, RM (SLC)	RM (SLC)	RM
Surrounding Zoning:	R-4	R-3, RM-9 (SLC)	RM-9 (SLC)	R-4

3366 and 3540 South 25th Street

	North	East	South	West
Surrounding FLU:	ROW, RU (SLC)	RM	RU (SLC)	RS (SLC)
Surrounding Zoning:	AR-1 & I & ROW (SLC)	R-4	AR-1 (SLC)	RE-2 & AR-1 & ROW (SLC)

Staff Analysis

This is a request for a voluntary annexation of three (3) properties (Parcel ID's 2428-601-0264-000-3, 2428-322-0002-000-3, and 2428-322-0003-000-0) generally located on the east side of South 25th Street, between Elizabeth Avenue and Dade Road and 120 feet from the northwest corner of Sharon Terrace and Sunrise Boulevard in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) (2 Parcels) and Medium Density Residential (RM) (1 Parcel) with a compatible St. Lucie County Zoning of Residential Multi-Family 9 Dwelling Units/Acre (RM-9) (1 Parcel), Agricultural Residential/ Institutional (1 Parcel/Split Zoning), (AR-1/I) Agricultural Residential (AR-1,) (1 Parcel).. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use Designation of all parcels will be Medium Density Residential (RM) and the proposed Zoning designation for all parcels will be Medium Density Residential (R-4).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $137,610, $0 (this property is the site of the Storybrooke Preschool Academy), and $76,702. If the Applications for Annexation are approved, it would create three (3) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
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The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RM and Zoning classification of R-4 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed three (3) annexations along with the Future Land Use and Zoning designations of RM and R-4, respectively for each of the parcels.

ORDINANCE NO. 19-061

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3366 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit "C;" and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-322-0002-000-3

FROM THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN NORTH ALONG SECTION LINE 691 FEET FROM THE POINT OF BEGINNING, THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NW ¼ OF SW ¼ 663.29 FEET, THENCE NORTH 423.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY LINE 373.11 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY AND LESS ADDITIONALLY ROAD RIGHT OF WAY AS IN O.R. BOOK 722, PAGE 2972, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (5.43 ACRES).

Said property containing 5.43 acres, more or less, and being generally located at 3366 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent 6years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Medium Density Residential (R-4), and assigned a Future Land Use Designation of Medium Density Residential (RM), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-061 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

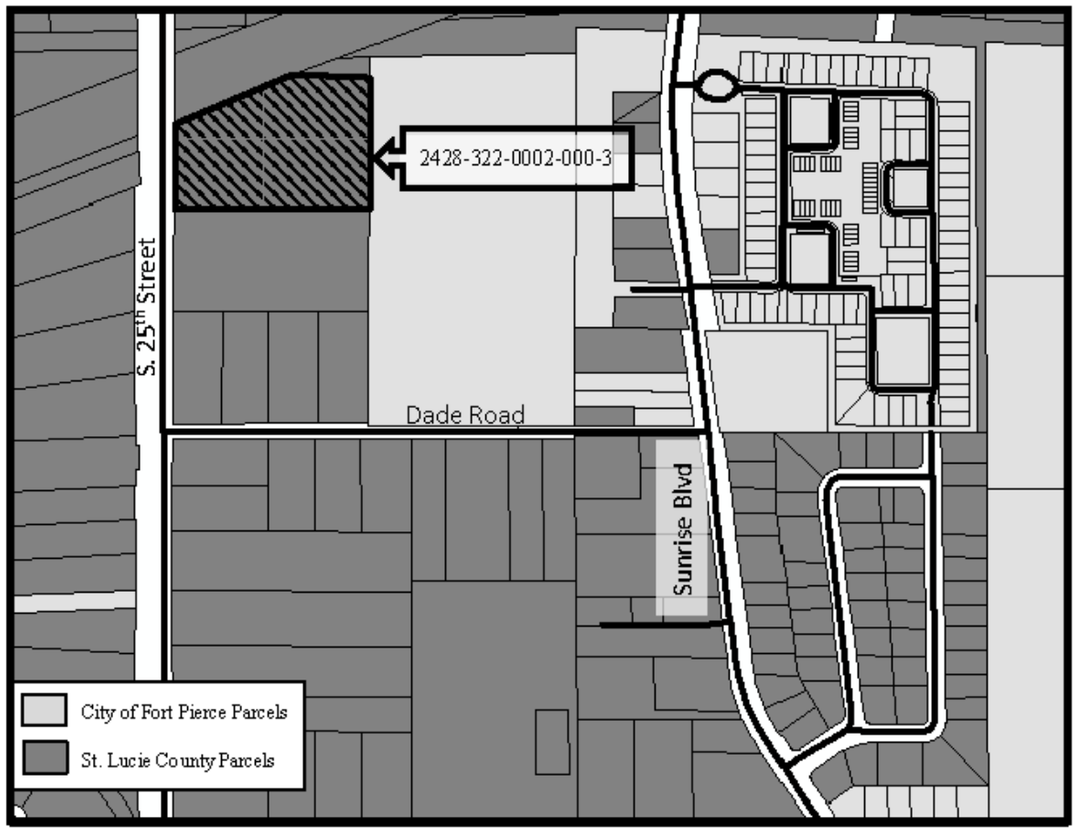
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

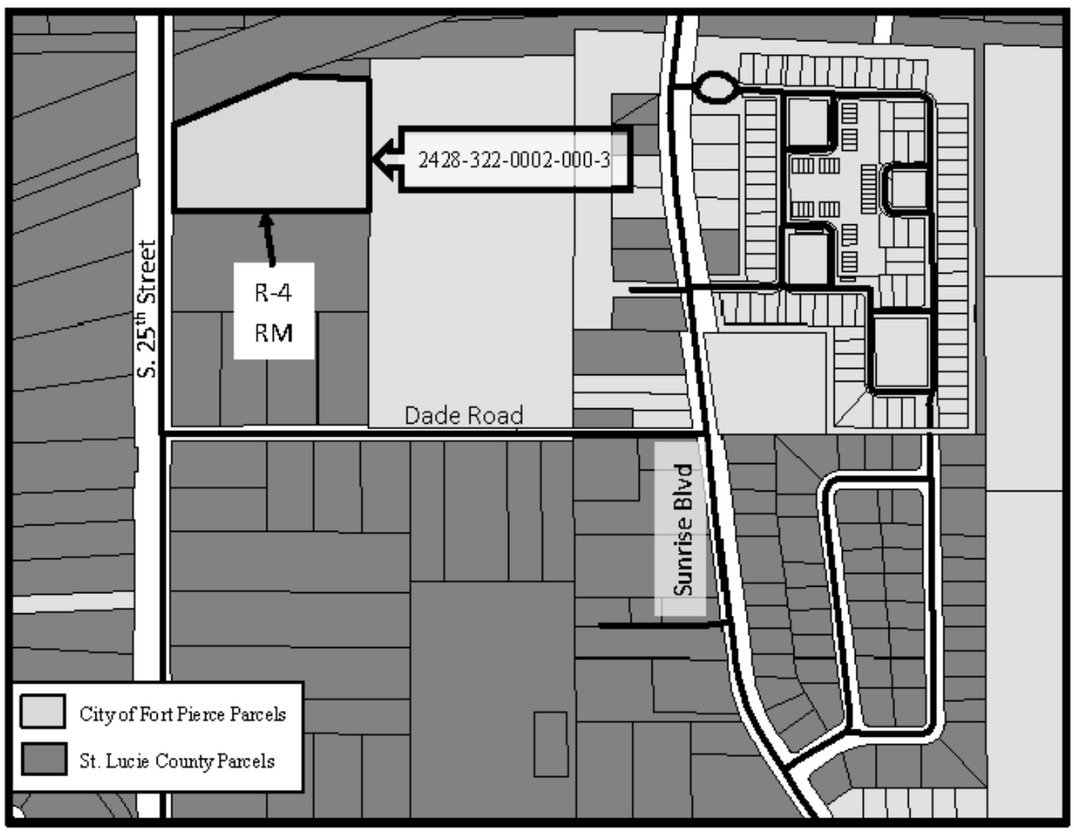
EXHIBIT A
Annexed Area & Legal Description



FROM THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN NORTH ALONG SECTION LINE 691 FEET FROM THE POINT OF BEGINNING, THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NW ¼ OF SW ¼ 663.29 FEET, THENCE NORTH 423.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY LINE 373.11 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY AND LESS ADDITIONALLY ROAD RIGHT OF WAY AS IN O.R. BOOK 722, PAGE 2972, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (5.43 ACRES).

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Agricultural Residential/ Institutional (AR-1/I) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Medium Density Residential (R-4) and have a Future Land Use Designation of Medium Density Residential (RM).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3128577 OR BOOK 2900 PAGE 1531, Recorded 11/02/2007 at 11:56 AM

RETURN TO: BOX 145 This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2428-322-0002-000/3	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3366 HAWLEY ROAD Location Address 160 12TH STREET SE, VERO BEACH, FL 32962-5701 Mailing Address (if different from location address)

Clerk 5/0 -

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

FROM THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN NORTH ALONG SECTION LINE 691 FEET FOR THE POINT OF BEGINNING, THENCE EAST PARALLEL WITH THE SOUTH LINEN OF THE NW ¼ OF SW ¼ 663.29 FEET, THENCE NORTH 423.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY LINE 373.11 FEET TO THE POINT OF BEGINNING, **LESS** ROAD RIGHT OF WAY AND LESS ADDITIONALLY ROAD RIGHT OF WAY AS IN O.R. BOOK 722, PAGE 2972, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (5.43 ACRES).

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, GRANTOR(S) RESIDE AT 160 12TH STREET SE, VERO BEACH, FL 32962-5701.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hand(s) and seal this 1st day of November, 2007.

Signed, sealed and delivered in our presence as witnesses:

Susan M. Burban
Witness Signature

SUSAN M. BURBAN
Printed Witness Signature

Diane B. Sikkema
Witness Signature

Diane B. Sikkema
Printed Witness Signature

STATE OF FLORIDA
COUNTY OF ST. LUCIE

(1) H. Wayne Harrison
Signature
H. Wayne Harrison
Printed Signature
160 12TH Street SE
Address
Vero Beach, FL 32962-5701
City, State, Zip

Frances Harrison
Signature
Frances Harrison, his wife
Printed Signature
160 12TH Street SE
Address
Vero Beach, FL 32962-5701
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **H. Wayne Harrison and Frances Harrison, his wife**, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form(s) identification of the above-named person(s): Driver's License(s); and that an oath was not taken.

RUBBER STAMP NOTARY SEAL NOTARY PUBLIC STATE OF FLORIDA **Diane B. Sikkema** Commission # DD299733 Expires March 21, 2008 Bonded Trey Fain - Insurance, Inc. 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 1st day of November A.D. 2007. Diane B. Sikkema Notary Signature ~~Susan M. Burban~~ Diane B. Sikkema Notary Printed Signature

City Commission Regular Meeting **12. r.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3540 South 25th Street (2428-322-0003-000-0)

SUBJECT:

Legislative Hearing - Ordinance 19-062 extending the territorial limits of the City of Fort Pierce, Florida, to include 3540 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Medium Density Residential (RM) and a Zoning designation of Medium Density Residential (R-4).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $76,702 and the 2018 tax bill was $1,979.06.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:11 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:46 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Three (3) Parcels** **3335 Sunrise Boulevard, 3366 and 3540 South 25th Street**
HEARING DATES:	November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:	Francisco Godinez 2407 Blossom Court Fort Pierce, FL 34982-5603 Storybrooke Preschool Academy LLC 2246 Ridgewood Circle Royal Palm Beach, FL 33411 Ana Ruiz 3540 South 25th Street Fort Pierce, FL 34981
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3335 Sunrise Boulevard

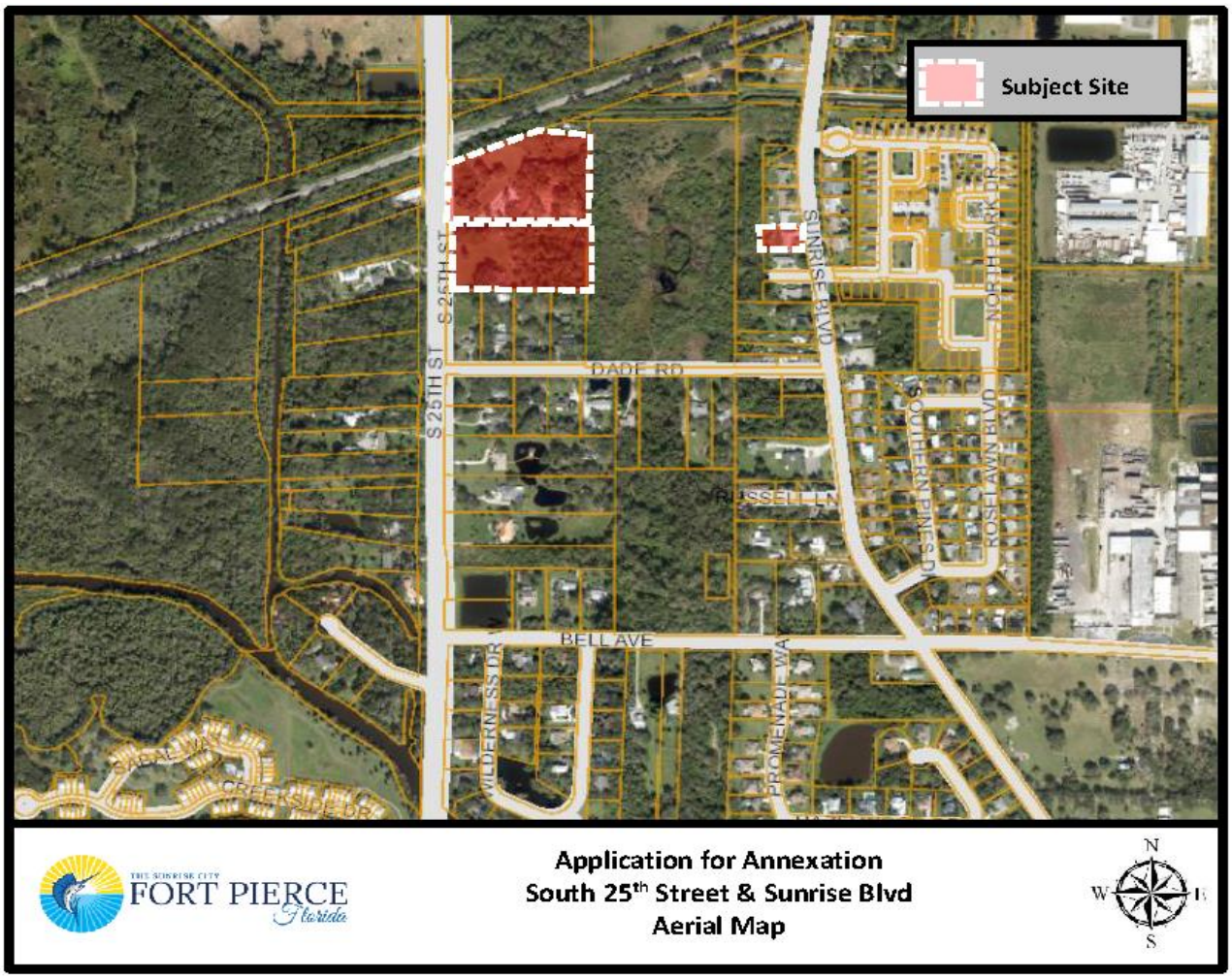
	North	East	South	West
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	North	East	South	West
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AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3540 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit "C;" and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-322-0003-000-0

4.50 acres of Parcel 2: From the SW corner of the NW ¼ of the SW ¼ of Section 28, Township 35 South, Range 40 East, run North along Section line 367 feet; thence East 25 feet to the POB; thence continue East parallel with the South line of the NW ¼ of the SW ¼ 638.28 feet; thence North 162 feet; thence West 638.28 feet; thence South 162 feet to the POB.

Said property containing 4.50 acres, more or less, and being generally located at 3540 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Medium Density Residential (R-4), and assigned a Future Land Use Designation of Medium Density Residential (RM), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-062 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

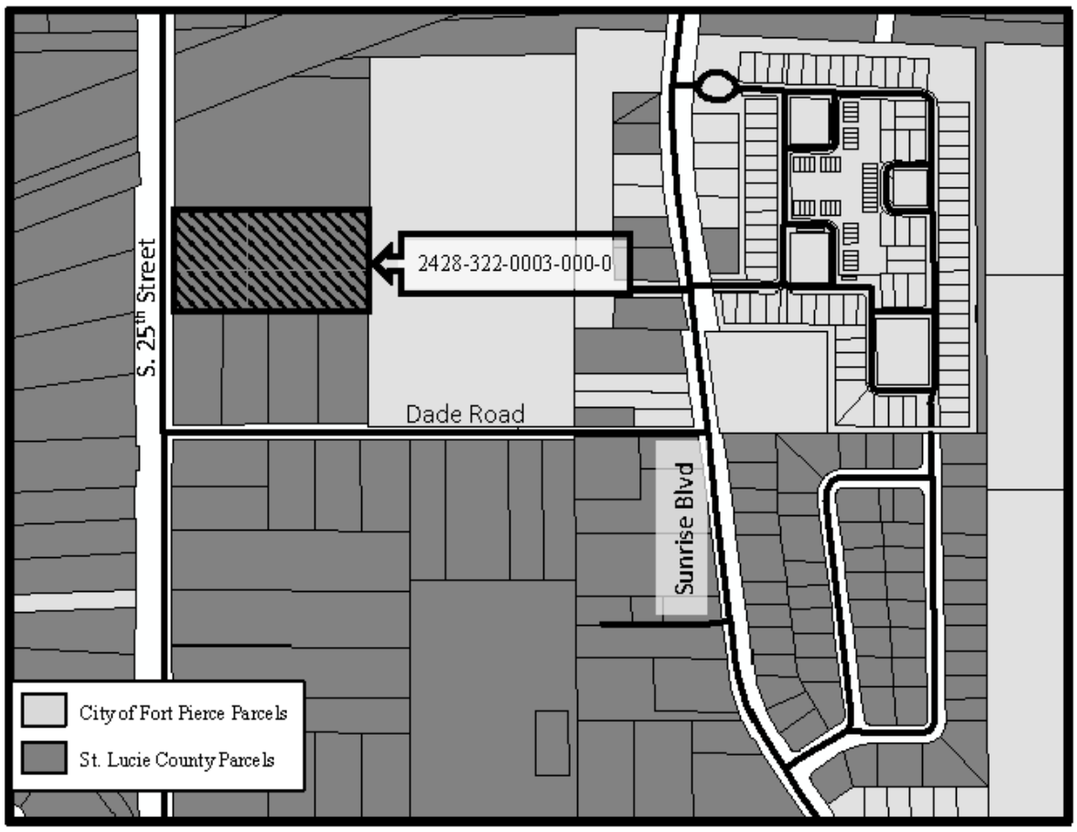
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

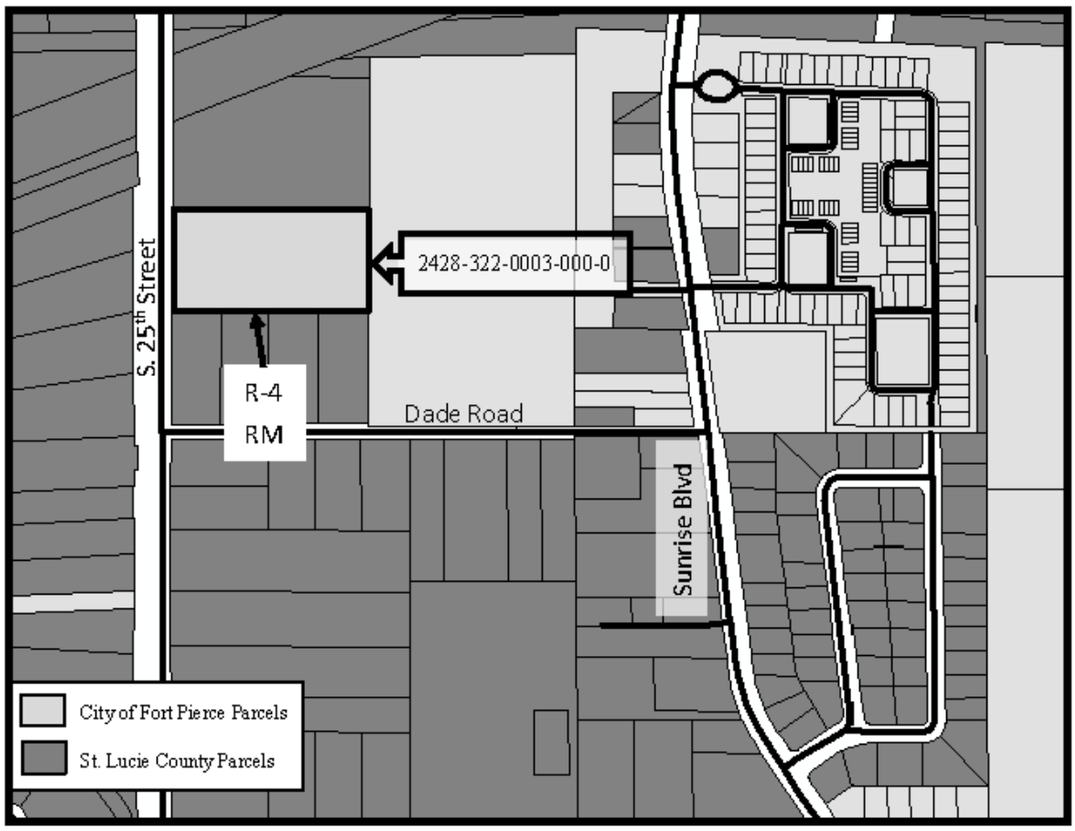
EXHIBIT A
Annexed Area & Legal Description



4.50 acres of Parcel 2: From the SW corner of the NW ¼ of the SW ¼ of Section 28, Township 35 South, Range 40 East, run North along Section line 367 feet; thence East 25 feet to the POB; thence continue East parallel with the South line of the NW ¼ of the SW ¼ 638.28 feet; thence North 162 feet; thence West 638.28 feet; thence South 162 feet to the POB.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Agricultural Residential (AR-1) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Medium Density Residential (R-4) and have a Future Land Use Designation of Medium Density Residential (RM).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4202180 OR BOOK 3882 PAGE 554, Recorded 06/17/2016 at 04:29 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX	**ANNEXATION AGREEMENT** **INDIVIDUAL**
This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2428-322-0003-000-0	
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3540 S. 25TH STREET, FORT PIERCE, FL 34981 Location Address 3540 S. 25TH STREET, FORT PIERCE, FL 34981 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

SEE THE ATTACHED LEGAL DESCRIPTION

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 31st day of ~~April~~ May, 2016.

Signed, sealed and delivered in our presence as witnesses:

Courtney A Mains
Witness Signature

Courtney A Mains
Printed Witness Signature

Leah Hubbard
Witness Signature

Leah Hubbard
Printed Witness Signature

Ana Ruiz
Signature
Ana Ruiz, a single adult
Printed Signature
3540 S. 25TH STREET
Address
FORT PIERCE, FL 34981
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ana Ruiz, in whose name the foregoing instrument was executed, and that who severally acknowledged executing the same freely and voluntarily, and that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 31st day of ~~April~~ May A.D. 2016.
LEAH M. HUBBARD MY COMMISSION # FF962899 EXPIRES May 10, 2020 (407) 398-0153 FloridaNotaryService.com	Leah M. Hubbard Notary Signature Leah M. Hubbard Notary Printed Signature

OR BOOK 3882 PAGE 555

PARCEL 2: From the SW corner of the NW 1/4 of the SW 1/4 of Section 28, Township 35 South, Range 40 East, run North along the Section line 367 feet; thence East 25 feet to the POB; thence continue East parallel with the South line of the NW 1/4 of the SW 1/4 638.28 feet; thence North 162 feet; thence West 638.28 feet; thence South 162 feet to the POB.

City Commission Regular Meeting **12. s.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3418 Sunrise Boulevard (2428-702-0042-000-1)

SUBJECT:

Legislative Hearing - Ordinance 19-063 extending the territorial limits of the City of Fort Pierce, Florida, to include 3418 Sunrise Boulevard in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $122,700 and the 2018 tax bill was $2,755.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:07 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:19 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Applications for Annexation of Four (4) Parcels**
2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:

Jorge R. Ortiz Jr.
2409 Elizabeth Avenue
Fort Pierce, FL 34982

Linda Broome
Justina Connelly
3418 Sunrise Boulevard
Fort Pierce, FL 34982

Iglesia Biblica de Fort Pierce Inc
5309 San Diego Avenue
Fort Pierce, FL 34946

Pamela J. Raab (TR)
4310 North Highway A1A, Apt 301
Fort Pierce, FL 34949

Requested Action: Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Future Land Use Designation of Residential Low Density (RL) and Zoning Designation of Single-Family Low Density (R-1) for each parcel.

Site Location: 2409 Elizabeth Avenue, 3418 Sunrise Boulevard, 3240 and 3306 South 25th Street, all in Fort Pierce, Florida.

Parcel ID's: 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0

Parcel Size: 0.38, 0.34, 4.75, and 0.72 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Religious Facility (RF) (1 Parcel) (St. Lucie County)
Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single-Family Low Density (R-1)

2409 Elizabeth Avenue

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RS-4 (SLC)	RF (SLC)	OS-1, PUD (SLC)

3418 Sunrise Boulevard

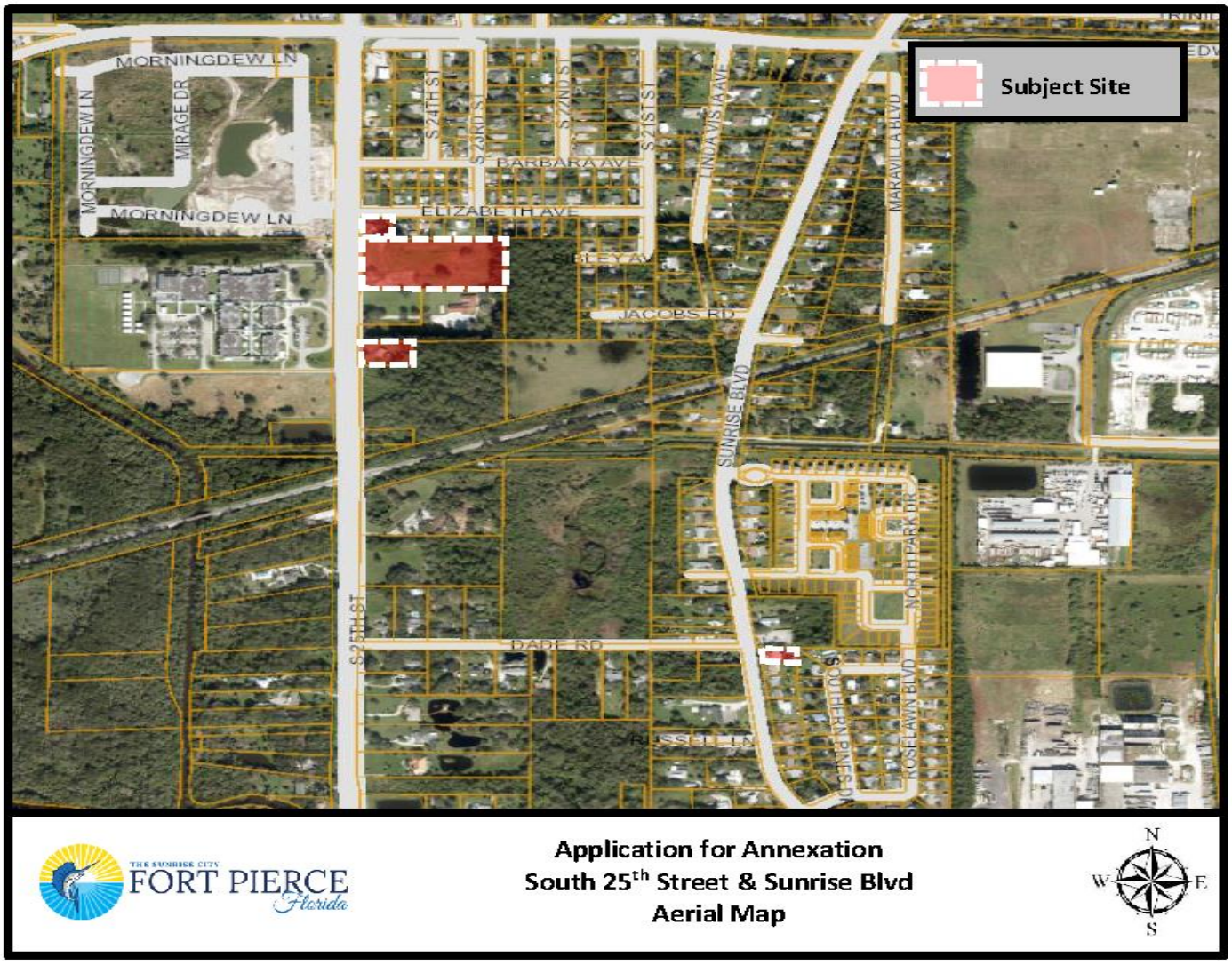
	North	East	South	West
Surrounding FLU:	INST	RU (SLC)	RU (SLC)	RM, RU (SLC)
Surrounding Zoning:	R-1	RS-4 (SLC)	RS-4 (SLC)	R-3, AR-1 (SLC)

3240 and 3306 South 25th Street

	North	East	South	West
Surrounding FLU:	RU (SLC)	RU (SLC)	RL, RU (SLC)	INST, RM (SLC)
Surrounding Zoning:	RS-4 (SLC)	RM-5 (SLC)	R-1, RS-4 (SLC)	OS-1

Staff Analysis

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) generally located on the southeast corner of South 25th Street and Elizabeth Avenue, the southeast corner of Dade Road and Sunrise Boulevard, and 130 feet from the southeast intersection of South 25th Street and Elizabeth Avenue in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for all of these parcels on South Jenkins Road includes Religious Facility (RF) (1 Parcel) with a Zoning classification of Single Family, 4 Dwelling Units/Acre (RS-4) (3 Parcels), and Residential Urban 5 Dwelling Units/Acre (RU). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for all parcels will be Low Density Residential (RL) and the Zoning classificatio for all parcels will be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties (2428-604-0037-000-2, 2428-702-0042-000-1, 2428-232-0001-000-0, and 2428-233-0002-000-0) are approximately $142,900, $122,700, $0 (this is the site of a church), and $54,780, respectively. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed nine (9) annexations along with the Future Land Use and Zoning designations of RL and R-1, respectively for each of the parcels.

ORDINANCE NO. 19-063

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3418 SUNRISE BOULEVARD 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-702-0042-000-1

LOT 1, BLOCK 3, SUNRISE HOMESITES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE(S) 14 OF THE PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.34 acres, more or less, and being generally located at 3418 Sunrise Boulevard in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-063 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

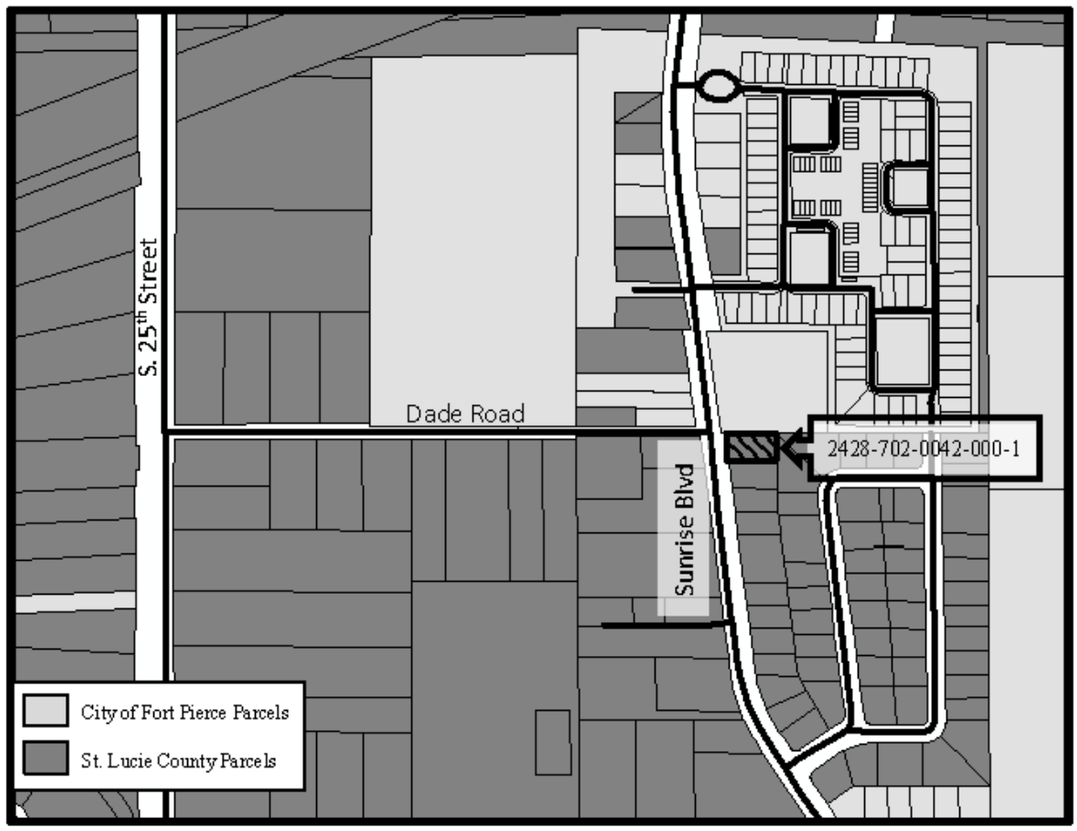
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

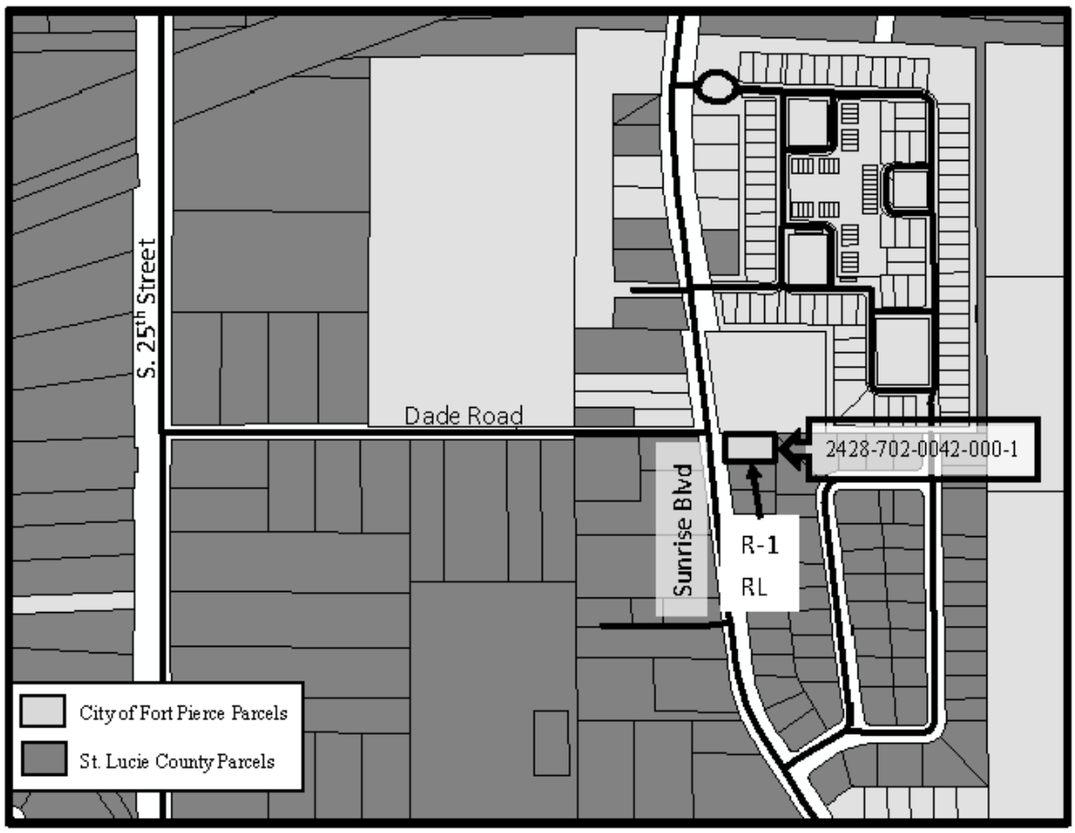
EXHIBIT A
Annexed Area & Legal Description



LOT 1, BLOCK 3, SUNRISE HOMESITES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE(S) 14 OF THE PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Single Family, 4 Dwelling Units/Acre (RS-4) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4342828 OR BOOK 4033 PAGE 1513, Recorded 08/21/2017 03:13:09 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2428-702-0042-000/1	**ANNEXATION AGREEMENT** **INDIVIDUAL** **LINDA BROOME** **JUSTINA CONNELLY** **3418 SUNRISE BLVD.** **FORT PIERCE, FLORIDA 34947**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3418 SUNRISE BLVD., FT PIERCE, FLORIDA 34947 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOT 1, BLOCK 3, SUNRISE HOMESITES, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE(S) 14 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 18 day of August, 2017.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Brian Hargrave
Printed Witness Signature

Witness Signature
Fred Davis
Printed Witness Signature

Linda Broome
Linda Broome, a single woman
Linda Broome
Printed Signature

3418 Sunrise Blvd, Ft. Pierce, Florida 34947
Address

Justina Connelly
Justina Connelly, a single woman
Justina Connelly
3418 Sunrise Blvd, Ft. Pierce, Florida 34947
Address

STATE OF Florida
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, **Linda Broome**, in whose name the foregoing instrument was executed, and that who severally acknowledged executing the same freely and voluntarily, and that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL DANELLE M WESEMAN MY COMMISSION # FF961459 EXPIRES February 16, 2020 (407) 398-0153 FloridaNotaryService.com	Witness my hand and official Seal in the County and State last aforesaid this 18th day of August A.D. 2017. Danelle M Weseman Notary Signature Danelle M Weseman Notary Printed Signature

STATE OF Florida
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Justina Connelly**, in whose name the foregoing instrument was executed, and that who severally acknowledged executing the same freely and volutarily, and that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL DANELLE M WESEMAN MY COMMISSION # FF961459 EXPIRES February 16, 2020 (407) 398-0153 FloridaNotaryService.com	Witness my hand and official Seal in the County and State last aforesaid this 18th day of August A.D. 2017. Danelle M Weseman Notary Signature Danelle M Weseman Notary Printed Signature

City Commission Regular Meeting **12. t.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3335 Sunrise Boulevard (2428-601-0264-000-3)

SUBJECT:

Legislative Hearing - Ordinance 19-064 extending the territorial limits of the City of Fort Pierce, Florida, to include 3335 Sunrise Boulevard in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation of a parcel of land along with Future Land Use Designation of Medium Density Residential (RM) and the Zoning designation of Medium Density Residential (R-4).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $137,610 and the 2018 tax bill was $3,232.18.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:08 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:22 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Three (3) Parcels** **3335 Sunrise Boulevard, 3366 and 3540 South 25th Street**
HEARING DATES:	November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owners:	Francisco Godinez 2407 Blossom Court Fort Pierce, FL 34982-5603 Storybrooke Preschool Academy LLC 2246 Ridgewood Circle Royal Palm Beach, FL 33411 Ana Ruiz 3540 South 25th Street Fort Pierce, FL 34981
Requested Action:	Approval of Voluntary Applications for Annexation of three (3) parcels of land along with the Future Land Use Designation of Medium Density Residential (RM) and the Zoning Designation of Medium Density Residential (R-4), for each parcel.
Site Location:	3335 Sunrise Boulevard, 3366 and 3540 South 25th Street, all in Fort Pierce, Florida.
Parcel ID's:	2428-601-0264-000-3, 2428-322-0002-000-3, and 2428-322-0003-000-0
Parcel Size:	0.46, 5.43, and 4.50 acres
Current Future Land Use:	Residential Urban 5 Dwelling Units/Acre (RU) (2 Parcels) (St. Lucie County) Medium Density Residential (RM) (1 Parcel) (St. Lucie County)
Current Zoning:	Residential Multi-Family 9 Dwelling Units/Acre (RM-9) (1 Parcel) Agricultural Residential/ Institutional (AR-1/I) (1 Parcel/Split Zoning) Agricultural Residential (AR-1) (1 Parcel) (St. Lucie County)
Proposed Future Land Use:	Medium Density Residential (RM)
Proposed Zoning:	Medium Density Residential (R-4)

3335 Sunrise Boulevard

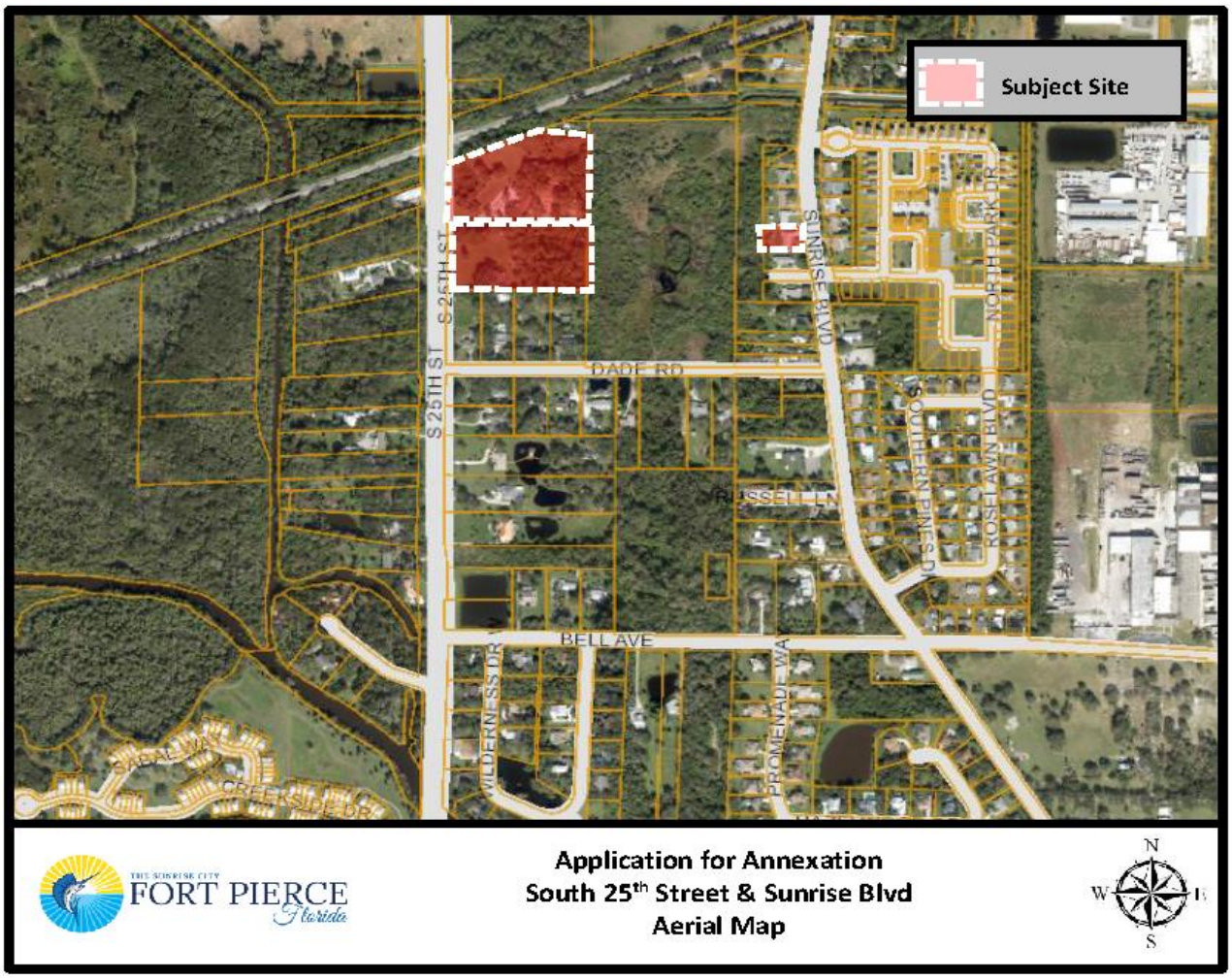
	North	East	South	West
Surrounding FLU:	RM	RM, RM (SLC)	RM (SLC)	RM
Surrounding Zoning:	R-4	R-3, RM-9 (SLC)	RM-9 (SLC)	R-4

3366 and 3540 South 25th Street

	North	East	South	West
Surrounding FLU:	ROW, RU (SLC)	RM	RU (SLC)	RS (SLC)
Surrounding Zoning:	AR-1 & I & ROW (SLC)	R-4	AR-1 (SLC)	RE-2 & AR-1 & ROW (SLC)

Staff Analysis

This is a request for a voluntary annexation of three (3) properties (Parcel ID's 2428-601-0264-000-3, 2428-322-0002-000-3, and 2428-322-0003-000-0) generally located on the east side of South 25th Street, between Elizabeth Avenue and Dade Road and 120 feet from the northwest corner of Sharon Terrace and Sunrise Boulevard in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Urban 5 Dwelling Units/Acre (RU) (2 Parcels) and Medium Density Residential (RM) (1 Parcel) with a compatible St. Lucie County Zoning of Residential Multi-Family 9 Dwelling Units/Acre (RM-9) (1 Parcel), Agricultural Residential/ Institutional (1 Parcel/Split Zoning), (AR-1/I) Agricultural Residential (AR-1,) (1 Parcel).. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use Designation of all parcels will be Medium Density Residential (RM) and the proposed Zoning designation for all parcels will be Medium Density Residential (R-4).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $137,610, $0 (this property is the site of the Storybrooke Preschool Academy), and $76,702. If the Applications for Annexation are approved, it would create three (3) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RM and Zoning classification of R-4 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed three (3) annexations along with the Future Land Use and Zoning designations of RM and R-4, respectively for each of the parcels.

ORDINANCE NO. 19-064

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3335 SUNRISE BOULEVARD 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-601-0264-000-3

From the Northwest (NW) corner of Lot 1, Block "F" MARAVILLA HEIGHTS, according to the Plat thereof as recorded in Plat Book 5, at page 1, of the Public Records of St. Lucie County, Florida, run South 87°54'40" East along the North line of said Lot 1, 130 feet; thence run South 0°17'43" West parallel with the West line of said Block "F" a distance of 600 feet to the Point of Beginning; thence continue South 0°17'43" West 100 feet; then run South 89°42'17" East to the West right-of-way of Sunrise Boulevard; thence run Northerly along said right-of-way to a point that is 100 feet due North of the South line of this parcel; thence run North 89°42'17" West to the point of beginning.

Said property containing 0.46 acres, more or less, and being generally located at 3335 Sunrise Boulevard in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Medium Density Residential (R-4), and assigned a Future Land Use Designation of Medium Density Residential (RM), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-064 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

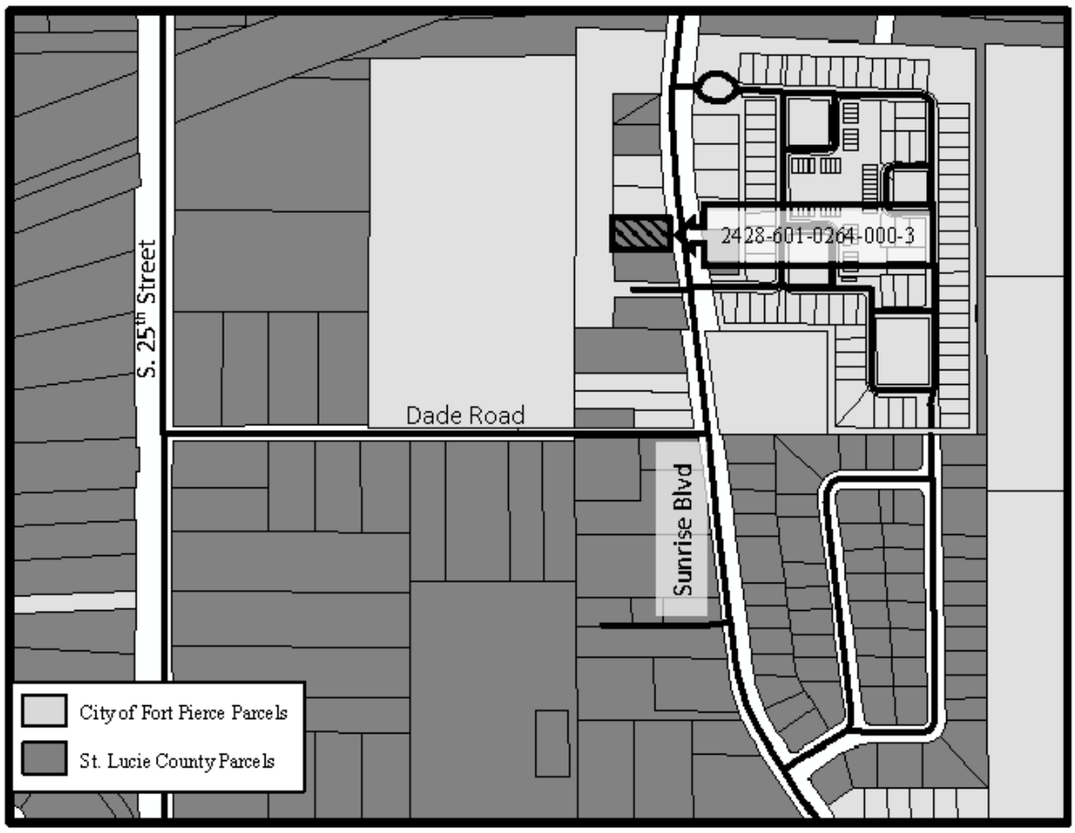
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

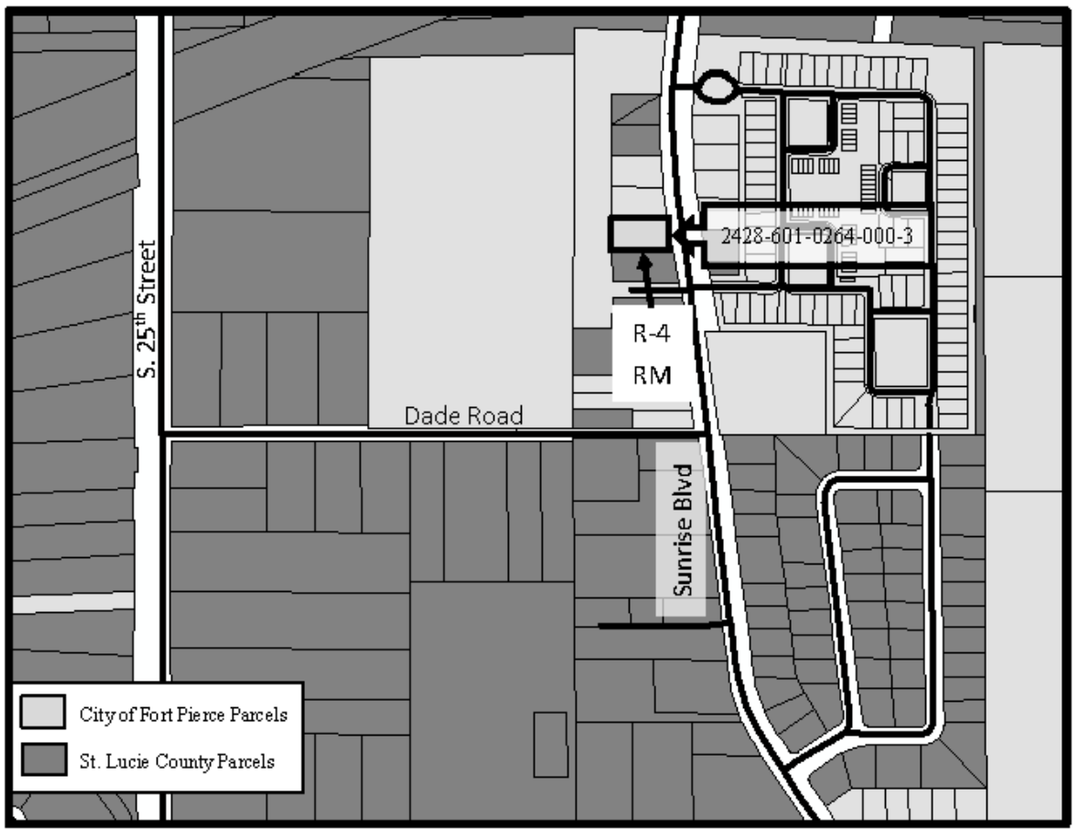
EXHIBIT A
Annexed Area & Legal Description



From the Northwest (NW) corner of Lot 1, Block "F" MARAVILLA HEIGHTS, according to the Plat thereof as recorded in Plat Book 5, at page 1, of the Public Records of St. Lucie County, Florida, run South 87°54'40" East along the North line of said Lot 1, 130 feet; thence run South 0°17'43" West parallel with the West line of said Block "F" a distance of 600 feet to the Point of Beginning; thence continue South 0°17'43" West 100 feet; then run South 89°42'17" East to the West right-of-way of Sunrise Boulevard; thence run Northerly along said right-of-way to a point that is 100 feet due North of the South line of this parcel; thence run North 89°42'17" West to the point of beginning.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Residential Multi-Family 9 Dwelling Units/Acre (RM-9) with a Future Land Use of Medium Density Residential (RM). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Medium Density Residential (R-4) and have a Future Land Use Designation of Medium Density Residential (RM).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4121874 OR BOOK 3798 PAGE 1460, Recorded 10/15/2015 at 11:49 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2428-601-0264-000-3	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3335 SUNRISE BOULEVARD, FORT PIERCE, FLORIDA 34982 Location Address 801 S. OCEAN DRIVE, #1001, FORT PIERCE, FLORIDA 34949 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A", APPENDED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN .

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTORS. EACH OF THE SEVERAL GRANTORS RESIDE ELSEWHERE IN ST. LUCIE COUNTY, FLORIDA.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 15TH day of JUNE, 2015.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
ROSALIE LAVERTU
Printed Witness Signature

Witness Signature
AMY SHEVLIN
Printed Witness Signature

Rita B. Stikelether
Signature
Rita B. Stikelether
Printed Signature
801 S. Ocean Drive, #1001
Address
Fort Pierce, Florida 34949
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Rita B. Stikelether**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 15TH day of JUNE, A.D. 2015. Notary Signature ROSALIE LAVERTU Notary Printed Signature

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
STEPHEN COOPER
Printed Witness Signature

Witness Signature
ROSALIE LAVERTU
Printed Witness Signature

Karen Huck
Signature
Karen Huck
Printed Signature
13701 West Midway Road
Address
Fort Pierce, Florida 34945
City, State, Zip

OR BOOK 3798 PAGE 1461

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Karen Huck**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

ROSALIE LAVERTU
Commission # EE 218440
Expires July 22, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Witness my hand and official Seal in the County and State last aforesaid this 16TH day of JUNE, A.D. 2015.

Notary Signature

ROSALIE LAVERTU
Notary Printed Signature

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

ROSALIE LAVERTU
Printed Witness Signature

Witness Signature

AMY SHEVLIN
Printed Witness Signature

Signature
Kim Schelin N/K/A KIM BOLIN
Printed Signature
2110 West Boothe Drive
Address
Fort Pierce, Florida 34982
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Kim Schelin**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

ROSALIE LAVERTU
Commission # EE 218440
Expires July 22, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Witness my hand and official Seal in the County and State last aforesaid this 15TH day of JUNE, A.D. 2015.

Notary Signature

ROSALIE LAVERTU
Notary Printed Signature

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

ROSALIE LAVERTU
Printed Witness Signature

Witness Signature

AMY SHEVLIN
Printed Witness Signature

Signature
Margaret Ewan
Printed Signature
3500 Twin Lakes Terrace, #104
Address
Fort Pierce, Florida 34951
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Margaret Ewan**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

ROSALIE LAVERTU
Commission # EE 218440
Expires July 22, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Witness my hand and official Seal in the County and State last aforesaid this 15TH day of JUNE, A.D. 2015.

Notary Signature

ROSALIE LAVERTU
Notary Printed Signature

From the Northwest (NW) corner of Lot 1, Block "F" MARAVILLA HEIGHTS, according to the Plat thereof as recorded in Plat Book 5, at page 1, of the Public Records of St. Lucie County, Florida, run South 87°54'40" East along the North line of said Lot 1, 130 feet; thence run South 0°17'43" West parallel with the West line of said Block "F" a distance of 600 feet to the Point of Beginning; thence continue South 0°17'43" West 100 feet; thence run South 89°42'17" East to the West right-of-way of Sunrise Boulevard; thence run Northerly along said right-of-way to a point that is 100 feet due North of the South line of this parcel; thence run North 89°42'17" West to the Point of Beginning. Parcel I.D. 2428-601-0264-000-3,

City Commission Regular Meeting **12. u.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 3601 West Wilderness Drive (2433-221-0005-040-2)

SUBJECT:

Legislative Hearing - Ordinance 19-065 extending the territorial limits of the City of Fort Pierce, Florida, to include 3601 West Wilderness Drive in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Residential Single Family Three Units Per Acre (E-3).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $50,248 and the 2018 tax bill was $1,426.47.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:08 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:25 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Annexation**
3601 West Wilderness Drive

HEARING DATES: November 18, 2019 & December 2, 2019

STAFF REPORT

Property Owner: Richard A. Cotton
3601 West wilderness Drive
Fort Pierce, FL 34982

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of Residential Single Family Three Units Per Acre (E-3), and a Future Land Use Designation of Low Density Residential (RL).

Site Location: 3601 West wilderness Drive, Fort Pierce, Florida.

Parcel ID: 2433-221-0005-040-2

Parcel Size: 0.50 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Residential Single Family 3 Dwelling Units/Acre (RS-3) (St. Lucie County)

Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Residential Single Family Three Units Per Acre (E-3)

	North	East	South	West
Surrounding FLU:	RU (SLC)	RL	RL	CPUB & RS (SLC)
Surrounding Zoning:	AR-1 (SLC)	E-3	E-3	AR-1 & CPUB (SLC)

Staff Analysis

This is a request for a voluntary annexation of property (Parcel ID 2433-221-0005-040-2) located at 3601 West wilderness Drive in Fort Pierce, Florida.



The subject site has a current St. Lucie County Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU) with a compatible Zoning classification of St. Lucie County Zoning Residential Single Family 3 Dwelling Units/Acre (RS-4) for 3601 West Wilderness Drive. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation will be Low Density Residential (RL) and the Zoning classification will be Residential Single Family Three Units Per Acre (E-3).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the property is approximately $50,248. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-3 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the request, as presented.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed annexation along with the Future Land Use and Zoning designations of RL and R-3, respectively for each of the parcels.

ORDINANCE NO. 19-065

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3601 WEST WILDERNESS DRIVE 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2433-221-0005-040-2

Lot 1, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows:

Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run 89°34'46" East, parallel to the North line of said Section 33, a distance of 124.40 feet, to the Point of Curvature of a radially tangent curve; thence Easterly and Southerly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a delta of 92°02'01" and arc distance of 40.16 feet, thence tangent to said curve South 02°27'15" West, parallel to the West line said Section 33, a distance of 119.10 feet, thence North 89°34'46" West, a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet, to the Point of Beginning.

Said property containing 0.50 acres, more or less, and being generally located at 3601 West Wilderness Drive in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Residential Single Family Three Units Per Acre (E-3), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-065 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

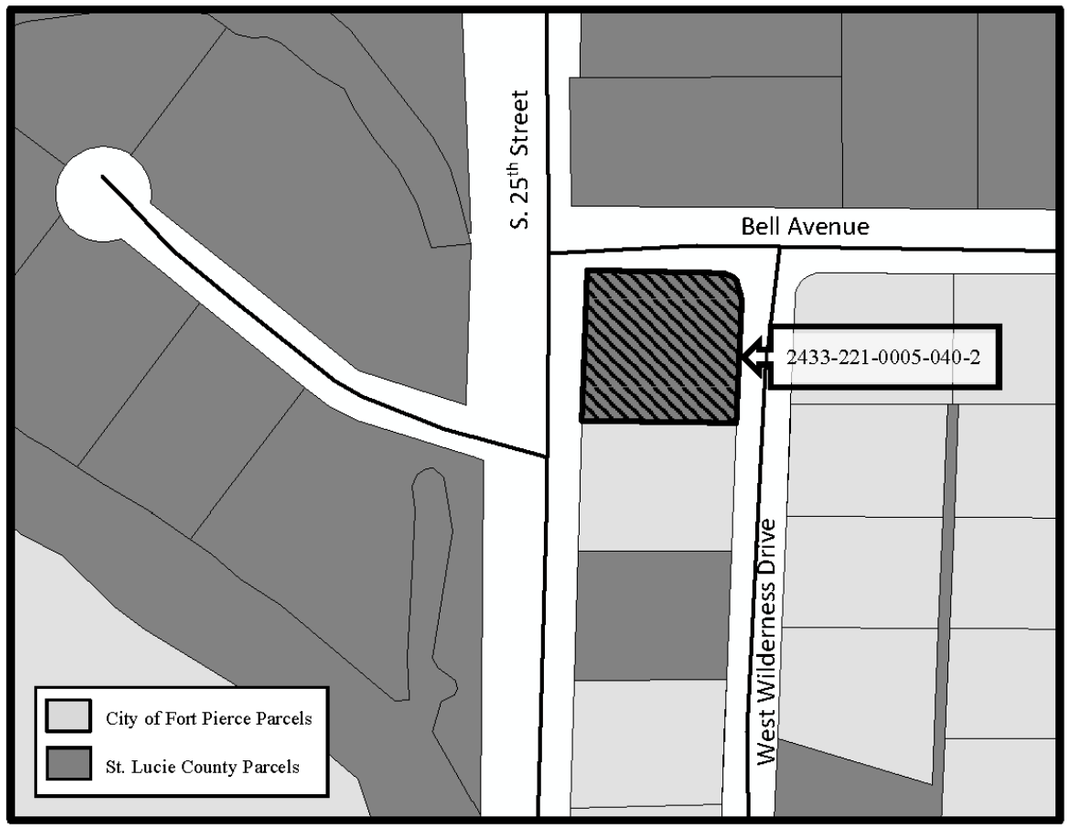
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description

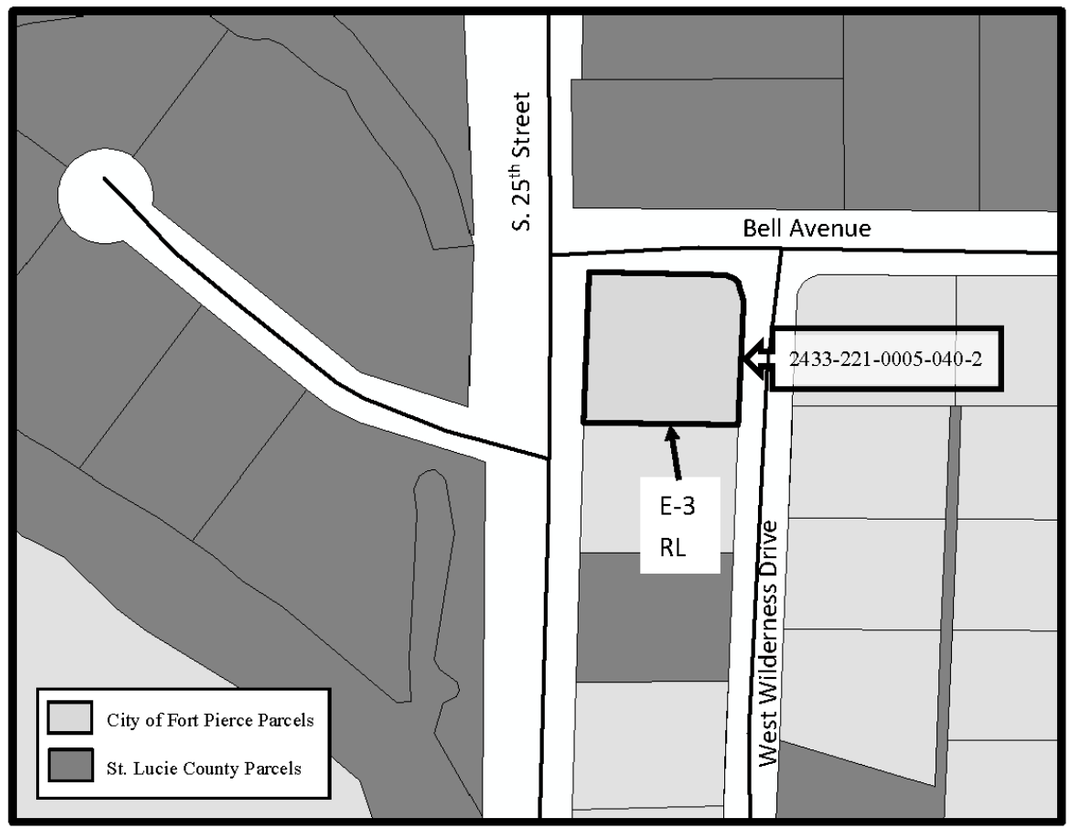


Lot 1, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows:

Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run 89°34'46" East, parallel to the North line of said Section 33, a distance of 124.40 feet, to the Point of Curvature of a radially tangent curve; thence Easterly and Southerly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a delta of 92°02'01" and arc distance of 40.16 feet, thence tangent to said curve South 02°27'15" West, parallel to the West line said Section 33, a distance of 119.10 feet, thence North 89°34'46" West, a distance of 150.30 feet; thence North 02°27'15" East, a distance of 145.00 feet, to the Point of Beginning.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Residential Single Family 3 Dwelling Units/Acre (RS-3) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family Three Units Per Acre (E-3) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4507300 OR BOOK 4209 PAGE 626, Recorded 12/04/2018 02:14:53 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2433-221-0005-040-2	**ANNEXATION AGREEMENT** **INDIVIDUAL** RONALD M. DILLON, AN UN-REMARRIED WIDOWER 3601 W. WILDERNESS DRIVE FORT PIERCE, FLORIDA 34982
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3601 W. WILDERNESS DRIVE, FT. PIERCE, FLORIDA 34982 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 14 day of Sept, 2018.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature

Rachel Rayan
Printed Witness Signature

Tanya Rios
Witness Signature

Tanya Rios
Printed Witness Signature

Ronald M Dillon
Signature-Ronald M. Dillon, an un-remarried widower

Printed Signature

3601 W. Wilderness Drive, Ft. Pierce, Florida 34982
Address

STATE OF Florida.
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ronald M. Dillon, in whose names the foregoing instrument was executed, and that he severally acknowledged executing the same freely and voluntarily, and that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

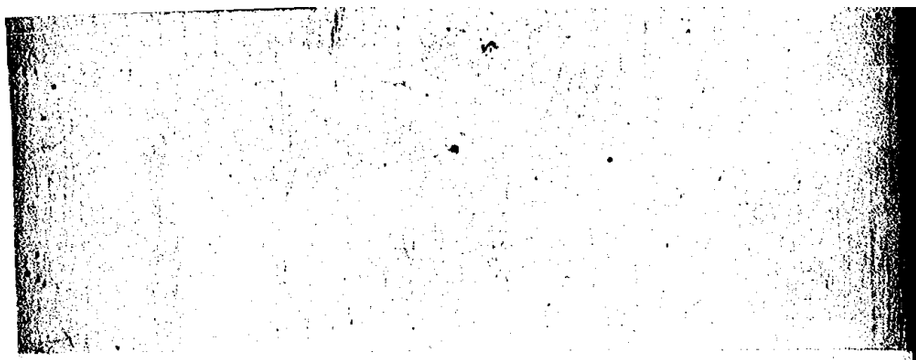
RUBBER STAMP NOTARY SEAL

Notary Public State of Florida
Tanya Rios
My Commission GG 158853
Expires 11/08/2021

Witness my hand and official Seal in the County and State last aforesaid this 14th day of Sept A.D. 2018.

T Rios
Notary Signature

Tanya Rios
Notary Printed Signature



OR BOOK [illegible]

File No. 00-010-402835
Title Order No. 00402835

OR BOOK 1390 Page 2640

EXHIBIT ONE

Lot 1, Block 1, Raintree Forest, an unrecorded plat more particularly described as follows:

Beginning at a point that is 30 feet South of and 75 feet East of the Northwest corner of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run South 89° 34' 46" East, parallel to the North line of said Section 33, a distance of 124.40 feet, to the Point of Curvature of a radially tangent curve; thence Easterly and Southerly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a delta of 92°02' 01" an arc distance of 40.16 feet; thence tangent to said curve South 02° 27' 15" West, parallel to the West line of said Section 33, a distance of 119.10 feet, thence North 89° 34' 46" West, a distance of 150.30 feet; thence North 02° 27' 15" East, a distance of 145. 00 feet, to the Point of Beginning.

City Commission Regular Meeting **12. v.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 1955 South Jenkins Road (2313-414-0001-000-5)

SUBJECT:

Legislative Hearing - Ordinance 19-066 extending the territorial limits of the City of Fort Pierce, Florida, to include 1955 South Jenkins Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Residential Single Family Two Units Per Acre (E-2).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $69,779 and the 2018 tax bill was $1,816.94.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:09 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:28 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Two (2) Parcels 1955 and 2295 South Jenkins Road**
HEARING DATES:	November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:	Gus Stoncius Barbara Stoncius Eric A Stoncius 1955 South Jenkins Road Fort Pierce, FL 34947 Juan Renteria Yolanda Renteria 2295 South Jenkins Road Fort Pierce, FL 34947
Requested Action:	Approval of Voluntary Applications for Annexation of two (2) parcels of land along with the Future Land Use Designation of Low Density Residential (RL) and the Zoning Designation of Residential Single Family Two Units Per Acre (E-2), for each parcel.
Site Location:	1955 and 2295 South Jenkins Road, all in Fort Pierce, Florida.
Parcel ID's:	2313-414-0001-000-5 and 2324-111-0003-000-3
Parcel Size:	5.21 and 4.45 acres
Current Future Land Use:	Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)
Current Zoning:	Residential Single Family 2 Dwelling Units/Acre (RS-2) (St. Lucie County)
Proposed Future Land Use:	Low Density Residential (RL)
Proposed Zoning:	Residential Single Family Two Units Per Acre (E-2)

1955 South Jenkins Road

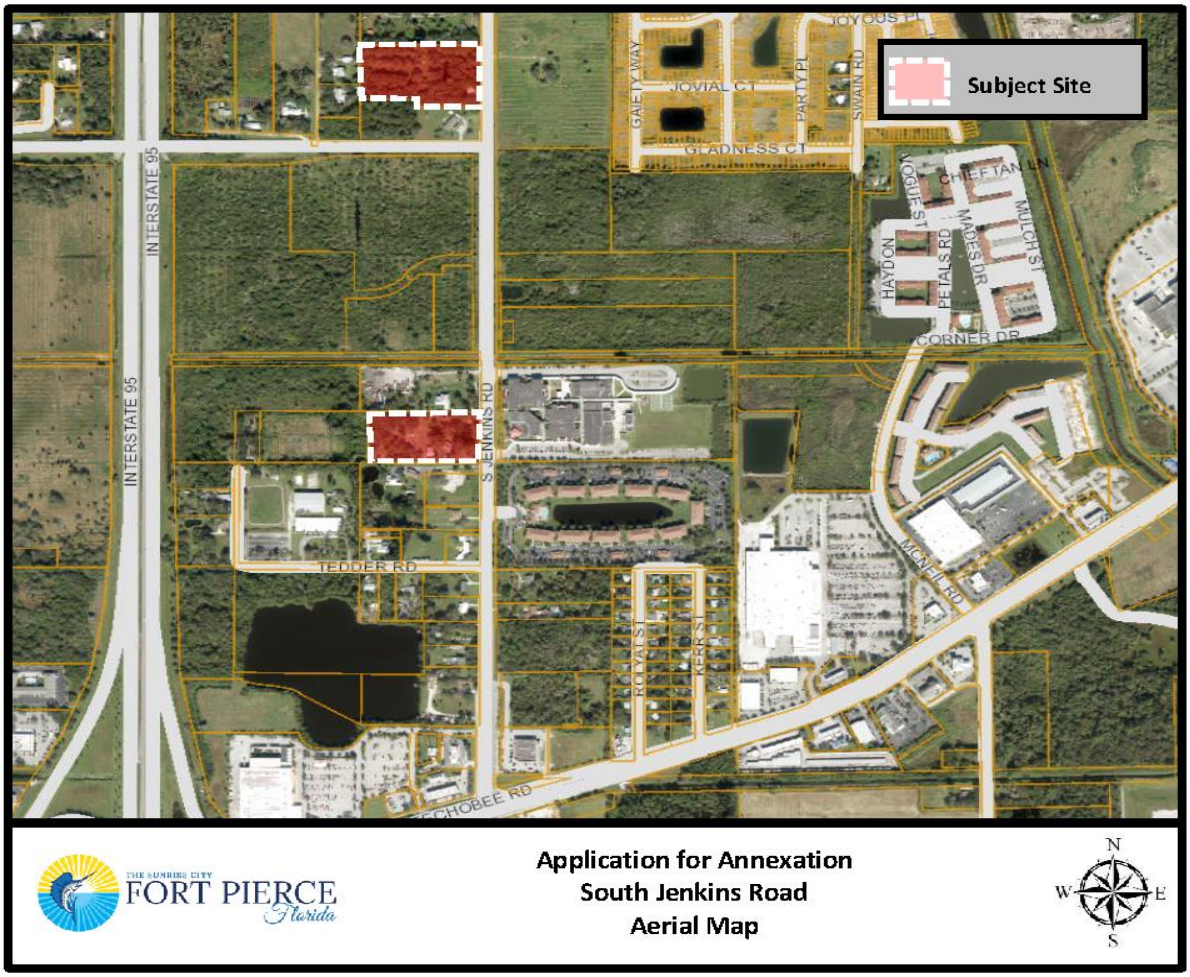
	North	East	South	West
Surrounding FLU:	RU (SLC)	RM	RL	RU (SLC)
Surrounding Zoning:	RS-2 (SLC)	R-4	C-1	RS-2 (SLC)

2295 South Jenkins Road

	North	East	South	West
Surrounding FLU:	RL	RH (SLC)	RL	RL
Surrounding Zoning:	AR-1	RM-11 (SLC)	E-2	R-1

Staff Analysis:

This is a request for a voluntary annexation of two (2) properties (Parcel ID's 2313-414-0001-000-5 and 2324-111-0003-000-3) generally located on the west side of South Jenkins Road, between Ceremony Drive and Tedder Road in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on South Jenkins Road is RS-2, Residential Single Family 2 Dwelling Units/Acre, with a St. Lucie County Future Land Use of RU, Residential Urban 5 Dwelling Units/Acre. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be Residential Single Family Two Units Per Acre (E-2), and Future Land Use Designations of Low Density Residential (RL) for each parcel.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the properties (2313-414-0001-000-5 and 2324-111-0003-000-3) is approximately $139,900 and $69,779, respectively. If the Applications for Annexation are approved, it would create two (2) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of E-2, Residential Single Family Two Units Per Acre, and Future Land Use Designations of RL, Low Density Residential would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Planning Board:

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed two (2) annexations along with the Zoning designations of E-2, Residential Single Family Two Units Per Acre, and Future Land Use Designations of RL, Low Density Residential for each of the parcels.

ORDINANCE NO. 19-066

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **1955 SOUTH JENKINS 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2313-414-0001-000-5

5.21-ACRES WHICH BEGINS AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, AND RUN NORTH OF THE WEST SIDE OF JENKINS ROAD 270 FEET FOR THE STARTING POINT OF THE LANDS HEREIN CONVEYED AND FROM SAID STARTING POINT CONTINUE NORTH OF THE WEST SIDE OF JENKINS ROAD 390 FEET; THENCE 660 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 340 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET, THENCE EAST 360 FEET MORE OR LESS TO SAID STARTING POINT, LESS THE EAST 40 FEET THEREOF, SAID LANDS LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Said property containing 5.21 acres, more or less, and being generally located at 1955 South Jenkins Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Residential Single Family Two Units Per Acre (E-2), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-066 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

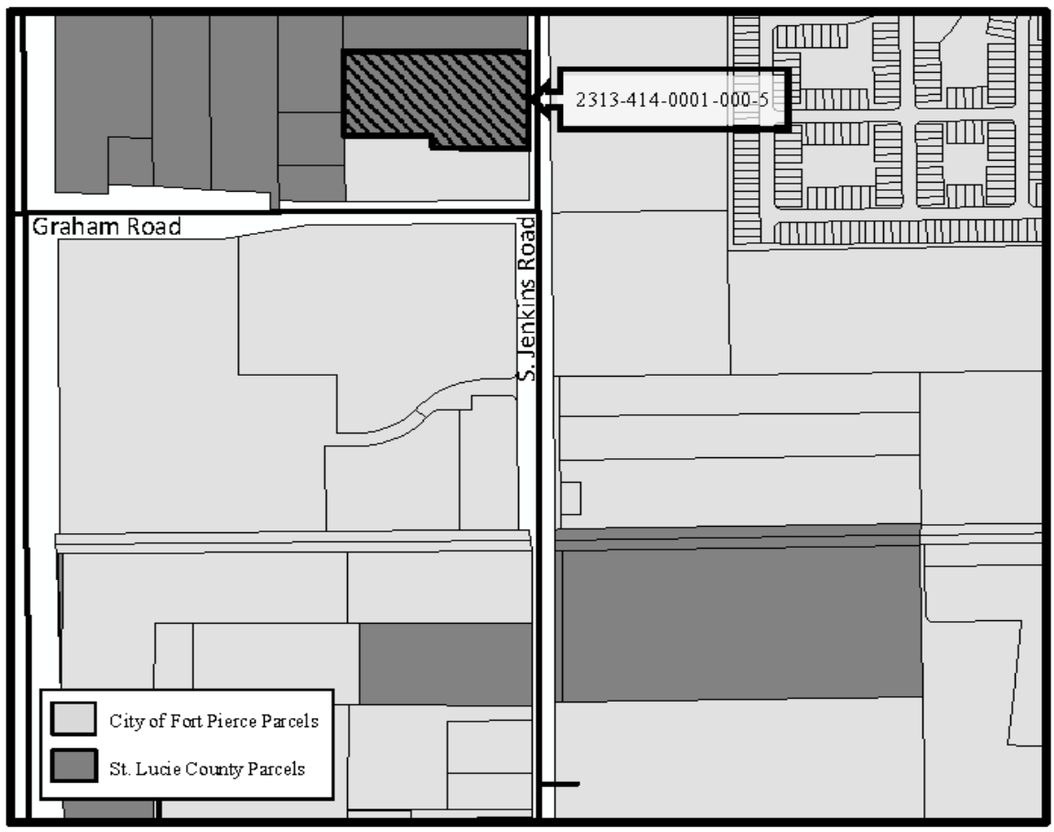
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

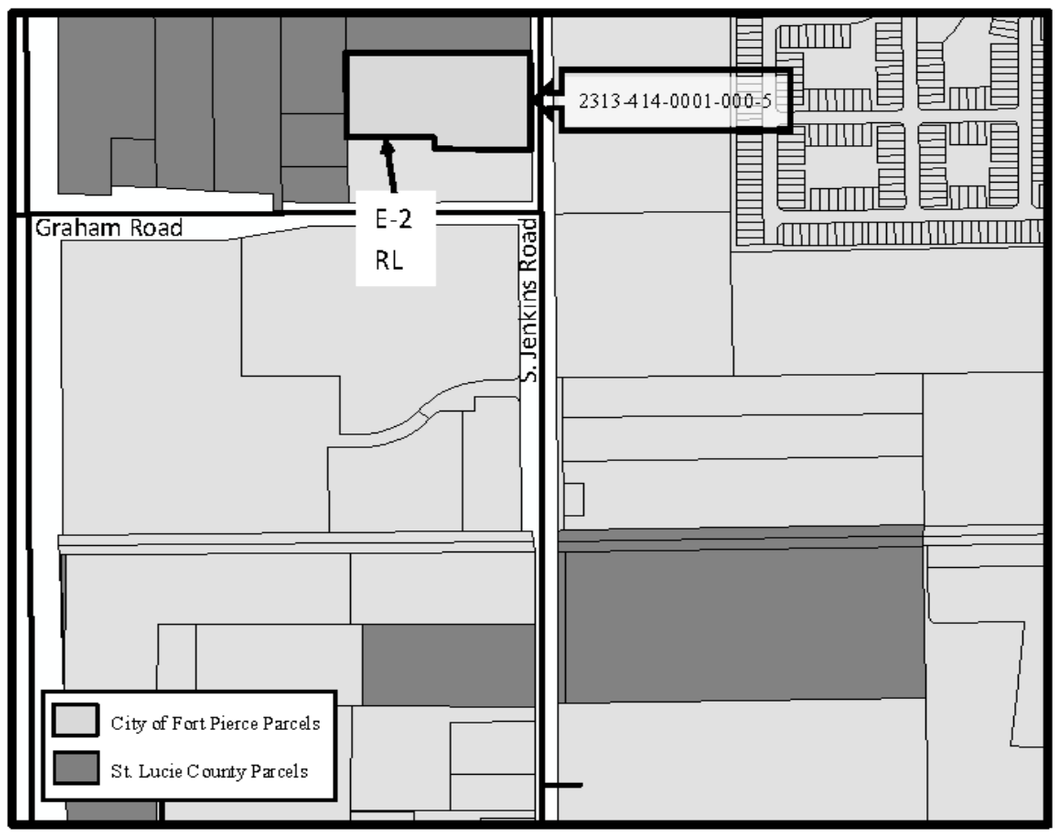
EXHIBIT A
Annexed Area & Legal Description



5.21-ACRES WHICH BEGINS AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, AND RUN NORTH OF THE WEST SIDE OF JENKINS ROAD 270 FEET FOR THE STARTING POINT OF THE LANDS HEREIN CONVEYED AND FROM SAID STARTING POINT CONTINUE NORTH OF THE WEST SIDE OF JENKINS ROAD 390 FEET; THENCE 660 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 340 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET, THENCE EAST 360 FEET MORE OR LESS TO SAID STARTING POINT, LESS THE EAST 40 FEET THEREOF, SAID LANDS LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Residential Single Family 2 Dwelling Units/Acre (RS-2) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family Two Units Per Acre (E-2) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C

Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3637685 OR BOOK 3331 PAGE 2483, Recorded 10/14/2011 at 09:51 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2313-414-0001-000-5	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	1955 S. JENKINS ROAD, FORT PIERCE, FL 34947 Location Address 1955 S. JENKINS ROAD, FORT PIERCE, FL 34947 Mailing Address (if different from location address)

Dear Sir:

The undersigned, GUS STONCIUS and BARBARA STONCIUS, his wife as to an undivided one-half interest, and ERIC A. STONCIUS, a married adult, as to an undivided one-half interest, as joint tenants with rights of survivorship, do hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

BEGINS AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, AND RUN NORTH ON THE WEST SIDE OF JENKINS ROAD 270 FEET FOR THE STARTING POINT OF THE LANDS HEREIN CONVEYED AND FROM SAID STARTING POINT CONTINUE NORTH OF THE WEST SIDE OF JENKINS ROAD 390 FEET; THENCE WEST 660 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 340 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET, THENCE EAST 360 FEET MORE OR LESS TO SAID STARTING POINT, LESS THE EAST 40 FEET THEREOF, SAID LANDS LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hand and seal this 19th day of September, 2011.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
NANCY BRINSON
Printed Witness Signature

Witness Signature
CAROL M. HEINTZ
Printed Witness Signature

x _____
Signature
Gus Stoncius
Printed Signature
1955 S. Jenkins Road
Address
Fort Pierce, FL 34947
City, State, Zip

Signature
Barbara Stoncius, his wife
Printed Signature
1955 S. Jenkins Road
Address
Fort Pierce, FL 34947
City, State, Zip

Witness Signature
NANCY BRINSON
Printed Witness Signature

Witness Signature
CAROL M. HEINTZ
Printed Witness Signature

Signature
Eric A. Stoncius
Printed Signature
1955 S. Jenkins Road
Address
Fort Pierce, FL 34947
City, State, Zip

Signature
April C. Stoncius, his wife
Printed Signature
1955 S. Jenkins Road
Address
Fort Pierce, FL 34947
City, State, Zip

OR BOOK 3331 PAGE 2484

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Gus Stoncius and Barbara Stoncius, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 19TH day of SEPTEMBER, A.D. 2011.
CAROL M. HEINTZ MY COMMISSION # DD989339 EXPIRES: June 23, 2014 Fl. Notary Discount Assoc. Co. 1-800-3-NOTARY	Carol M. Heintz Notary Signature CAROL M HEINTZ Notary Printed Signature

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Eric A. Stoncius and April C. Stoncius, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 19TH day of SEPTEMBER, A.D. 2011.
CAROL M. HEINTZ MY COMMISSION # DD989339 EXPIRES: June 23, 2014 Fl. Notary Discount Assoc. Co. 1-800-3-NOTARY	Carol M. Heintz Notary Signature Carol M. HEINTZ Notary Printed Signature

City Commission Regular Meeting **12. w.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2250 South Jenkins Road (2419-221-0001-000-8)

SUBJECT:

Legislative Hearing - Ordinance 19-067 extending the territorial limits of the City of Fort Pierce, Florida, to include 2250 South Jenkins Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of High Density Residential (RH) and a Zoning designation of High Density Residential (R-5).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $0 and the 2018 tax bill was $0.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:09 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:30 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Annexation**
2250 South Jenkins Road

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owner: School Board of St Lucie County
501 NW University Boulevard
Port St Lucie, FL 34986

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of High Density Residential (R-5), and a Future Land Use Designation of High Density Residential (RH).

Site Location: 2250 South Jenkins Road, Fort Pierce, Florida.

Parcel ID: 2419-221-0001-000-8

Parcel Size: 17.7 acres

Current Future Land Use: Residential Heavy (RH) (St. Lucie County)

Current Zoning: Residential Multi-Family 11 Dwelling Units/Acre (RM-11) (St. Lucie County)

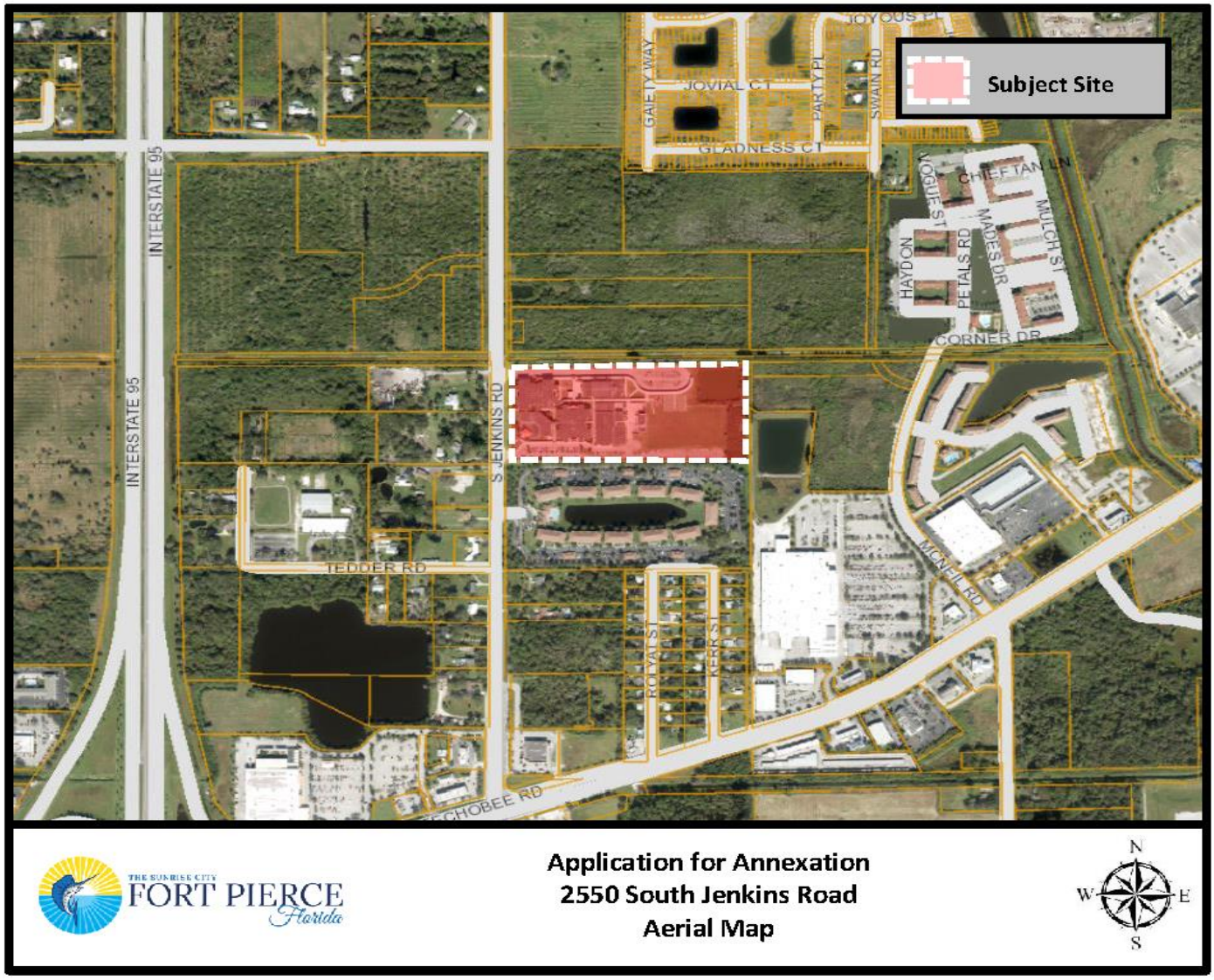
Proposed Future Land Use: High Density Residential (RH)

Proposed Zoning: High Density Residential (R-5)

	North	East	South	West
Surrounding FLU:	RM	GC	RH	RL & RU (SLC)
Surrounding Zoning:	R-4	C-3	R-5	AR-1 & RS-2 (SLC)

Staff Analysis

This is a request for a voluntary annexation of property (Parcel ID 2419-221-0001-000-8) located 2250 South Jenkins Road in Fort Pierce, Florida.



The current St. Lucie County Future Land Use is Residential Heavy (RH) and the St. Lucie County Zoning for 2250 South Jenkins Road is Residential Multi-Family 11 Dwelling Units/Acre (RM-11). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation will be High Density Residential (RH) and the Zoning designation will be High Density Residential (R-5).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the property is approximately $0.00 (the site is the Samuel S. Gaines Academy K-8 School). If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of High Density Residential (RH) and Zoning Designation of High Density Residential (R-5) is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the request, as presented.

Staff Recommendation

The request meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends that the City Commission APPROVE the proposed annexation application along with a Future Land Use designation of High Density Residential (RH) and Zoning designation of High Density Residential (R-5).

ORDINANCE NO. 19-067

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2250 SOUTH JENKINS 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2419-221-0001-000-8

A 17.70-acre parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

The north one half (1/2) of the NW one fourth (1/4) of the NW one fourth (1/4) of Section 19, Township 36 South, Range 40 East, St. Lucie County, Florida, lying South of the Southerly right-of-way line of the North St. Lucie River Water Management Canal N0. 37 (85.00' Right-of-Way) and lying Easterly of the East right-of-way line of Jenkins Road (80.00' Right-of-Way).

and

RUN N 89 01 26 E 25 FT,TH S 00 05 10 E 623.88 FT,TH S 88 50 40 W 25 FT,TH N 00 05 10 W 623.96 FT TO POB- (OR 767-2945)

Said property containing 17.70 acres, more or less, and being generally located at 2250 South Jenkins Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned High Density Residential (R-5), and assigned a Future Land Use Designation of High Density Residential (RH), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-067 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

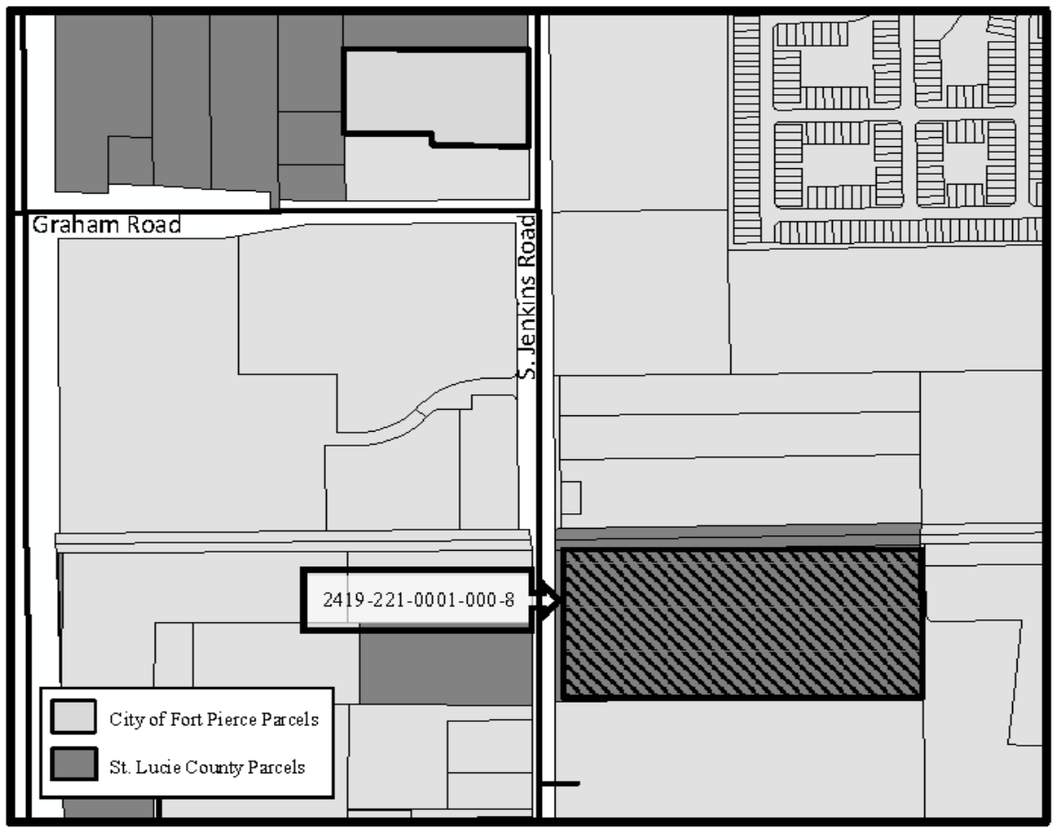
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



A 17.70-acre parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

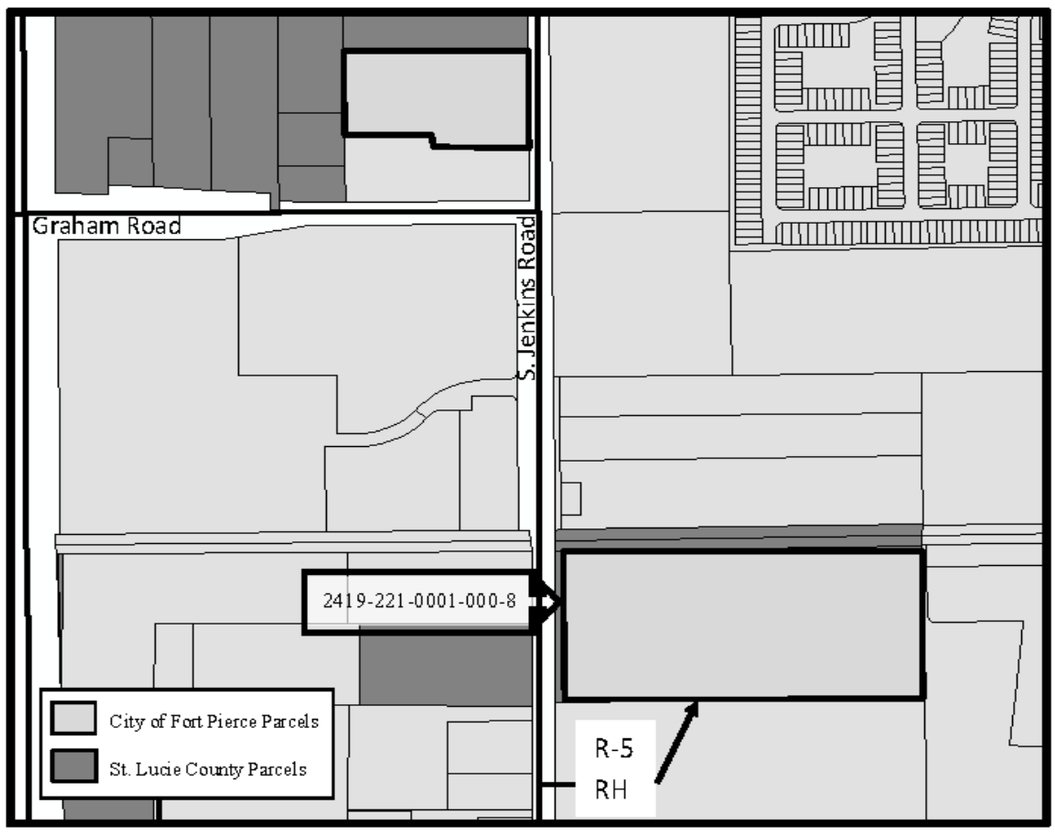
The north one half (1/2) of the NW one fourth (1/4) of the NW one fourth (1/4) of Section 19, Township 36 South, Range 40 East, St. Lucie County, Florida, lying South of the Southerly right-of-way line of the North St. Lucie River Water Management Canal N0. 37 (85.00' Right-of-Way) and lying Easterly of the East right-of-way line of Jenkins Road (80.00' Right-of-Way).

and

RUN N 89 01 26 E 25 FT,TH S 00 05 10 E 623.88 FT,TH S 88 50 40 W 25 FT,TH N 00 05 10 W 623.96 FT TO POB- (OR 767-2945)

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Residential Multi-Family 11 Dwelling Units/Acre (RM-11) with a Future Land Use of RH, Residential Heavy (RH). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of High Density Residential (R-5) and have a Future Land Use Designation of High Density Residential (RH).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

ANNEXATION AGREEMENT

This instrument prepared by:
Daniel B. Harrell
Gonano & Harrell
(Courhouse Box #34)
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950-5194
(772) 464-1032 Ext. 1010

Property Appraisers Parcel Identification (Folio) Number(s):
2419-221-0001-000-8

To: Water/Wastewater Engineering
Fort Pierce Utilities Authority
Post Office Box 3191
Fort Pierce, Florida 34948-3191

Location Address:
2250 South Jenkins Road
Fort Pierce, Florida 34947

Mailing Address (if different from location):
4204 Okeechobee Road
Fort Pierce, Florida 34947

The SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA (School Board"), does hereby apply to the Fort Pierce Utilities Authority for water and sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property:

See the Attached Exhibit A

The School Board agrees that in consideration of its request for water and sewer service to its property, that if its property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of the above-described property into the City of Fort Pierce, Florida. The School Board approves, for itself and its successors and assigns, the annexation of its property into the City of Fort Pierce, Florida, and consents thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. The School Board waives any and all objections to annexation of the property and agrees that this Agreement shall be construed to satisfy any requirement of law for consent to, or approval of, such annexation now or hereafter required.

The School Board further confirms that this Agreement shall be binding upon its successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, the School Board has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized this 10th day of April, 2007.

ATTEST:

Michael J. Lannon, Superintendent
and Ex Officio Secretary

SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

By: _____
John J. Carvelli, Chair

Approved as to form and correctness:

Daniel B. Harrell
Attorney for the School Board of St. Lucie County, Florida

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 10th day of April, 2007, by John J. Carvelli, as Chair of the School Board of St. Lucie County, Florida. He ☒ is personally known to me, or ☐ has produced _____ as identification and ☐ did ☒ did not take an oath.

[Notary Seal]

DANIEL B. HARRELL
Commission DD 645307
Expires February 28, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public-State of Florida
Print Name: DANIEL B HARRELL
My commission expires Feb. 28, 2011

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(Parcel ID No. 2419-221-0001-000-8)

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

The North one half (1/2) of the NW one fourth (1/4) of the NW one fourth (1/4) of Section 19, Township 36 South, Range 40 East, St. Lucie County, Florida, lying South of the Southerly right-of-way line of the North St. Lucie River Water Management District Canal No. 37 (85.00'Right-of-Way) and lying Easterly of the East right-of-way line of Jenkins Road (80.00' Right-of-Way).

City Commission Regular Meeting **12. x.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2295 South Jenkins Road (2324-111-0003-000-3)

SUBJECT:

Legislative Hearing - Ordinance 19-068 extending the territorial limits of the City of Fort Pierce, Florida, to include 2295 South Jenkins Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use designation of Low Density Residential (RL) and a Zoning designation of Residential Single Family Two Units Per Acre (E-2).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $139,900 and the 2018 tax bill was $3,151.89.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:10 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:33 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	**Applications for Annexation of Two (2) Parcels 1955 and 2295 South Jenkins Road**
HEARING DATES:	November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owners:	Gus Stoncius Barbara Stoncius Eric A Stoncius 1955 South Jenkins Road Fort Pierce, FL 34947 Juan Renteria Yolanda Renteria 2295 South Jenkins Road Fort Pierce, FL 34947
Requested Action:	Approval of Voluntary Applications for Annexation of two (2) parcels of land along with the Future Land Use Designation of Low Density Residential (RL) and the Zoning Designation of Residential Single Family Two Units Per Acre (E-2), for each parcel.
Site Location:	1955 and 2295 South Jenkins Road, all in Fort Pierce, Florida.
Parcel ID's:	2313-414-0001-000-5 and 2324-111-0003-000-3
Parcel Size:	5.21 and 4.45 acres
Current Future Land Use:	Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)
Current Zoning:	Residential Single Family 2 Dwelling Units/Acre (RS-2) (St. Lucie County)
Proposed Future Land Use:	Low Density Residential (RL)
Proposed Zoning:	Residential Single Family Two Units Per Acre (E-2)

1955 South Jenkins Road

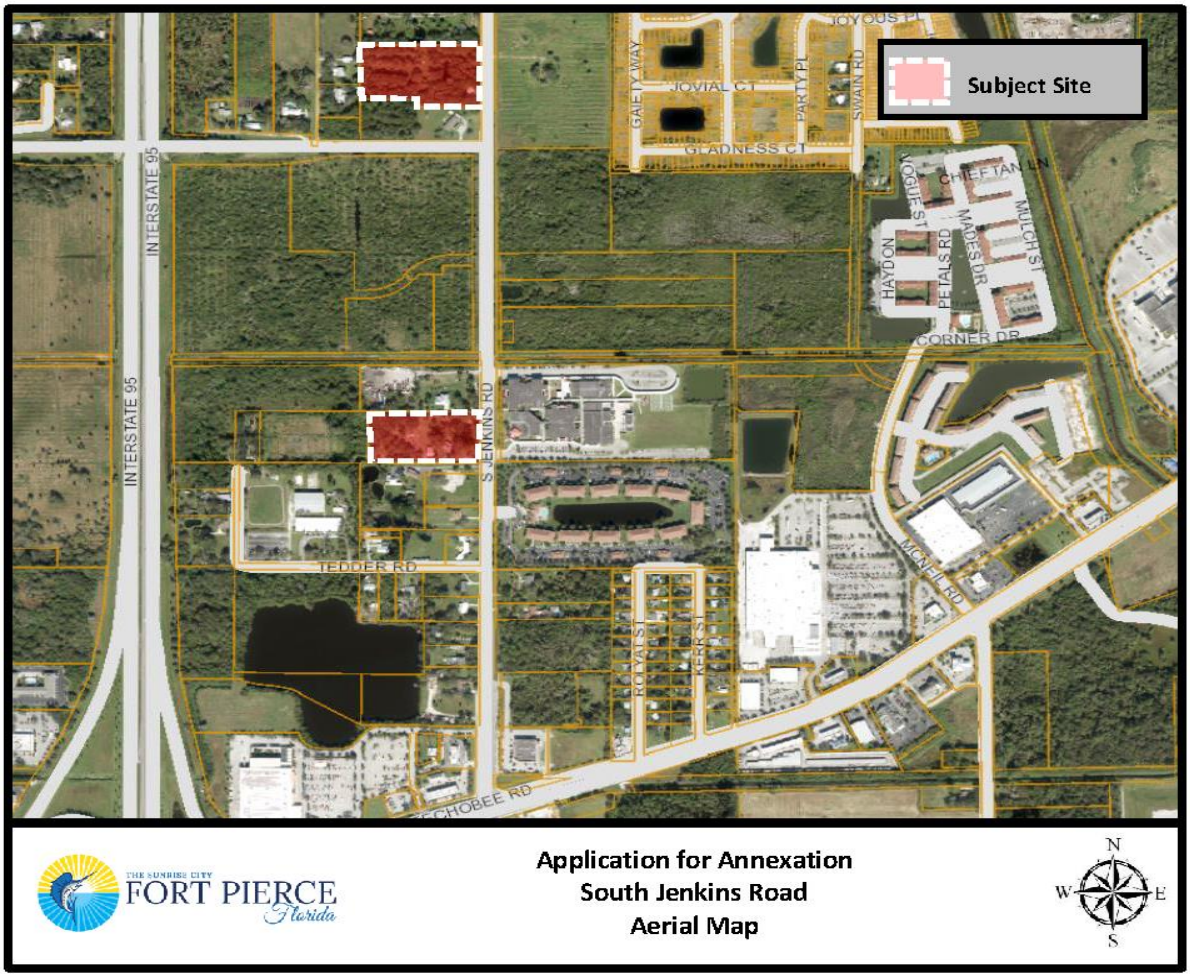
	North	East	South	West
Surrounding FLU:	RU (SLC)	RM	RL	RU (SLC)
Surrounding Zoning:	RS-2 (SLC)	R-4	C-1	RS-2 (SLC)

2295 South Jenkins Road

	North	East	South	West
Surrounding FLU:	RL	RH (SLC)	RL	RL
Surrounding Zoning:	AR-1	RM-11 (SLC)	E-2	R-1

Staff Analysis:

This is a request for a voluntary annexation of two (2) properties (Parcel ID's 2313-414-0001-000-5 and 2324-111-0003-000-3) generally located on the west side of South Jenkins Road, between Ceremony Drive and Tedder Road in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on South Jenkins Road is RS-2, Residential Single Family 2 Dwelling Units/Acre, with a St. Lucie County Future Land Use of RU, Residential Urban 5 Dwelling Units/Acre. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be Residential Single Family Two Units Per Acre (E-2), and Future Land Use Designations of Low Density Residential (RL) for each parcel.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the properties (2313-414-0001-000-5 and 2324-111-0003-000-3) is approximately $139,900 and $69,779, respectively. If the Applications for Annexation are approved, it would create two (2) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of E-2, Residential Single Family Two Units Per Acre, and Future Land Use Designations of RL, Low Density Residential would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Planning Board:

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the requests, as presented.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed two (2) annexations along with the Zoning designations of E-2, Residential Single Family Two Units Per Acre, and Future Land Use Designations of RL, Low Density Residential for each of the parcels.

ORDINANCE NO. 19-068

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2295 SOUTH JENKINS 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2324-111-0003-000-3

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS THE WEST 40 FEET THEREOF, AND LESS ROAD RIGHT-OF-WAY JENKINS ROAD, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 4.45 acres, more or less, and being generally located at 2295 South Jenkins Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Residential Single Family Two Units Per Acre (E-2), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney

City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-068 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019, and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

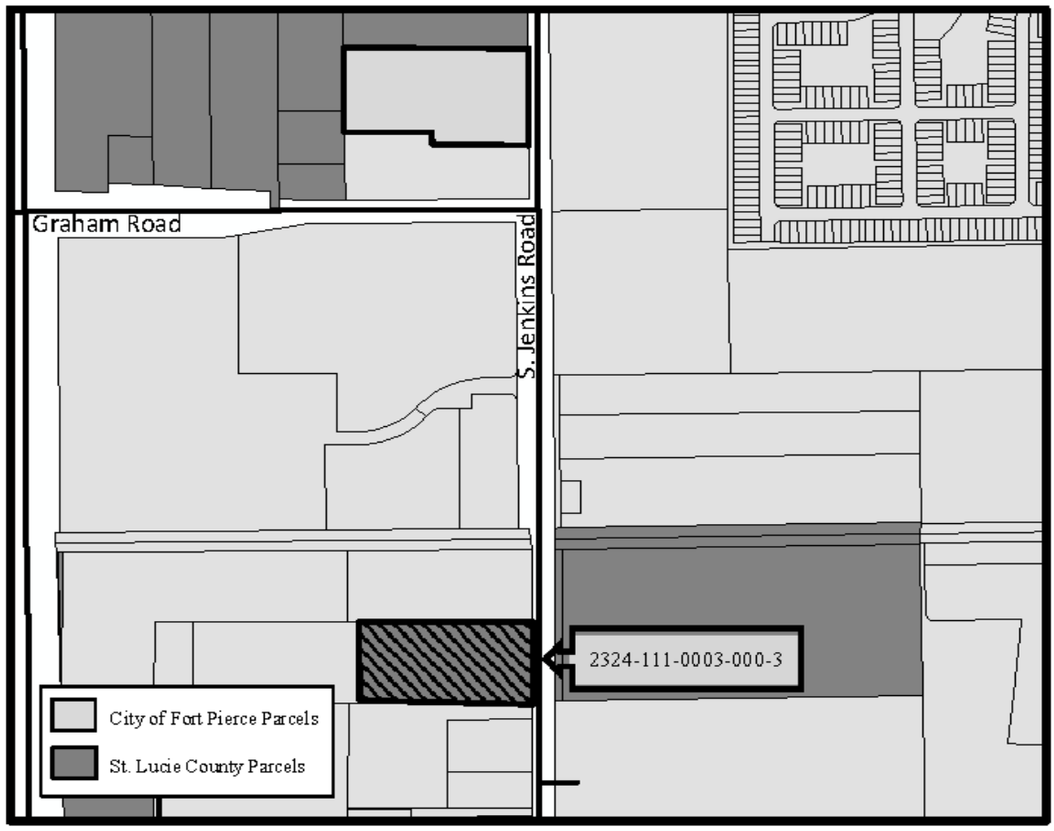
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

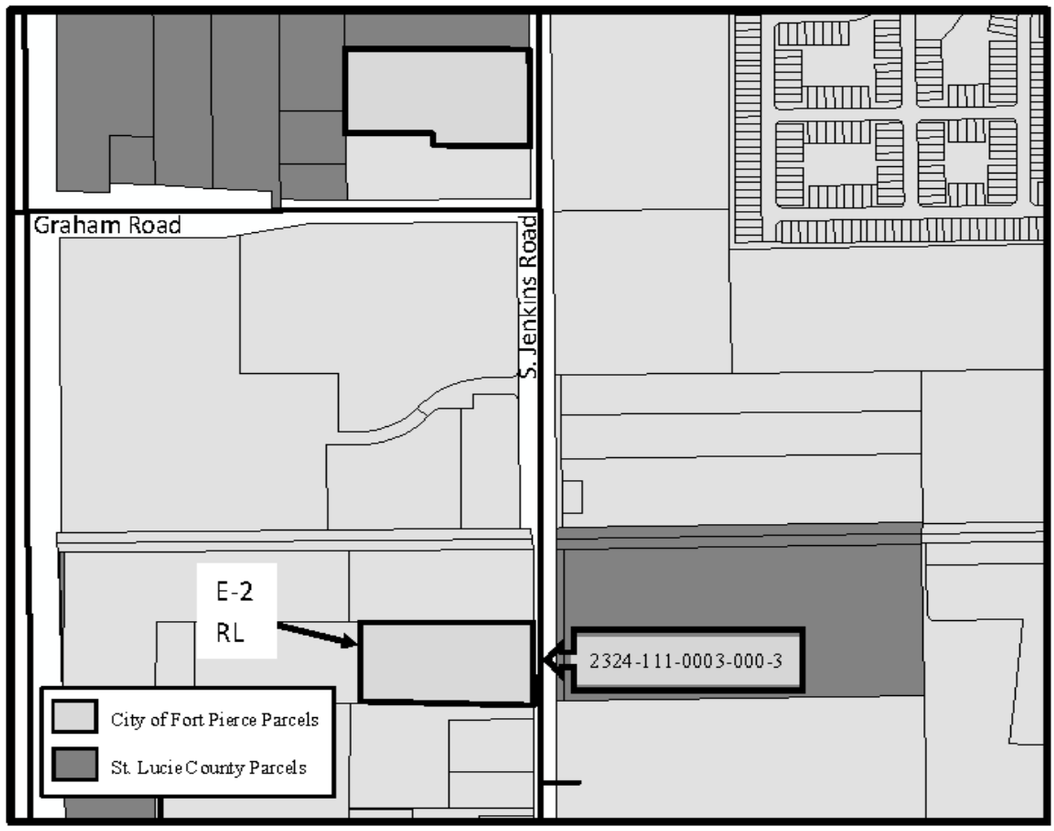
EXHIBIT A
Annexed Area & Legal Description



THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS THE WEST 40 FEET THEREOF, AND LESS ROAD RIGHT-OF-WAY JENKINS ROAD, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Residential Single Family 2 Dwelling Units/Acre (RS-2) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Residential Single Family Two Units Per Acre (E-2) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C

Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4312534 OR BOOK 4000 PAGE 1547, Recorded 05/25/2017 09:51:22 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2324-111-0003-000-3	**ANNEXATION AGREEMENT** **INDIVIDUAL**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2295 S. JENKINS ROAD, FT. PIERCE, FL 34947 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE SOUTH ½ OF THE NORTHEAST ¼ OF NORTHEAST ¼ OF NORTHEAST ¼ OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS THE WEST 40 FEET THEREOF, AND LESS ROAD RIGHT-OF-WAY JENKINS ROAD, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 23rd day of MAY, 2017.

Signed, sealed and delivered in our presence as witnesses:

Brenda J Keeney
Witness Signature
Brenda J. Keeney
Printed Witness Signature

Steven L. Vanclute Sr II
Witness Signature
Steven L. Vanclute Sr II
Printed Witness Signature

Yolanda Renteria
Signature
YOLANDA RENTERIA
Printed Signature
2295 S. Jenkins Road
Address
Ft. Pierce, FL 34947
City, State, Zip

Juan Renteria
Signature
JUAN RENTERIA
Printed Signature
2295 S. Jenkins Road
Address
Ft. Pierce, FL 34947
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared YOLANDA RENTERIA and JUAN RENTERIA, wife and husband, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and that I relied upon the following form of identification of the above-named persons: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL Notary Public State of Florida Brenda J Keeney My Commission GG 089390 Expires 07/22/2021	Witness my hand and official Seal in the County and State last aforesaid this 23rd day of MAY A.D. 2017. Brenda J Keeney Notary Signature Brenda J. Keeney Notary Printed Signature

City Commission Regular Meeting **12. y.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2675 McNeil Road (2419-311-0001-000-4)

SUBJECT:

Legislative Hearing - Ordinance 19-069 extending the territorial limits of the City of Fort Pierce, Florida, to include 2675 McNeil Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Office Professional (OP) and a Zoning designation of Neighborhood Commercial (C-2).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $6,168 and the 2018 tax bill was $400.48.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:10 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:35 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Annexation**
2675 McNeil Road

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owner: Rebekah Dubel
2675 McNeil Road
Fort Pierce, FL 34981

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use Designation of Office Professional (OP) and Zoning designation of Neighborhood Commercial (C-2).

Site Location: 2675 McNeil Road, Fort Pierce, Florida.

Parcel ID: 2419-311-0001-000-4

Parcel Size: 0.49 acres

Current Future Land Use: Commercial (COM) (St. Lucie County)

Current Zoning: Commercial Office (CO) (St. Lucie County)

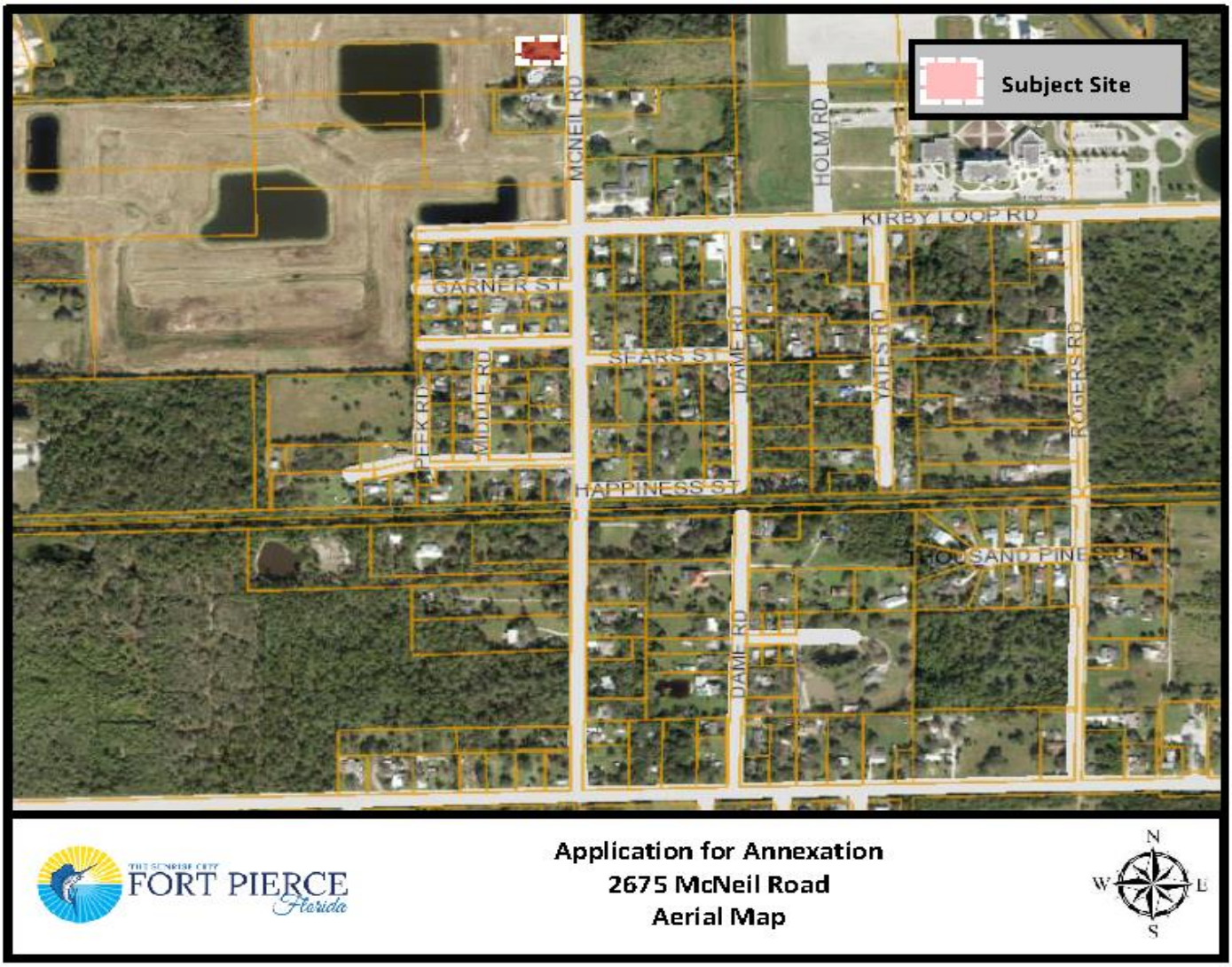
Proposed Future Land Use: Office Professional (OP)

Proposed Zoning: Neighborhood Commercial (C-2)

	North	East	South	West
Surrounding FLU:	RM	GC & COM (SLC)	RL	RM
Surrounding Zoning:	R-4	C-3 & CO (SLC)	R-3	R-4

Staff Analysis

This is a request for a voluntary annexation of property (Parcel ID 2419-311-0001-000-4) located at 2675 McNeil Road in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for 2675 McNeil Road is Commercial (COM) and the St. Lucie County Zoning is General Office (CO). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation will be Office Professional (OP) and the Zoning designation will be Neighborhood Commercial (C-2).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the property is approximately $6,168. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of Office Professional (OP) and Zoning Designation of Neighborhood Commercial (C-2) is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the request, as presented.

Staff Recommendation

The request meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends that the City Commission APPROVE the proposed annexation application along with a Future Land Use designation of Office Professional (OP) and Zoning designation of Neighborhood Commercial (C-2).

ORDINANCE NO. 19-069

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2675 MCNEIL 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2419-311-0001-000-4

19 35 40 N 1/2 OF W 190 FT OF E 223 FT OF S 7.88 AC OF N 1/2 OF NE 1/4 OF SW 1/4 (0.49 AC).

Said property containing 0.49 acres, more or less, and being generally located at 2675 McNeil Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Neighborhood Commercial (C-2), and assigned a Future Land Use Designation of Office Professional (OP), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-069 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

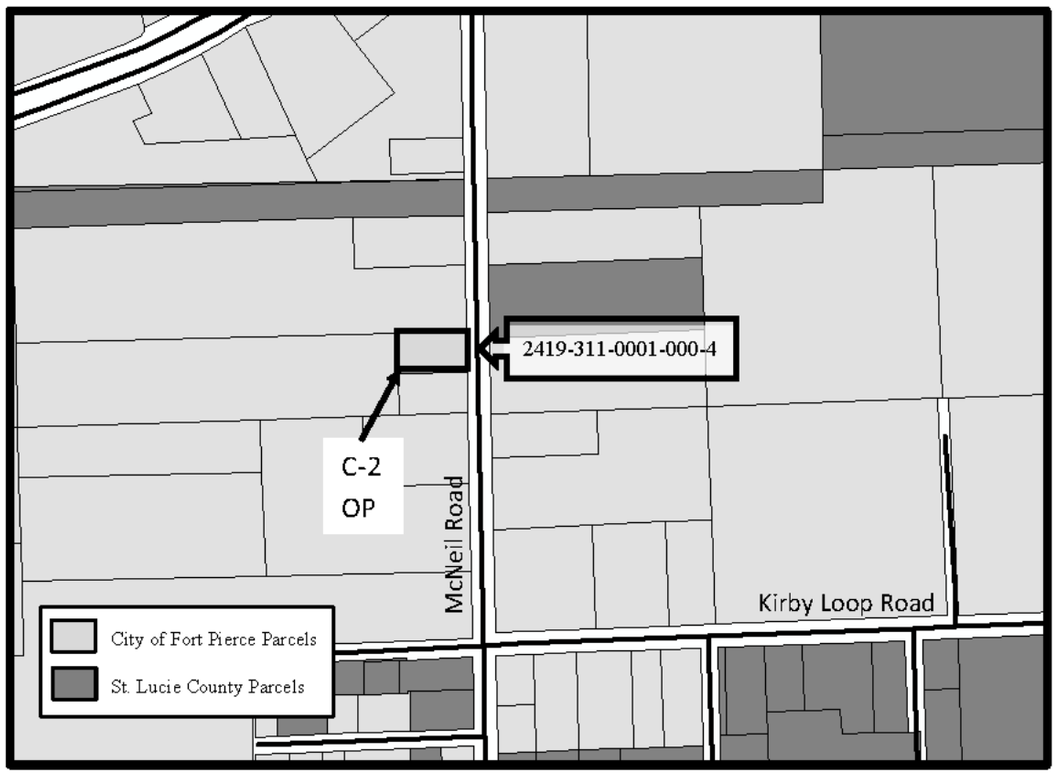
EXHIBIT A
Annexed Area & Legal Description



19 35 40 N 1/2 OF W 190 FT OF E 223 FT OF S 7.88 AC OF N 1/2 OF NE 1/4 OF SW 1/4 (0.49 AC).

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Commercial Office (CO) with a Future Land Use of Commercial (COM). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Neighborhood Commercial (C-2) and have a Future Land Use Designation of Office Professional (OP).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4202181 OR BOOK 3882 PAGE 556, Recorded 06/17/2016 at 04:29 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX	**ANNEXATION AGREEMENT** **INDIVIDUAL**
This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2419-311-0001-000-4	
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2675 MCNEIL ROAD, FORT PIERCE, FL 34981 Location Address 2675 MCNEIL ROAD, FORT PIERCE, FL 34981 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

See the attached legal description

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 19th day of April, 2016.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
R.N. Koblegard III
Printed Witness Signature

Witness Signature
Leah Hubbard
Printed Witness Signature

Rebekah Dubel
Signature
Rebekah Dubel, his wife
Printed Signature
2675 MCNEIL ROAD
Address
FORT PIERCE, FL 34981
City, State, Zip

Signature
Wayne Dubel
Printed Signature
2675 MCNEIL ROAD
Address
FORT PIERCE, FL 34981
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Wayne Dubel and Rebekah Dubel , in whose names the foregoing instrument was executed, and that they severally acknowledged executing the same freely and voluntarily, and that I relied upon the following form of identification of the above-named persons: Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL LEAH M. HUBBARD MY COMMISSION #FF042426 EXPIRES May 10, 2016 (407) 398-0153 FloridaNotaryService.com	Witness my hand and official Seal in the County and State last aforesaid this 19th day of April A.D. 2016. Leah M. Hubbard Notary Signature Leah M. Hubbard Notary Printed Signature

Legal 19 35 40 N1/2 of W 190 FT of E 223 FT OF S 7.88 AC OF N 1/2 OF NE 1/4 OF SW 1/4 (o.49 AC)

City Commission Regular Meeting **12. z.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 4880 Edwards Road (2430-501-0003-000-6)

SUBJECT:

Legislative Hearing - Ordinance 19-070 extending the territorial limits of the City of Fort Pierce, Florida, to include 4880 Edwards Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with a Future Land Use Designation of Low Density Residential (RL) and a Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $17,513 and the 2018 tax bill was $602.38.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:10 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:39 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Annexation**
4880 Edwards Road

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owner: Roger B Miller
4880 Edwards Road
Fort Pierce, FL 34981

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use Designation of Low Density Residential (RL) and the Zoning designation of Single-Family Low Density (R-1).

Site Location: 4880 Edwards Road, Fort Pierce, Florida.

Parcel ID: 2430-501-0003-000-6

Parcel Size: 0.88 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Residential Single Family 3 Dwelling Units/Acre (RS-3) (St. Lucie County)

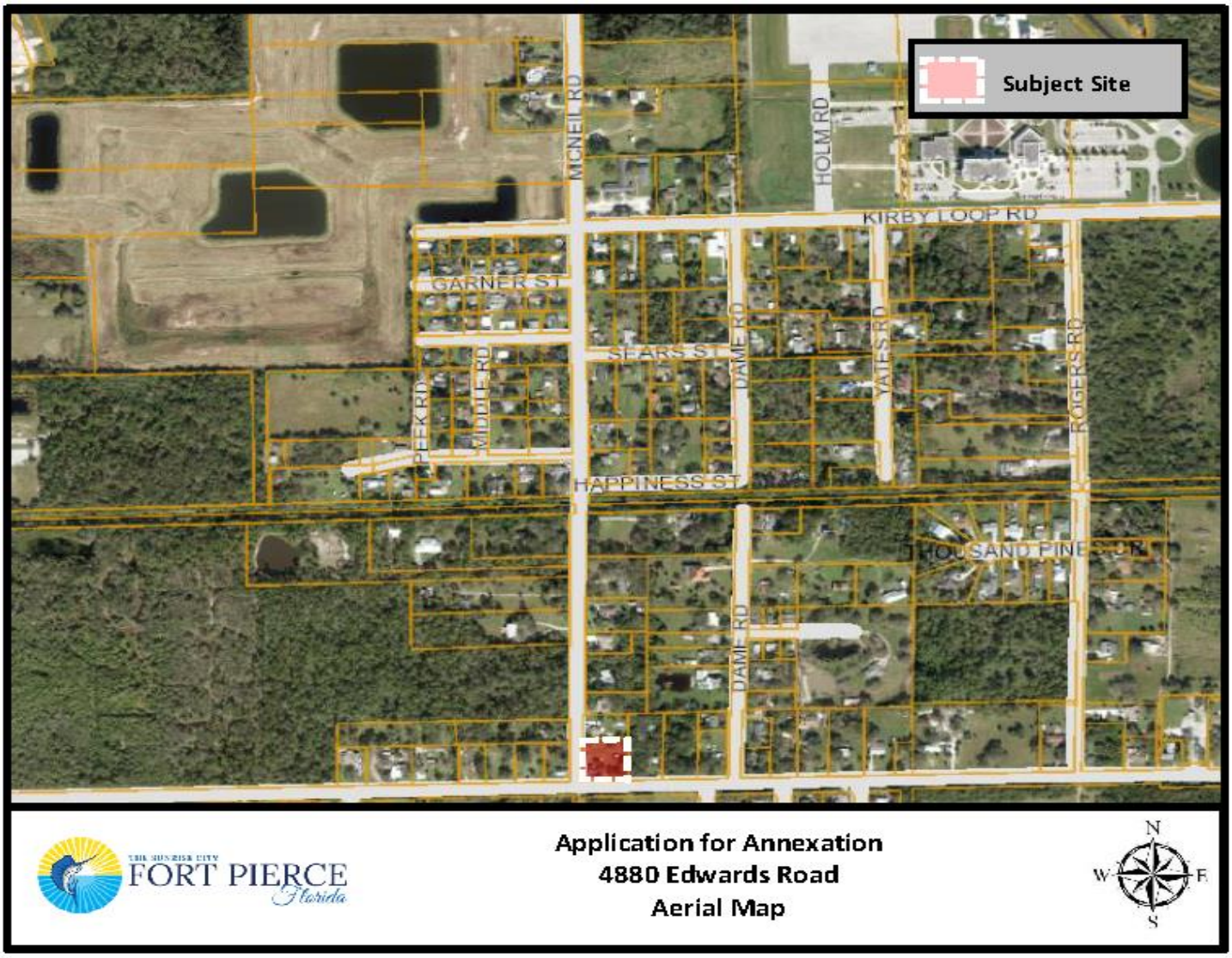
Proposed Future Land Use: Low Density Residential (RL)

Proposed Zoning: Single-Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	R-1	RU (SLC)	R-2	R-2
Surrounding Zoning:	R-4	RS-3 (SLC)	R-3	R-4

Staff Analysis

This is a request for a voluntary annexation of property (Parcel ID 2430-501-0003-000-6) located at 4880 Edwards Road in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for 4880 Edwards Road is Residential Urban 5 Dwelling Units/Acre (RU with St. Lucie County Zoning of Residential Single Family 3 Dwelling Units/Acre (RS-3). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation will be Low Density Residential (RL) and the Zoning designation will be Single-Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the property is approximately $17,513. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use and Zoning designation of RL and R-1 are consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the request, as presented.

Staff Recommendation

The request meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends that the City Commission APPROVE the proposed annexation application along with the Future Land Use and Zoning designations of RL and R-1, respectively.

ORDINANCE NO. 19-070

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **4880 EDWARDS 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by October 29, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2430-501-0003-000-6

THE SOUTH 220 FEET OF LOTS 1, 2 AND 3, LESS ROAD RIGHTS OF WAY, AND THE NORTH 136 FEET OF LOTS 4 AND 5, LESS ROAD RIGHTS OF WAY, SUNSET PARK, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.88 acres, more or less, and being generally located at 4880 Edwards Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2020, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1), and assigned a Future Land Use Designation of Low Density Residential (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-070 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



THE SOUTH 220 FEET OF LOTS 1, 2 AND 3, LESS ROAD RIGHTS OF WAY, AND THE NORTH 136 FEET OF LOTS 4 AND 5, LESS ROAD RIGHTS OF WAY, SUNSET PARK, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned Residential Single Family 3 Dwelling Units/Acre (RS-3) with a Future Land Use of Residential Urban 5 Dwelling Units/Acre (RU). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Single-Family Low Density (R-1) and have a Future Land Use Designation of Low Density Residential (RL).

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3869329 OR BOOK 3552 PAGE 1588, Recorded 08/23/2013 at 04:08 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX	**ANNEXATION AGREEMENT** **INDIVIDUAL**
This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2430-501-0003-000-6	
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	4880 EDWARDS ROAD, FORT PIERCE, FLORIDA 34981 Location Address 4880 EDWARDS ROAD, FORT PIERCE, FLORIDA 34981 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE SOUTH 220 FEET OF LOTS 1, 2 AND 3, LESS ROAD RIGHTS OF WAY, AND THE NORTH 136 FEET OF LOTS 4 AND 5, LESS ROAD RIGHTS OF WAY, SUNSET PARK, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hand and seal this 12TH day of JULY, 2013.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Rosalie Lavertu
Printed Witness Signature

Witness Signature
AMY SHEVLIN
Printed Witness Signature

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Signature
Roger B. Miller
Printed Signature
4880 Edwards Road
Address
Fort Pierce, Florida 34981
City, State, Zip

Signature
Sheila M. Miller, his wife,
By: Roger B. Miller, her Attorney-in-Fact
Printed Signature
4880 Edwards Road
Address
Fort Pierce, Florida 34981
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Roger B. Miller, individually, and as Attorney-in-Fact for Sheila M. Miller, his wife**, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Driver's Licenses; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this 12TH day of JULY, A.D. 2013.
ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Notary Signature Rosalie Lavertu Notary Printed Signature

City Commission Regular Meeting **12. aa.**

Meeting Date: 11/18/2019

Re: Voluntary Annexation For 2402 Valencia Avenue (1433-701-0085-000-4)

SUBJECT:

Legislative Hearing - Ordinance 19-071 extending the territorial limits of the City of Fort Pierce, Florida, to include 2402 Valencia Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Future Land Use Designation of Low Density Residential (RL) and the Zoning designation of Single-Family Low Density (R-1).

RECOMMENDATION:

Approval.

ALTERNATIVES:

Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $22,168 and the 2018 tax bill was $676.31.

Attachments

staff report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/13/2019 03:11 PM

Form Started By: Rebeca Guerra Started On: 11/06/2019 06:41 PM

Final Approval Date: 11/13/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas C. Mimms, PE, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Annexation**
2402 Valencia Avenue

HEARING DATES: November 18, 2019 and December 2, 2019

STAFF REPORT

Property Owner/Applicant: Ionis M. Jefferson-Swoope
2402 Valencia Avenue
Fort Pierce, FL 34946

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land.

Site Location: 2402 Valencia Avenue Fort Pierce, Florida.

Parcel ID: 1433-701-0085-000-4

Parcel Size: .19 acres

Current Future Land Use: Residential Urban 5 Dwelling Units/Acre (RU) (St. Lucie County)

Current Zoning: Single Family, 4 Dwelling Units/Acre (RS-4) (St. Lucie County)

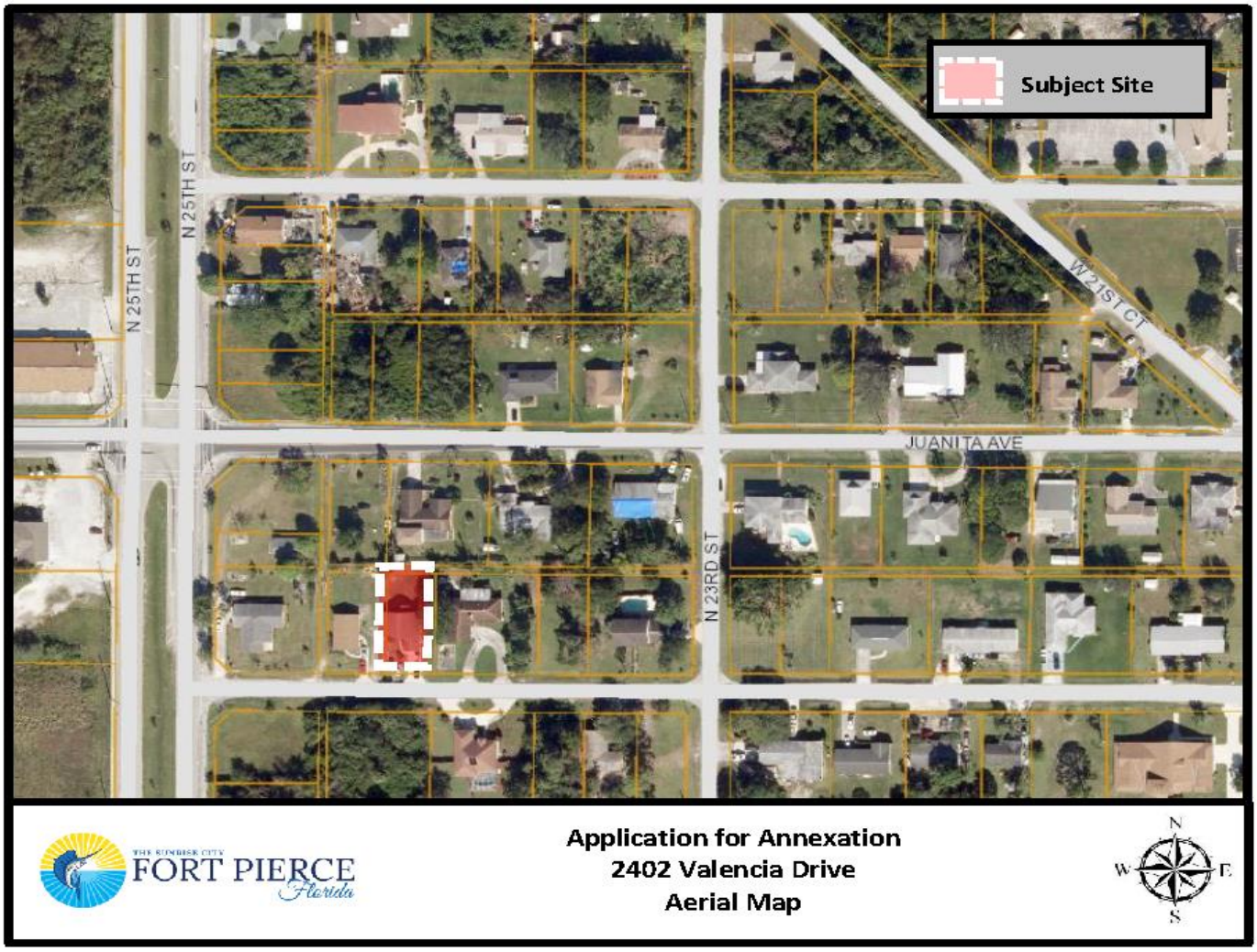
Proposed Future Land Use: Single Family Low Density (RL)

Proposed Zoning: Single Family Low Density (R-1)

	North	East	South	West
Surrounding FLU:	RL (FP)	RL (FP)	RU (SLC) RL (FP)	RL (FP)
Surrounding Zoning:	R-1 (FP)	R-1 (FP)	RS-4 (SLC) R-1 (FP)	R-1 (FP)

Staff Analysis

The applicant is requesting a voluntary annexation of property (Parcel ID 1433-701-0085-000-4) located at 2402 Valencia Avenue in Fort Pierce, Florida.



The current St. Lucie County Future Land Use for 2402 Valencia Avenue is Residential Urban 5 Dwelling Units/Acre (RU) and the Zoning is Single Family, 4 Dwelling Units/Acre (RS-4). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use will be Low Density (RL) and the Zoning designation will be Single Family Low Density (R-1).

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce. These proposed annexations are also consistent with Chapter 171.044, F.S., whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of the property is approximately $85,800. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the nine (9) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan states: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City." The property is within the FPUA service boundary. Pursuant to Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The surrounding area has an even mix of properties within both the St. Lucie County as well as the City of Fort Pierce jurisdiction. The annexation of these properties will contribute to the removal of irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City will provide more efficient public services. The City of Fort Pierce Future Land Use and Zoning designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Future Land Use designation of RL and Zoning classification of R-1 is consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

On October 16, 2019, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office, which is required no fewer than thirty (30) days prior to the first reading of the annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Planning Board

At their meeting on October 8, 2019, the Planning Board voted 6-0 to recommend Approval of the request, as presented.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission APPROVE the proposed annexation along with the Future Land Use and Zoning designations of RL and R-1, respectively.

ORDINANCE NO. 19-071

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2402 VALENCIA 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, 2020; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 8, 2019 meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on October 19, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on October 18, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 1433-701-0085-000-4

LOT 15, BLOCK 5, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.19 acres said property being generally located at 2402 Valencia in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2020 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed into the territorial limits of the City of Fort Pierce shall be zoned R-1, Single Family Low Density, and assigned a Future Land Use Designation of RL, Low Density Residential, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-071 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 10, 2019 and Sunday, November 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 18, 2019; and was duly introduced, read by title only, and passed on second and final reading December 2, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of December, 2019.

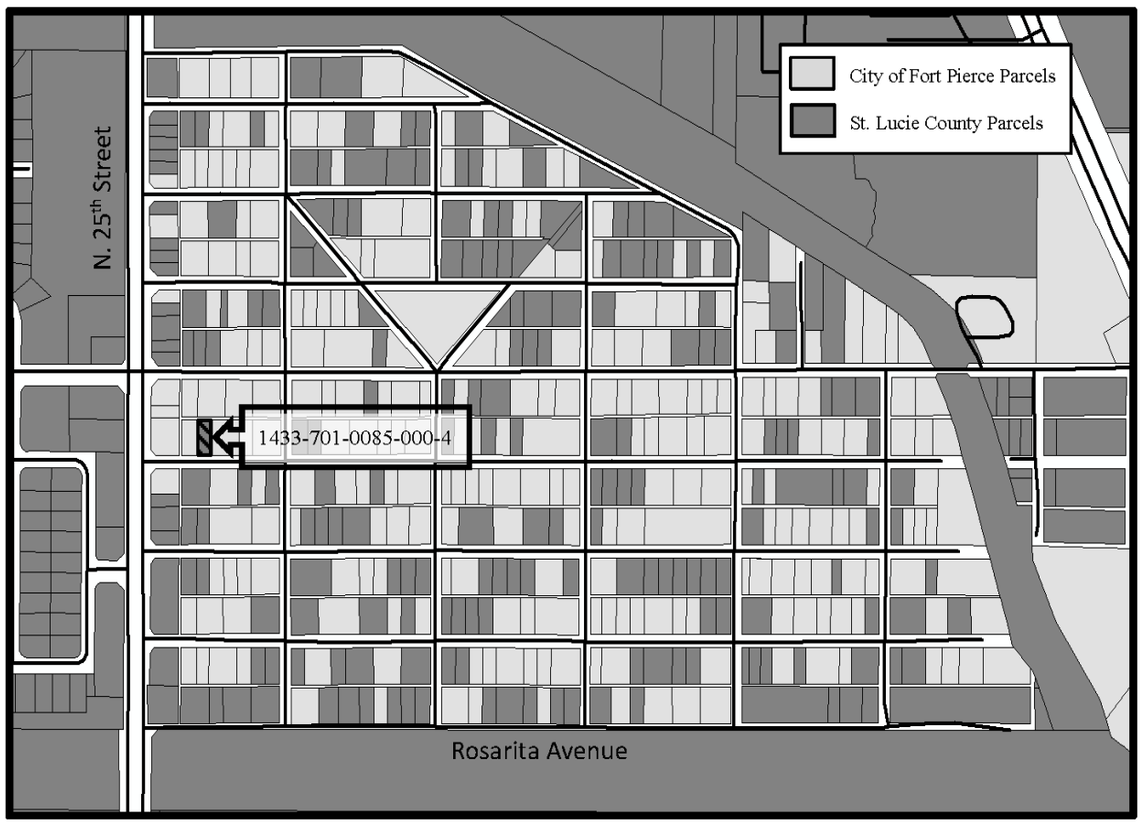
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

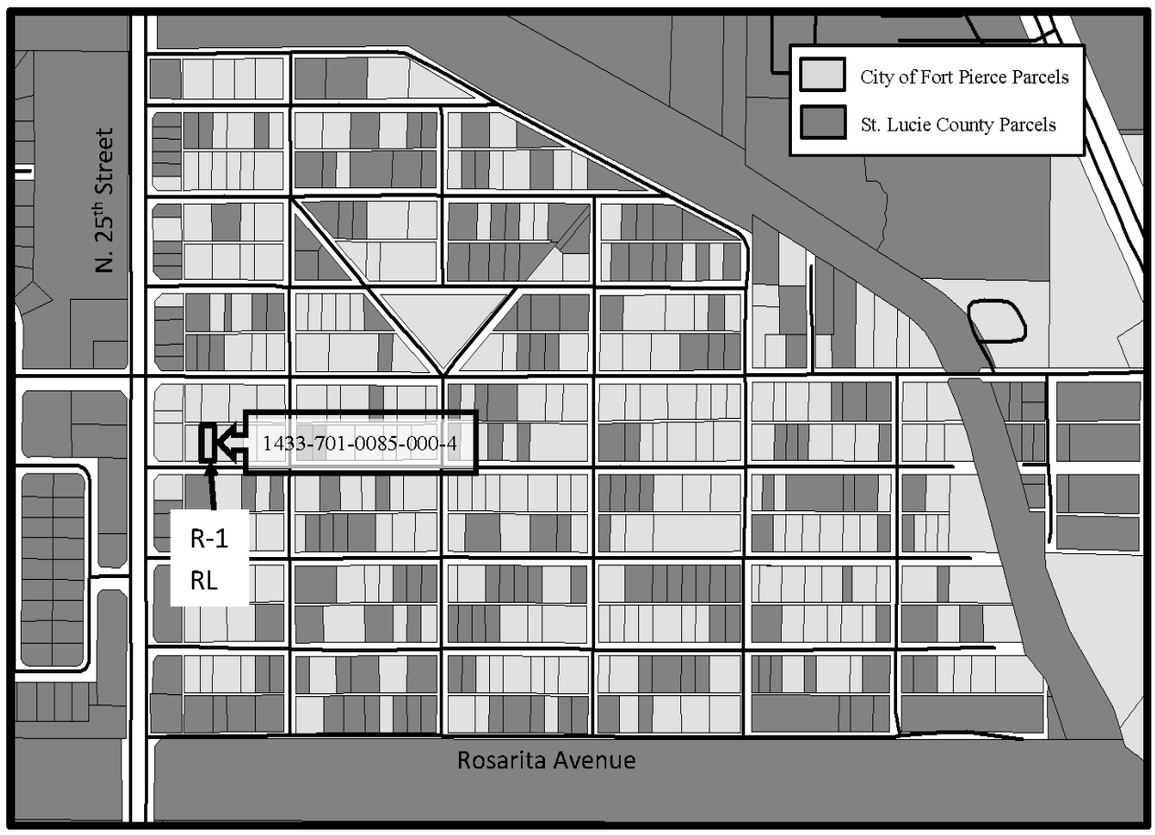
EXHIBIT A
Territorial Limits Extension



LOT 15, BLOCK 5, OF PARADISE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Single Family, 4 Dwelling Units/Acre with a Future Land Use of RU, Residential Urban 5 Dwelling Units. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-1, Single Family Low Density and have a Future Land Use Designation of RL, Low Density Residential.