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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, January 21, 2020 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

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

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from January 06, 2020 Regular Meeting

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Letter from Matthew Samuel, District 35N Disaster Relief Chair, Fort Pierce Lions Club, expressing their gratefulness for the use of the building at 125 Fisherman's Wharf during their relief supplies collection drive for the Bahamas.

   b. Email from Vern Meyer in acknowledgement and appreciation of the professional manner with which Police Department staff came to his assistance.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Monthly Financial Report for the Month Ending November 30, 2019

b. Preliminary Fourth Quarter Financial Report

c. Update on Animal Shelter Activites

11. **CONSENT AGENDA**

a. Approve letters to Senator Gayle Harrell and Representative Delores Hogan Johnson opposing HB 653 which would prohibit municipal electric utilitites from using specified revenues to finance general government functions.

b. Approve award of Bid No. 2019-024,North 17th Street Roadway Improvements (Orange Avenue to Avenue D) Construction contract to PAV-CO Contracting, Inc, Stuart, FL, in an amount not to exceed $1,701,756.80.

c. Approve Contractual Agreement for Main Street Fort Pierce to receive funding through Community Development Block Grant funds as approved in the 2019-2020 CDBG Action Plan in the total amount of $50,000.

d. Approve Contractual Agreement for Lincoln Park Main Street to recieve funding through Community Development Block Grant funds as approved in the 2019-2020 CDBG Action Plan in the total amount of $50,000.

e. Request to reduce Building Department lien in the amount of $33,760.00 against 1222 Avenue G, Fort Pierce, FL 34950 - Parcel ID Number 2404-442-0011-000/4, owned by McNair Empire LLC, 5259 NW South Lovett Circle, Port St. Lucie, FL 34986 with Jamie McNair, Registered Agent, to $1,500.00.

f. Approve request to reduce Building Department lien in the amount of $22,050.00 against 3607 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2433-114-0003-000/7 owned by House of Believers, Inc., 3607 Oleander Avenue, Ft. Pierce, FL 34982 to $750.00 payable in 60 days.

12. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval for an application for Conditional Use with No New Construction submitted by property owners Douglas & Elizabeth Andrews to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 102A, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0002-000-5.

b. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner Faye Owens and Applicant Tekeyshia Owens to operate a Daycare, at 1504 Avenue F, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2404-817-0036-000-5.

c. Quasi-Judicial Hearing - Application for Conditional Use with New Construction and Design Review submitted by property owner St. Peter Evangelical Lutheran and Applicant Southcrest Management to construct and operate a Charter School, at 2900 South Jenkins Road, Fort Pierce, FL. The property is zoned Single Family Intermediate Density (R-2), Parcel ID: 2419-333-0001-000-2.

d. Legislative Hearing - Ordinance No. 20-001 amending Chapter 2 - Administration, Article XIII - Municipal Code Enforcement

e. Legislative Hearing - Ordinance No. 20-002 amending Chapter 12 Parks, Recreation and Special Events, Article I - General, Section 12-101 Enforcement and Penalties

13. **CITY COMMISSION**

a. Resolution No. 20-R04 appointing Charlie Hayek as Mayor Hudson's appointee on the Board of Adjustment.

b. Resolution No. 20-R05 Appointing Solomon Lee to the Planning Board as Commissioner Sessions' appointee.

c. Resolution No. 20-R06 determining that the structure located at 2607 Avenue D is unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on February 18, 2020.

d. Resolution No. 20-R07 Establishing the City of Fort Pierce 2020 Census Complete Count Committee.

e. Submittal of applications for Fort Pierce Youth Council

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**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

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: 01/21/2020

Re: Minutes of January 06, 2020

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from January 06, 2020 Regular Meeting

Attachments

Minutes 01.06.2020

Form Review

Form Started By: Maura Stokes Started On: 01/14/2020 12:16 PM

Final Approval Date: 01/14/2020

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, **JANUARY 06, 2020.**

1. CALL TO ORDER

Mayor Hudson called the January 06, 2020 Regular Meeting of the City Commission to order at 6:30 PM.

2. OPENING PRAYER - Apostle Vonnie Austin-James, Family Faith Worship Center

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 December 16, 2019 Regular Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the minutes from the December 16, 2019 regular meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

a. Email from Walt and Janet Buda thanking Joe Sweat, Marketing Specialist and Shyanne Helms, Communications + Economic Development with their contribution to the immense enjoyment of the Holiday Lights Trolley Tour.

b. Email from Michael Broderick, Director of Property Management, Trident Properties Management thanking Mike Reals, Public Works Director and his team for their prompt repair of a streetlight adjacent to Anytime Fitness on 7th Street.

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

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

Rick Reed - Items 11b. and 11c.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve and set the agenda.

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

Passed

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of travel in the total amount of $1,070.15 for Mayor Hudson to attend the 2020 Florida League of Cities Legislative Action Days, February 10-12, 2020 in Tallahassee, Florida.

b. Approval of amended Employment Agreement for City Clerk to clarify leave allocation and recognition of organizational structure for Charter Officers and their offices as directed at the December 9 Conference Agenda.

c. Approval of amended Employment Agreement for City Attorney to clarify leave allocation and recognition of organizational structure for Charter Officers and their offices as directed at the December 9 Conference Agenda.

Commissioner Alexander pulled Items 11b. and 11c. for discussion.

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

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

Passed

At the request of Commissioner Alexander, items 11b and 11c were pulled for discussion. The City Commission discussed the identical two changes to be made to the respective contracts: leave allocation and clarification of the organizational structure for Charter Officers consistent with the City of Fort Pierce Charter. No other changes have been proposed including compensation, except to correct clerical spelling and punctuation errors. Because the contracts will have a new effective date, the terms are extended accordingly. The contracts as presented before the City Commission tonight are reflective of the discussions and direction as given to staff by the City Commission at the Conference Agenda on December 09, 2019.

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

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

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

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

a. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with new construction submitted by property owners, Stonebridge Senior Living LLC and Applicants Mark Nicholas and Tiffany Rink, to establish an Assisted Living Facility with 42 living units at 4201 S. 25th Street, Fort Pierce, FL.The property is zoned Office Commercial (C-1), Parcel ID: 2432-411-0001-000-2.

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

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the City Commission that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the commission engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the commission applies those laws and policies and is held to stricter procedural requirements.

Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow

basic standards of notice and due process; and, decisions must be made based on competent substantial evidence.

Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - none.
Commissioner Johnson - none.
Commissioner Perona - none.
Commissioner Sessions - none.
Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

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

Mr. Vennis Gilmore, Planning Analyst provided an overview of the application for Conditional Use with New Construction as submitted by property owners, Stonebridge Senior Living LLC, applicant Mark Nicholas, and applicant Tiffany Rink to establish an assisted living facility with 42 living units at 4201 S. 25th Street, Fort Pierce, Florida. Mr. Gilmore provided a map indicating the current future land use is currently low-density residential and the current zoning is C-1, office-commercial. Mr. Gilmore also provided a proposed site plan showing the construction in two phases. The owner and applicants were previously approved by the City Commission to construct a 32-living unit facility at the same site on November 19, 2018. The subject Conditional Use Application is for an additional ten units with a small decrease in square footage; and, no changes to the site plan. Mr. Gilmore also provided a Design Review and Landscape Review. Staff recommends approval.

Commission questions for Staff: The City Commission confirmed that the applicant is aware that the proposed location is in the vicinity of an industrial area.

Applicant presentation: Mr. Richard Ladyko, sworn, of Ladyko Design Group was present on behalf of the applicants. Mr. Ladyko had no questions for staff. Mr. Ladyko was present to answer any questions with regard to the application.

The Commission had no questions for the Applicant-representative.

Public comment:

Robert Humphrey, sworn – Parking, lighting, fence, location of generator, and air-conditioning are among concerns of the neighbors.

Applicant-representative, Richard Ladyko indicated the applicant is required by code to have a six-foot opaque fence around it's westerly and southerly boundaries. Regarding parking, the additional ten units did not generate the need for additional parking. The majority of the parking lot spaces will be for staff. Most occupants of the facility do not drive. The number of available parking spaces meets current code requirements. Mr. Ladyko believes the generator will be located on the northerly side of the building. Mr. Ladyko stated that a lighting plan was submitted and subsequently approved by Staff.

With no further comments or discussion, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Item 12a.

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

Passed

b. Legislative Hearing - Ordinance 19-037 An Ordinance by the City Commission of the City Of Fort Pierce, Florida; modifying the Harbour Isle Planned Development to revise the previously approved Site Plan for a convenience store with fuel sales on property generally located at 835 Seaway Drive; providing for a severability clause; repealing all Ordinances or parts thereof in conflict herewith; and providing for an effective date. SECOND READING

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

ORDINANCE NO. 19-037
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; MODIFYING THE HARBOUR ISLE PLANNED DEVELOPMENT TO REVISE THE PREVIOUSLY APPROVED SITE PLAN FOR A CONVENIENCE STORE WITH FUEL SALES ON PROPERTY GENERALLY LOCATED AT 835 SEAWAY DRIVE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mr. Mimms, City Manager introduced Consulting Engineer, Mr. Brian Good, Engineer with Kimley-Horn and Associates, Inc., who provided an informational presentation regarding investigative analysis and recommendations for the traffic configuration and flow for the general area in response to the questions raised by this application. Mr. Jack Andrews, City Engineer was also present and available to answer questions.

Mr. Good provided a background of the proposed development site plan which included a detailed presentation on the traffic study which was done along with trip generation calculations which were adjusted to compensate for mathematical errors. This presentation provided for a total of 301 peak hour trips versus the previously estimated 277 peak hour trips. Mr. Good expressed concern with how the convenience store and gas pumps are categorized with respect to land use. The applicant used ITE codes that provide traffic characteristics for everything except the convenience store and gas pumps. The Department of Transportation had done an independent study in 2014 for the subject property's land use. Mr. Good went into great detail about projected vehicle movements, projected driveway turning movements, Seaway Drive capacity evaluation, and left-turn lane warrant evaluation. Based upon statistical data, Seaway Drive is currently operating between eight and forty-two percent over its rated capacity putting it at a Level of Service–F. Mr. Good discussed ways to mitigate the overcapacity or minimize the impact. He recommended that the City of Fort Pierce consider auxiliary turning lanes at principal turning points or a left-turn auxiliary lane to service the subject parcel. Another possible solution would be to reinstate the entrance into the site for Harbour Isle residents use to access the retail shops which would alleviate traffic entering Seaway Drive. The bulk of the traffic use for this site will come from drive-by traffic meaning vehicles already in the area for other purposes versus destination traffic which is traffic whose only purpose is to visit the site.

Applicant-representative, Zach Middlebrook, the developer for Cumberland Farms was present. Mr. Middlebrook would like to clarify that since the existing Cumberland Farms is closing it should not have been included in the traffic study. If the current Cumberland Farms location was included, that would reduce the numbers significantly. Regarding the traffic study as presented, Mr. Middlebrook is familiar with the work of Kimley-Horn and does not disagree with their presentation. Cumberland Farms has complied with all conditions given by Staff. The auxiliary left-turn lane addresses all the issues with traffic that have been raised. Cumberland Farms is willing to comply with this condition if imposed.

Mayor Hudson opened the Public Hearing.

Serge Tarasenko – opposed.
Steve Resta – opposed.
Ralf Brooks – opposed.
Jules Steiner – opposed.
Tom Cairnes – opposed.
Annette Rudd – opposed.
Dennis DeVivo – opposed.
Anne Marie Bode – opposed.
Keith Madsen – opposed.
Steven Jaroski – opposed.
Diane Barlbret – opposed.
Paul Grover – opposed.
Tracy Newman – opposed.
Rod Robertson – opposed.
Craig Barbret – opposed.

Jacob Ensor – opposed.
David Greenacre – opposed.
Judy Deichler – opposed.
Craig Mason – In support.

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

City Attorney Peter Sweeney reminded the Commission that a super-majority vote is in effect requiring four out of five votes to approve. Being the second reading of a legislative hearing, the possible outcomes are to: approve with conditions outlined in the first reading requiring a four-fifths vote; change the current conditions which would be a substantial change and require another hearing; or, disapprove requiring a three-fifths vote. A vote of disapproval would have to be upheld by competent substantial evidence from both the first and second readings and would end the major amendment to the planned development. The applicant would be required to start the process over. The vote would have to be regarding Cumberland Farms only and not the Harbour Cay Shops.

The City Commission discussion continued. Commissioner Perona stressed that this is the second reading of a legislative hearing. Competent substantial evidence showing why this should be disapproved must be provided. Commissioner Johnson reviewed section three of Ordinance 19-037 which outlines the conditions imposed on the development application during the first reading. Jennifer Hofmeister, Planning Director, would like the City Commission to take into consideration that through this traffic study, we have learned that Seaway Drive is failing. The level of service for this roadway needs to be addressed because the City of Fort Pierce is not in compliance with the Comprehensive Plan which states it must maintain a Level of Service–D. Discussion continued on whether to take a vote based upon the first reading; or, to disapprove the proposed ordinance and begin the quasi-judicial proceeding again in light of the new information received from the traffic study which was completed. The City Commission agreed that there have been too many conflicting issues with the site plan proposal.

The Commission inquired if the suggestions by the consultant would be considered a substantial change. Mr. Mimms stated that it would be a substantial change, but the developer has agreed to comply with the condition if required at their own cost and no cost to the taxpayers.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to disapprove Ordinance 19-037.

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

Passed

City Attorney Peter Sweeny would like to clarify that based upon the vote to disapprove Ordinance 19-037, The City Commission has collectively indicated that the following piece(s) of competent substantial evidence form the basis for denial of the Major Amendment to the Planned Development for Harbour Isles, 835 Seaway Drive. This includes concern with traffic ramifications particularly with ingress and egress; and, the overburdening of an already failing level of service road which jeopardizes the health, safety, and welfare of the City of Fort Pierce and its citizens. City Attorney Peter Sweeney asked if he is incorrect with the competent substantial evidence which formed the basis for the Commission's denial to please speak now. Commissioner Johnson added that the conditions set forth in the August 19, 2019 hearing were not met and lack competent substantial evidence of compliance.

13. CITY COMMISSION

a. Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commissioners to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to appoint Commissioner Perona as Mayor Pro Tem pursuant to Section 23 of the Charter.

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

Passed

b. Resolution No. 20-R01 Reappointing JoAnn Parrish to the Fort Pierce Housing Authority Board.

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

RESOLUTION NO. 20-R01
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF JOANN PARRISH AS A COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Resolution 20-R01.

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

Passed

c. Resolution No. 20-R02 determining that the structure located at 913 Avenue B is unsafe and should be condemned and demolished and setting a hearing to determine this matter before the City Commission on February 3, 2020.

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

RESOLUTION NO. 20-R02
A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 913 AVENUE B IN FORT PIERCE, FLORIDA, 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND DEMOLISHED IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON FEBRUARY 3, 2020 AT 6:30 PM, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Resolution 20-R02.

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

Passed

d. Resolution No. 20-R03 appointing members to the Parking Committee.

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

RESOLUTION NO. 20-R03
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

The following members will be appointed to the Parking Committee:
Anton Kreisl – Appointed by Commissioner Johnson
Dan Cushman – Appointed by Mayor Hudson
Doris Tillman – Appointed by Commissioner Perona
Ruby Smith – Appointed by Commissioner Alexander
David Bushea – Appointed by Commissioner Sessions
Michael Broderick – Appointment at large
Gus Gutierrez – Appointment at large

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Resolution 20-R03.

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.

Diana Voss
Carol Mils

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms would like to acknowledge the holiday traditions presented in the City of Fort Pierce: Marina Square Holiday Light Spectacular, City Lights Contest, Holiday Lights Trolley Tours, Movies in the Fort Presentation, Shop with a Cop, Christmas at First Step Park, Santa-Cop, City of Fort Pierce and Sunrise Theatre's presentation of Sounds of the Season.

Mr. Mimms reiterated a Memorandum sent on December 31, 2019 regarding the appeal of the denial notification from FEMA regarding the request for funds to repair and restore the Melody Lane Seawall. The Florida Division of Emergency Management has recommended that FEMA grant the City's appeal.

Mr. Mimms reminded the City Commission that on January 13, 2020, each Commissioner will participate in a telephone conference with Mr. Lyle Sumek, who is the facilitator for Strategic Planning.

City Attorney Peter Sweeney has no report at this time.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander – Would like to wish all a Happy New Year.

Commissioner Perona – Would like to thank Staff and Public Works for all the efforts during the holiday season. All the events held by the City of Fort Pierce were a wonderful representation of our City.

Commissioner Sessions – Would like to wish all a Happy New Year. Fort Pierce was the place to be with all the lights and festivities that were offered. Commissioner Sessions would like the No-Wake Ordinance to be re-considered by City Commission and added to a future Agenda.

Commissioner Johnson – Would like to reiterate the thanks to Staff especially during the holiday time period. Commissioner Johnson also commented on the Memorandum regarding Arc's request for a waiver of fees. Mr. Mimms stated that the request was denied; however, they were offered a mechanism to assist with the costs. Mr. Mimms has not heard back from them. Commissioner Johnson inquired about the parking garage project. Mr. Mimms stated that construction should begin on the third floor sometime in February.

Mayor Hudson – Would like an update on the ramp at Museum Pointe Park. Mr. Mimms stated it is not in operation at this time; but, he will get an update and provide it to the Commission. Mayor Hudson would like to remind everyone that Saturday, January 11, 2020, is the History Festival in Downtown Fort Pierce.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at 10:13 PM.

ATTEST:

CITY CLERK	MAYOR COMMISSIONER

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

Meeting Date: 01/21/2020

Re: Letter from Matthew Samuel

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Matthew Samuel, District 35N Disaster Relief Chair, Fort Pierce Lions Club, expressing their gratefulness for the use of the building at 125 Fisherman's Wharf during their relief supplies collection drive for the Bahamas.

Attachments

Letter from Matthew Samuel

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2020 08:44 AM
City Manager	Nick Mimms	01/10/2020 08:44 AM

Form Started By: Jennifer Robinson Started On: 01/09/2020 03:41 PM

Final Approval Date: 01/10/2020

Fort Pierce Lions Club

December 2, 2019

Dear Mayor Linda Hudson, Mr. Nick Mimms, Mr. Mike Reals, Mr. Paul Betram, Mr. Dean Kubitschek, and the City of Fort Pierce,

The Fort Pierce Lions Club and the Lions of District 35N of Florida, Bahamas, Aruba, Bonaire, and Curacao are extremely grateful for the use of the building at 125 Fisherman's Wharf during the relief supplies collection drive for the Bahamas after the devastation of Hurricane Dorian. For almost three full months, we were able to collect, sort, and pack thousands of items for needy victims that included water, food, medical supplies, hygiene items, cleaning products, batteries, flashlights, and tarps, to name a few. We held multiple community collection drives, two which were specific for school supplies, and had donations from as far away as Jacksonville and Tampa/St. Petersburg. We had amazing assistance from many individuals in the community, even students from the Fort Pierce Central High School Key Club who earnestly volunteered on a Saturday to help sort and pack items for shipment.

The use of this building provided District 35N Lions with a much needed collection site for the northern part of our district. Most importantly, it gave us the opportunity to provide hope for the people of Freeport, Bahamas. On behalf of District Governor Adita Vazquez and the Lions of District 35N, I thank you for your generosity and concern in this vital coordinated effort.

Sincerely,

Matthew Samuel
District 35N Disaster Relief Chair
Fort Pierce Lions Club

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

Meeting Date: 01/21/2020

Re: Email from Vern Meyer

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Vern Meyer in acknowledgement and appreciation of the professional manner with which Police Department staff came to his assistance.

Attachments

Email from Vern Meyer

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2020 08:45 AM
City Manager	Nick Mimms	01/10/2020 08:45 AM

Form Started By: Jennifer Robinson Started On: 01/09/2020 03:58 PM

Final Approval Date: 01/10/2020

From: Vern Meyer [mailto:Vern@worldwidefarms.net]
Sent: Thursday, January 9, 2020 9:34 AM
To: John Schramm <jschramm@fppd.org>; Diane Hobley-Burney <dhobley-burney@fppd.org>; Linda Hudson <LHudson@cityoffortpierce.com>; Damian Spotts <dspotts@fppd.org>; John Fasanello <jfasanello@fppd.org>
Cc: Robert Ridle <rridle@fppd.org>
Subject: RE: vern meyer 1703 sunset isle / I am very impressed

Team fort pierce. I felt the need to reach out to the police department to help me with an abusive neighbor. I am older run several business in a couple countries. I have had the need for any numerous reason to speak to and deal with the local authorizes. I want to personal acknowledge the professional manner in which all participants have engaged with me. People sometime forget to say thank you. I look forward over the coming years to get more active in our community. Thanks again.

From: John Schramm <jschramm@fppd.org>
Sent: Wednesday, January 8, 2020 12:20 PM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Cc: Vern Meyer <Vern@worldwidefarms.net>; Robert Ridle <rridle@fppd.org>
Subject: RE: vern meyer 1703 sunset isle

Will do

Sergeant John Schramm | Support Services | City of Fort Pierce
Phone: 772.467.6947 • Fax: 772.465.1059 • 920 South U.S. Highway 1 • Fort Pierce • 34950

Website | Facebook | Twitter

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

From: Diane Hobley-Burney
Sent: Wednesday, January 8, 2020 11:47 AM
To: John Schramm <jschramm@fppd.org>
Cc: Vern Meyer <Vern@worldwidefarms.net>; Robert Ridle <rridle@fppd.org>
Subject: RE: vern meyer 1703 sunset isle

Please follow up with Mr. Meyer. Thanks

From: Vern Meyer [mailto:Vern@worldwidefarms.net]
Sent: Saturday, December 28, 2019 12:24 PM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Subject: vern meyer 1703 sunset isle

I have emailed you in the past about scooters. This is different. I am having trouble with a neighbor probably mostly a blow hard but these are crazy times. I tried to see if there was a community service officer I could speak to about my problem but I cant find one on your web site. I would hate to tie up an officer for what is probably a nuisance. We love fort pierce I am from Chicago my cell is 847 363 2806 thank you in advance.

Vern Meyer
World Wide Farms

Office: 847-487-6855 ext. 102
Cell: 847-363-2806
Fax: 847-487-6805

"Common sense is genius."

www.facebook.com/MFwauconda

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

Meeting Date: 01/21/2020

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

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending November 30, 2019

SUMMARY:

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

RECOMMENDATION:

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

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2019

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

November 2019 Monthly Financial Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	12/26/2019 11:34 AM
City Manager	Nick Mimms	01/10/2020 08:38 AM
Form Started By: Queen Thompkins		Started On: 12/17/2019 11:11 AM
Final Approval Date: 01/10/2020		

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

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

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

City of Fort Pierce
Monthly Financial Report
For the Month Ending November 30, 2019
(17% Year Lapse)

General Fund			
Revenue	**Budget**	**FYTD**	**%**
Beginning Available Resources		**$ 7,931,120**	
Revenue:			
Taxes	$ 23,079,865	$ 3,068,206	13.29%
Licenses & Permits	395,000	279,917	70.87%
Intergovernmental	5,295,000	985,584	18.61%
Charges for Services	369,300	67,197	18.20%
Fines & Forfeitures	294,500	70,497	23.94%
Miscellaneous Revenue	2,251,200	248,735	11.05%
Interfund Transfers	3,471,056	0	0.00%
Contribution from Enterprise	7,411,101	0	0.00%
Appropriated Fund Balance	462,950	0	0.00%
Restricted Revenue	(600,000)	0	0.00%
Total Revenue	**$ 42,429,972**	**$ 4,720,136**	**11.12%**

Expenditures:	**Budget**	**FYTD**	**%**
City Commission	$ 265,584	$ 46,053	17.34%
City Manager	900,102	130,548	14.50%
City Attorney	693,149	72,436	10.45%
City Clerk	350,315	68,599	19.58%
Human Resources	443,578	78,096	17.61%
Finance	911,107	156,352	17.16%
IT	1,255,193	173,525	13.82%
Purchasing	315,418	53,569	16.98%
Planning	610,772	103,477	16.94%
Code Enforcement	1,079,651	206,443	19.12%
Police	14,765,692	2,634,559	17.84%
Public Works/Director	92,459	20,645	22.33%
Public Works/Fleet Maint.	708,661	115,161	16.25%
Public Works/Facilities Maint.	1,029,921	175,403	17.03%
Public Works/Parks & Grounds	2,159,610	377,217	17.47%
Public Works/Streets	1,815,593	274,667	15.13%
Engineering	1,301,415	197,964	15.21%
Riverwalk	371,116	56,036	15.10%
Administrative	13,360,636	1,228,240	9.19%
Total Expenditures	**$ 42,429,972**	**$ 6,168,992**	**14.54%**

Net Resources	**$ (1,448,856)**
Total Available Resources	**$ 6,482,264**
Less:	
10% Budget Reserve	(4,242,997)
Reserve	(600,000)
Unrestricted Resources	**$ 1,639,267**

Special Revenue Funds

FPRA	Budget	FYTD	%
Begnning Available Resources		**$ 757,161**	
Beginning Available Resources			
Taxes	6,700,934	0	0.00%
Licenses & Permits	0	0	0.00%
Intergovernmental	4,000	1,863	0.00%
Miscellaneous Revenue	200,100	34,662	17.32%
Transfers	0	0	0.00%
Total Revenue	**6,905,034**	**36,524**	**0.53%**
Expenses:			
Operating	501,338	117,631	23.46%
Capital Outlay	0	0	0.00%
Other Programs & Projects	370,000	0	0.00%
Transfers	6,033,696	0	0.00%
Total Expenses	**6,905,034**	**117,631**	**1.70%**
Net Resources		**(81,107)**	
Unrestricted Resources		**$ 676,054**	

CDBG	Budget	FYTD	%
Begnning Available Resources		**$ 779,489**	
Revenue:			
Intergovernmental Revenue	958,272	0	0.00%
Misc. Revenue	0	2,530	0.00%
Transfers	84,205	0	0.00%
Total Revenue	**1,042,477**	**2,530**	**0.24%**
Expenses:			
Administrative	250,528	46,759	18.66%
Rehabilitation Department	40,000	499	1.25%
Capital Outlay	0	0	0.00%
Economic Development	309,780	6,117	1.97%
Public Service	80,000	48	0.06%
Unencumbered	0	0	0.00%
Roll Over Expenditures	362,169	0	0.00%
Total Expenses	**1,042,477**	**53,422**	**5.12%**
Net Resources		**(50,892)**	
Unrestricted Resources		**$ 728,597**	

Grant Administration	Budget	FYTD	%
Begnning Available Resources		**$ 321,468**	
Revenue:			
Program Income	0	34,452	0.00%
Misc. Revenue	242,500	858	0.35%
Interfund Transfers	27,000	0	0.00%
Total Revenue	**269,500**	**35,309**	**13.10%**
Expenses:			
Personnel Services	0	0	0.00%
Operating	243,025	0	0.00%
Transfers	26,475	0	0.00%
Total Expenses	**269,500**	**0**	**0.00%**
Net Resources		**35,309**	
Unrestricted Resources		**$ 356,777**	

SHIP	Budget	FYTD	%
Begnning Available Resources		**$ 339,382**	
Revenue:			
SHIP	77,300	53,242	68.88%
Program Income	5,000	0	0.00%
Misc. Revenue	500	4,866	0.00%
Carry Over Funding	295,000	0	0.00%
Total Revenue	**377,800**	**58,108**	**15.38%**
Expenses:			
Operating	25,000	42	0.17%
Grants/Programs & Projects	352,800	0	0.00%
Total Expenses	**377,800**	**42**	**0.01%**
Net Resources		**58,067**	
Unrestricted Resources		**$ 397,449**	

Enterprise Funds

Marina	Budget	YTD	%
Begnning Available Resources		**$ 2,333,170**	
Revenue:			
Grants	86,583	0	0.00%
Charges for Services	1,500,000	271,607	18.11%
Misc. Revenue	1,390,000	187,979	13.52%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	845,579	0	0.00%
Total Revenue	**3,822,162**	**459,586**	**12.02%**
Expenses:			
Personnel Services	494,327	64,874	13.12%
Operating	3,143,110	432,337	13.76%
Capital	316,500	175,972	55.60%
Debt Service	581,013	2,690	0.46%
Non Operating	404,830	0	0.00%
Total Expenses	**4,939,780**	**675,873**	**13.68%**
Plus Depreciation		**186,270**	
Net Resources		**(30,018)**	
Unrestricted Resources Available		**$ 2,303,152**	

Solid Waste	Budget	YTD	%
Begnning Available Resources		**$ 1,447,305**	
Revenue:			
Charges for Services	7,828,000	1,273,420	16.27%
Misc. Revenue	4,000	461	11.52%
Approp Retained Earnings	(534,132)	0	0.00%
Total Revenue	**7,297,868**	**1,273,881**	**17.46%**
Expenses:			
Personnel Services	2,420,296	390,692	16.14%
Operating	3,924,125	556,228	14.17%
Capital	150,000	96,113	64.08%
Non Operating	1,291,072	0	0.00%
Total Expenses	**7,785,493**	**1,043,034**	**13.40%**
Plus Depreciation		**81,271**	
Net Resources		**312,118**	
Unrestricted Resources Available		**$ 1,759,423**	

Golf Course	Budget	YTD	%
Begnning Available Resources		**$ (656,952)**	
Revenue:			
Charges for Services	1,155,000	150,570	13.04%
Misc. Revenue	264,964	27,077	10.22%
Approp Retained Earnings	0	0	0.00%
Total Revenue	**1,419,964**	**177,646**	**12.51%**
Expenses:			
Personnel Services	219,723	38,287	17.43%
Operating	1,298,947	228,117	17.56%
Capital	4,000	0	0.00%
Non Operating	32,641	0	0.00%
Total Expenses	**1,555,311**	**266,404**	**17.13%**
Plus Depreciation		**22,558**	
Net Resources		**(66,200)**	
Unrestricted Resources Available		**$ (723,152)**	

Sunrise Theatre	Budget	YTD	%
Begnning Available Resources		**$ (1,181,493)**	
Revenue:			
Grants	42,000	0	0.00%
Charges for Services	2,565,000	791,579	30.86%
Misc. Revenue	348,900	14,539	4.17%
Approp Retained Earnings	(90,800)	0	0.00%
Transfers	450,000	0	0.00%
Total Revenue	**3,315,100**	**806,118**	**24.32%**
Expenses:			
Personnel Services	621,676	59,550	9.58%
Operating	3,239,623	387,257	11.95%
Capital	0	0	0.00%
Non Operating	0	0	0.00%
Total Expenses	**3,861,299**	**446,807**	**11.57%**
Plus Depreciation		**91,033**	
Net Resources		**450,344**	
Unrestricted Resources Available		**$ (731,149)**	

Building	Budget	YTD	%
Begnning Available Resources		**$ 2,038,085**	
Revenue:			
Licenses & Permits	2,572,500	408,473	15.88%
Charges for Services	52,000	4,648	8.94%
Fine & Forfeits	35,000	827	2.36%
Misc. Revenue	47,500	17,373	36.57%
Transfers	0	0	0.00%
Approp Retained Earnings	(154,694)	0	0.00%
Total Revenue	**2,552,306**	**431,321**	**16.90%**
Expenses:			
Personnel Services	1,204,562	226,158	18.78%
Operating	554,350	84,361	15.22%
Capital	925,000	645	0.07%
Non Operating	5,394	0	0.00%
Total Expenses	**2,689,306**	**311,164**	**11.57%**
Plus Depreciation		**10,333**	
Net Resources		**130,490**	
Unrestricted Resources Available		**$ 2,168,575**	

Stormwater	Budget	YTD	%
Begnning Available Resources		**$ (493,959)**	
Revenue:			
Federal Grants	0	0	0.00%
State Grants	0	0	0.00%
Charges for Services	2,676,067	383,143	14.32%
Misc. Revenue	10,000	456	4.56%
Transfers	0	0	0.00%
Approp Retained Earnings	46,000	0	0.00%
Total Revenue	**2,732,067**	**383,599**	**14.04%**
Expenses:			
Personnel Services	0	0	0.00%
Operating	2,705,937	456,550	16.87%
Capital	5,000	0	0.00%
Non Operating	1,206,130	0	0.00%
Total Expenses	**3,917,067**	**456,550**	**11.66%**
Plus Depreciation		**198,027**	
Net Resources		**125,075**	
Unrestricted Resources Available		**$ (368,884)**	

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

Meeting Date: 01/21/2020

Re: Preliminary Fourth Quarter Financial Report

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Preliminary Fourth Quarter Financial Report

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending September 30, 2019, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the fourth quarters of FY 2018 and 2019.

RECOMMENDATION:

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

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Finance Department and City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2019

OTHER INFORMATION:

Report on FY 2019 budgeted Revenue and Expenditures.

Attachments

Preliminary 4th Quarter Financial Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	12/26/2019 11:34 AM
City Manager	Nick Mimms	01/15/2020 01:46 PM
Form Started By: Queen Thompkins		Started On: 12/17/2019 11:25 AM
Final Approval Date: 01/15/2020		

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE QUARTER ENDING
September 30, 2019

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

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2018/19

	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
REVENUES:				
CURRENT AD VALOREM	0	0	0	151,186
DELIQUENT AD VALOREM	0	0	0	(22,903)
LOCAL OPTION GAS TAX	0	0	0	195,408
TELECOMMUNICATION TAX	0	0	0	(32,450)
UTILITY TAX	0	0	0	381,963
BUSINESS LICENSES & PERMITS	0	0	0	97,104
FEDERAL & STATE GRANTS	0	29,000	63,521	190,997
STATE SHARED REVENUES	0	0	0	175,976
HALF CENT SALES TAX	0	0	0	246,320
HALF CENT INFRASTRUCTURE SALES TAX	0	126,000	584,437	1,038,574
CHARGES FOR SERVICES	0	0	0	100,227
ALARM PERMIT VIOLATIONS	0	13,000	72,889	94,153
INTEREST ON INVESTMENTS	0		73,805	194,828
MISCELLANEOUS CONTRACTUAL REVENUE	0	43,000	22,000	118,383
UTILITY AUTHORITY TRANSFER	0	0	42,939	42,939
INTER-FUND TRANSFER	0	0	0	72,565
FUND BALANCE	0	0	0	1,717,432
REVENUE TOTALS	0	211,000	859,592	4,762,702

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2018/19 CONT'D

	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
EXPENDITURES:				
SALARIES AND BENEFITS	0	0	0	579,590
EXPENDITURES	0	0	0	876,609
CAPITAL	65,000	240,000	240,000	889,844
INFRASTRUCTURE SALES TAX (RESTRICTED)	0	0	584,437	1,038,574
GRANTS AND AIDS	0	0	0	(40,582)
NON-OPER. TRANSFER	0	0	0	1,418,667
EXPENDITURES TOTALS	65,000	240,000	824,437	4,762,702
PROJECTED REVENUE OVERAGE (SHORTAGE)	(65,000)	(29,000)	35,155	0

GENERAL FUND - REVENUE DETAIL

		2017/18 Budget	2017/18 Actual	Yr. Lapse 100%	2018/19 Budget	2018/19 Actual	Yr. Lapse 100%
Taxes							
311 10	Current Ad Valorem	$ 15,604,410	$ 15,686,319	100.52%	$ 16,485,272	$ 16,601,754	100.71%
311 15	Ad Valorem Adjustment Amount	(773,881)	(746,968)	96.52%	(824,264)	(790,560)	95.91%
311 20	Delinquent Ad Valorem	40,000	178,690	446.73%	35,000	12,097	34.56%
312 31	Local Option Gas Tax	1,100,000	1,249,176	113.56%	1,200,000	1,301,632	108.47%
312 32	New Local Option Gas Tax	825,000	880,242	106.70%	825,000	918,776	111.37%
314 10	Public Service Electricity	1,950,000	1,952,910	100.15%	2,000,000	2,348,280	117.41%
314 11	Electricity FPL	350,000	436,398	124.69%	400,000	433,683	108.42%
314 20	Telecommunications Tax	1,300,000	1,270,519	97.73%	1,215,000	1,182,550	97.33%
314 30	Public Service Water	425,000	428,688	100.87%	425,000	393,735	92.64%
314 30	Miscellaneous Taxes	0	643	0.00%	0	732	0.00%
	Total Taxes	$ 20,820,530	$ 21,336,618	102.48%	$ 21,761,008	$ 22,402,680	102.95%
Licenses and Permits							
321 20	Occupational Licenses	$ 275,000	$ 347,273	126.28%	$ 275,000	$ 299,030	108.74%
323 10	Planning & Zoning Fees	25,000	71,638	286.55%	40,000	69,110	172.78%
323 30	Amendments	15,000	104,988	699.92%	25,000	31,975	127.90%
323 60	Sign Fees	5,000	5,545	110.90%	5,000	10,190	203.80%
323 90	Miscellaneous	25,000	63,550	254.20%	25,000	42,603	170.41%
329 10	Animal Licenses	8,000	11,947	149.34%	8,000	10,383	129.79%
329 20	Lot Clearing Permits	2,000	582	29.08%	1,000	2,412	241.19%
329 92	Vendor Permit/Application Fees	5,000	1,275	25.50%	1,500	1,200	80.00%
329 93	Vendor Permit Fees	1,000	1,875	187.50%	1,000	987	98.75%
329 99	Other Licenses/Permits	500	2,063	412.60%	1,500	12,213	814.20%
	Total Licenses and Permits	$ 361,500	$ 610,736	168.94%	$ 383,000	$ 480,104	125.35%
Intergovernmental Revenues							
331 50	Federal Grants	$ 0	$ 2,169,941	0.00%	$ 0	$ 173,648	0.00%
334 50	State Grants	0	133,063	0.00%	0	17,349	0.00%
335 12	State Revenue Sharing	1,250,000	1,445,623	115.65%	1,350,000	1,525,976	113.04%
335 13	Half Cent Sales Tax	1,550,000	1,898,973	122.51%	1,750,000	1,996,320	114.08%
335 16	Half Cent Infrastructure Sales Tax	0	0	0.00%	0	1,038,574	0.00%
335 14	Mobile Home License	35,000	45,579	130.22%	35,000	47,214	134.90%
335 15	Beverage License	38,000	45,403	119.48%	38,000	51,267	134.91%
335 22	Casualty Premium Tax	260,000	367,113	141.20%	300,000	402,063	134.02%
335 41	Fuel Tax Refund	55,000	56,434	102.61%	55,000	47,095	85.63%
338 20	County Shared Occup. License	50,000	43,427	86.85%	50,000	55,542	111.08%
339 10	Payments in Lieu of Tax-Hsg Auth	21,000	0	0.00%	21,000	0	0.00%
	Total Intergovernmental Rev.	$ 3,259,000	$ 6,205,555	190.41%	$ 3,599,000	$ 5,355,047	148.79%

GENERAL FUND - REVENUE DETAIL

		2017/18 Budget	2017/18 Actual	Yr. Lapse 100%	2018/19 Budget	2018/19 Actual	Yr. Lapse 100%
Charges for Services							
341 30	Sale Maps and Publications	$ 100	$ 0	0.00%	$ 100	$ 110	110.00%
341 40	Certified Copying & Rec Search	20,000	39,767	198.83%	25,000	32,900	131.60%
341 41	Reproduction-City Hall	10,500	8,122	77.36%	10,500	15,073	143.55%
341 42	Application Fee	15,000	19,857	132.38%	15,000	20,335	135.57%
341 90	Investigative Surcharge	25,000	31,602	126.41%	25,000	28,003	112.01%
341 91	Jury Duty and Fees	100	84	84.00%	100	250	250.00%
341 92	Qualifying Fees	1,500	1,154	76.96%	0	50	0.00%
341 93	Data Processing Services	500	0	0.00%	100	0	0.00%
343 91	Lot Clearing-Admin. Charge	8,000	9,360	117.00%	8,000	9,955	124.44%
343 92	Rotation Towing-Admin. Charge	25,000	10,050	40.20%	25,000	27,466	109.86%
344 50	Parking Fines	5,000	31,779	635.58%	20,000	35,061	175.31%
344 51	Traffic Fines	0	30,071	0.00%	20,000	33,457	167.29%
347 40	Community Center/Bus. Social	55,000	77,490	140.89%	60,000	87,844	146.41%
347 42	Community Center Special Events	30,000	26,700	89.00%	30,000	26,871	89.57%
347 44	Community Center Rental Fees	25,000	27,213	108.85%	28,000	23,808	85.03%
347 48	Community Center Events	17,500	21,121	120.69%	17,500	21,138	120.79%
347 49	Community Center Other	5,000	7,918	158.36%	6,500	7,064	108.67%
347 92	Youth Activity Funds	6,500	40,430	621.99%	40,000	61,642	154.11%
	Total Charges for Services	$ 249,700	$ 382,717	153.27%	$ 330,800	$ 431,027	130.30%
Fines and Forfeitures							
351 10	Court Fines	$ 65,000	$ 5,666	8.72%	$ 45,000	$ 4,924	10.94%
351 30	Police Education	8,500	6,092	71.67%	8,500	5,993	70.50%
354 10	Alarm Permit Violations	2,000	131,847	6592.37%	50,000	144,153	288.31%
354 20	License Penalties	10,000	7,337	73.37%	10,000	9,738	97.38%
354 30	Animal Control	7,500	8,728	116.37%	7,500	2,703	36.04%
354 50	Property Code Violations	125,000	321,371	257.10%	125,000	191,947	153.56%
	Total Fines & Forfeitures	$ 218,000	$ 481,042	220.66%	$ 246,000	$ 359,458	146.12%
Miscellaneous Revenues							
361 10	Interest on Investments	$ 50,000	$ 34,625	69.25%	$ 60,000	$ 246,595	410.99%
361 33	Other Interest Earnings	15,000	155,011	1033.41%	30,000	38,233	127.44%
362 11	Anchor Carwash	1,440	0	0.00%	1,440	0	0.00%
362 13	Rent - Little Jim	24,894	25,168	101.10%	24,894	25,633	102.97%
362 13	Rent-Old City Hall	27,412	27,412	100.00%	0	4,569	0.00%
362 15	Misc. Rental	1,000	3,034	303.40%	2,000	2,784	139.20%

GENERAL FUND - REVENUE DETAIL

		2017/18 Budget	2017/18 Actual	Yr. Lapse 100%	2018/19 Budget	2018/19 Actual	Yr. Lapse 100%
Miscellaneous Revenues contd.							
363 10	Liens	10,000	14,644	146.44%	10,000	23,652	236.52%
363 30	Demolitions	2,000	0	0.00%	0	0	0.00%
363 40	Lot Clearing	5,000	17,797	355.94%	5,000	15,765	315.31%
363 50	Interest on Assessments	100	21	20.57%	100	1	0.93%
364 60	Emergency Repair Liens	1,000	15,005	1500.49%	2,500	11,464	458.55%
364 41	Sales of Surplus Equipment	0	0	0.00%	0	17,175	0.00%
365 10	Sale of Scrap	0	0	0.00%	0	517	0.00%
366 90	Other Contributions/Donations	500	133,751	26750.20%	500	40,700	8140.00%
366 91	Other Contributions/Community E\	0	0	0.00%	0	5,308	0.00%
367 00	Gain/Loss on Sale of Investments	5,000	(298)	-5.97%	5,000	3,507	70.14%
369 31	Reimbursement of Expenditures	125,000	135,893	108.71%	125,000	144,209	115.37%
369 32	Purchasing Card Rebate	50,000	52,051	104.10%	50,000	53,165	106.33%
369 34	Wellness Program	1,500	2,588	172.50%	1,500	1,690	112.67%
	Reimbursement Contractual Services						
369 41	Marina	0	0	0.00%	0	0	0.00%
369 43	Community Dev. Block Grant	0	0	0.00%	0	14,640	0.00%
369 45	Stormwater	860,000	494,226	57.47%	700,000	547,963	78.28%
369 46	Golf Course	33,000	33,000	100.00%	33,000	33,000	100.00%
369 47	Sunrise Theatre	33,000	33,000	100.00%	33,000	33,000	100.00%
369 49	Accidents	2,500	0	0.00%	2,500	0	0.00%
369 50	Other Misc Revenues	5,000	4,117	82.34%	5,000	3,770	75.39%
	Administrative Reimbursement						
369 51	Ft. Pierce Redevelopment Agcy	125,000	125,000	100.00%	145,000	213,500	147.24%
369 52	Marina	45,000	45,000	100.00%	45,000	45,000	100.00%
369 53	Solid Waste	80,000	80,000	100.00%	80,000	80,000	100.00%
369 54	Utilities Authority	0	2,435	0.00%	0	2,290	0.00%
369 55	Retirement & Benefit System	150,000	150,000	100.00%	160,000	160,000	100.00%
369 59	Police Department/Detail Work	45,000	26,836	59.64%	60,000	73,947	123.24%
369 61	Building Department	115,000	115,000	100.00%	115,000	115,000	100.00%
	Other Miscellaneous Reimbursements						
369 57	St. Lucie County	30,000	(13)	-0.04%	15,000	10,396	69.30%
369 60	State of Florida	380,000	478,621	125.95%	475,000	497,964	104.83%
369 71	Keep Ft. Pierce Beautiful	15,000	16,000	106.67%	15,000	16,000	106.67%
369 85	Settlement of Claims	25,000	43,821	175.28%	25,000	49,334	197.33%
369 90	Other Misc. Revenues	5,000	3,553	71.05%	5,000	5,079	101.58%
	Total Miscellaneous Revenues	$ 2,268,346	$ 2,267,298	99.95%	$ 2,231,434	$ 2,535,847	113.64%

GENERAL FUND - REVENUE DETAIL

		2017/18 Budget	2017/18 Actual	Yr. Lapse 100%	2018/19 Budget	2018/19 Actual	Yr. Lapse 100%
Interfund Transfers							
381 23	Transfer from Special Revenue	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 89	Restricted Fund	0	15,617	0.00%	300,000	600,000	200.00%
381 91	FPRA Debt Services	2,683,710	2,783,938	103.73%	2,660,947	2,665,946	100.19%
381 92	Debt Service Fund	0	0	0.00%	0	3,441	0.00%
	Total Interfund Transfers	$ 2,683,710	$ 2,799,555	104.32%	$ 2,960,947	$ 3,269,387	110.42%
Contribution from Enterprise Funds							
382 10	Electricity	$ 3,914,520	$ 3,889,934	99.37%	$ 4,037,550	$ 4,021,268	99.60%
382 20	Water	1,031,820	1,012,680	98.15%	990,072	1,059,958	107.06%
382 30	Gas	256,830	256,840	100.00%	255,561	263,834	103.24%
382 40	Sewer	756,360	796,260	105.28%	768,120	776,986	101.15%
382 41	UA Other	3,318	182,931	5513.29%	31,212	3,408	10.92%
382 50	Solid Waste Transfer	800,000	860,925	107.62%	800,000	872,565	109.07%
382 60	Marina Transfer	250,000	250,000	100.00%	250,000	250,000	100.00%
382 90	Golf Course Transfer	28,000	7,000	25.00%	28,000	0	0.00%
382 91	Building Transfer	0	5,277	0.00%	0	5,387	0.00%
	Total Contribution from Enterprise F	$ 7,040,848	$ 7,261,847	103.14%	$ 7,160,515	$ 7,253,406	101.30%
Other Financing Sources							
382 10	Capital Lease Proceeds	$ 0	$ 1,865,490	0.00%	$ 0	$ 467,928	0.00%
	Other Financing Sources	$ 0	$ 1,865,490	0.00%	$ 0	$ 467,928	0.00%
	Total Revenue	$ 36,901,634	$ 43,210,857	117.10%	$ 38,672,704	$ 42,554,883	110.04%
	Appropriated Fund Balance	584,565	0	0.00%	836,909	1,717,432	205.21%
	Restricted Revenue	(600,000)	600,000	100.00%	(600,000)	600,000	100.00%
	Unrestricted Fund Balance	0	0	0.00%	0	0	0.00%
TOTAL GENERAL FUND RESOURCES		**$ 36,886,199**	**$ 42,610,857**	**115.52%**	**$ 38,909,613**	**$ 43,672,315**	**112.24%**

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
City Commission							
10 00	Personnel Services	$ 198,708	$ 198,363	99.83%	$ 206,106	$ 206,801	100.34%
	Operating Expense	40,500	50,259	124.10%	40,500	44,284	109.34%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 239,208	$ 248,623	103.94%	$ 246,606	$ 251,086	101.82%
City Manager							
13 00	Personnel Services	$ 496,509	$ 500,256	100.75%	$ 679,725	$ 671,937	98.85%
	Operating Expense	70,594	68,800	97.46%	88,175	94,060	106.67%
	Capital Outlay	0	0	0.00%	0	2,965	0.00%
		$ 567,103	$ 569,056	100.34%	$ 767,900	$ 768,962	100.14%
City Attorney							
14 00	Personnel Services	$ 574,998	$ 556,748	96.83%	$ 578,864	$ 444,050	76.71%
	Operating Expense	150,700	156,881	104.10%	89,000	186,903	210.00%
	Capital Outlay	0	0	0.00%	0	1,601	0.00%
		$ 725,698	$ 713,629	98.34%	$ 667,864	$ 632,555	94.71%
City Clerk							
16 00	Personnel Services	$ 297,811	$ 269,632	90.54%	$ 290,653	$ 264,830	91.12%
	Operating Expense	33,115	39,228	118.46%	33,115	41,531	125.41%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 330,926	$ 308,860	93.33%	$ 323,768	$ 306,361	94.62%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Human Resources							
22 00	Personnel Services	$ 408,782	$ 438,348	107.23%	$ 362,854	$ 356,095	98.14%
	Operating Expense	83,253	108,405	130.21%	72,878	72,926	100.07%
	Capital Outlay	0	0	0.00%	0	1,984	0.00%
		$ 492,035	$ 546,753	0.00%	$ 435,732	$ 431,005	98.92%
Finance							
24 00	Personnel Services	$ 783,899	$ 811,992	103.58%	$ 833,102	$ 837,295	100.50%
	Operating Expense	49,800	38,937	78.19%	52,800	43,990	83.31%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 833,699	$ 850,930	102.07%	$ 885,902	$ 881,285	99.48%
Information Technology							
25 00	Personnel Services	$ 590,164	$ 601,766	101.97%	$ 651,390	$ 523,732	80.40%
	Operating Expense	533,150	488,299	91.59%	533,150	561,686	105.35%
	Capital Outlay	6,000	4,795	79.91%	6,000	13,269	221.16%
		$ 1,129,314	$ 1,094,859	96.95%	$ 1,190,540	$ 1,098,687	92.28%
Purchasing							
26 00	Personnel Services	$ 231,089	$ 206,230	89.24%	$ 293,976	$ 245,106	83.38%
	Operating Expense	27,362	29,832	109.03%	28,762	28,374	98.65%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 258,451	$ 236,062	0.00%	$ 322,738	$ 273,480	84.74%
Planning							
29 01	Personnel Services	$ 448,846	$ 422,278	94.08%	$ 465,559	$ 454,728	97.67%
	Operating Expense	56,400	59,398	105.32%	101,400	79,117	78.02%
	Capital Outlay	0	808	0.00%	0	0	0.00%
		$ 505,246	$ 482,484	95.49%	$ 566,959	$ 533,845	94.16%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Community Response/Code Enforcement							
29 03	Personnel Services	$ 611,576	$ 644,219	105.34%	$ 720,127	$ 698,687	97.02%
	Operating Expense	337,085	497,901	147.71%	337,085	496,562	147.31%
	Capital Outlay	0	542	0.00%	0	11,247	0.00%
		$ 948,661	$ 1,142,662	120.45%	$ 1,057,212	$ 1,206,496	114.12%
Police							
Combined	Personnel Services	$ 12,286,763	$ 12,327,914	100.33%	$ 12,554,248	$ 13,586,767	108.22%
	Operating Expense	1,721,405	1,547,835	89.92%	1,721,405	1,585,916	92.13%
	Capital Outlay	0	321,658	0.00%	0	203,070	0.00%
		$ 14,008,168	$ 14,197,407	101.35%	$ 14,275,653	$ 15,375,752	107.71%
Public Works/Director							
40 02	Personnel Services	$ 61,228	$ 81,056	132.38%	$ 63,252	$ 56,475	89.29%
	Operating Expense	35,000	39,047	111.56%	35,000	77,493	221.41%
	Capital Outlay	0	10,627	0.00%	0	879	0.00%
		$ 96,228	$ 130,730	135.85%	$ 98,252	$ 134,846	137.25%
Public Works/Fleet Maintenance							
40 03	Personnel Services	$ 556,049	$ 571,654	102.81%	$ 551,437	$ 700,535	127.04%
	Operating Expense	33,950	23,497	69.21%	33,950	45,554	134.18%
	Capital Outlay	0	0	0.00%	0	2,498	0.00%
		$ 589,999	$ 595,151	100.87%	$ 585,387	$ 748,586	127.88%
Public Works/Facilities Maintenance							
40 04	Personnel Services	$ 632,759	$ 611,050	96.57%	$ 655,603	$ 589,134	89.86%
	Operating Expense	315,750	502,355	159.10%	365,750	484,508	132.47%
	Capital Outlay	0	26,777	0.00%	0	34,710	0.00%
		$ 948,509	$ 1,140,182	120.21%	$ 1,021,353	$ 1,108,351	108.52%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Public Works/Parks & Grounds							
40 05	Personnel Services	$ 1,268,703	$ 1,346,289	106.12%	$ 1,385,814	$ 1,393,530	100.56%
	Operating Expense	757,200	760,835	100.48%	757,200	781,523	103.21%
	Capital Outlay	0	14,469	0.00%	0	25,452	0.00%
		$ 2,025,903	$ 2,121,593	104.72%	$ 2,143,014	$ 2,200,505	102.68%
Public Works/Streets & Drainage							
4006	Personnel Services	$ 992,099	$ 916,740	92.40%	$ 973,219	$ 902,039	92.69%
	Operating Expense	811,450	1,136,052	140.00%	811,450	1,021,018	125.83%
	Capital Outlay	0	0	0.00%	0	11,275	0.00%
		$ 1,803,549	$ 2,052,792	113.82%	$ 1,784,669	$ 1,934,332	108.39%
Engineering							
44 00	Personnel Services	$ 774,856	$ 784,962	101.30%	$ 822,081	$ 777,381	94.56%
	Operating Expense	448,891	211,021	47.01%	471,630	445,266	94.41%
	Capital Outlay	0	100	0.00%	0	0	0.00%
		$ 1,223,747	$ 996,082	81.40%	$ 1,293,711	$ 1,222,647	94.51%
Riverwalk Center							
4504	Personnel Services	$ 122,952	$ 123,646	100.56%	$ 231,786	$ 156,656	67.59%
	Operating Expense	48,250	163,589	339.04%	98,250	196,640	200.14%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 171,202	$ 287,235	167.78%	$ 330,036	$ 353,295	107.05%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Administrative							
60 00	Personnel Services	$ 423,684	$ 483,253	114.06%	$ 471,342	$ 504,951	107.13%
	Operating Expense	4,062,384	4,463,208	109.87%	4,661,178	4,921,939	105.59%
	Capital Outlay	525,000	2,341,769	446.05%	825,000	1,411,894	171.14%
	Grants and Aid	240,000	260,475	108.53%	255,000	214,418	84.09%
	Non-Oper. Transfer	4,737,484	4,529,422	95.61%	4,699,797	7,157,037	152.28%
		$ 9,988,553	$ 12,078,126	120.92%	$ 10,912,317	$ 14,210,239	130.22%
All Departments							
	Personnel Services	$ 21,761,475	$ 21,896,394	100.62%	$ 22,791,138	$ 23,370,728	102.54%
	Operating Expense	9,616,239	10,385,379	108.00%	10,332,678	11,209,287	108.48%
	Capital Outlay	531,000	2,721,545	512.53%	831,000	1,720,844	207.08%
	Grants and Aid	240,000	260,475	108.53%	255,000	214,418	84.09%
	Non-Oper. Transfer	4,737,484	4,529,422	95.61%	4,699,797	7,157,037	152.28%
TOTAL GENERAL FUND EXPENDITURES		**$ 36,886,199**	**$ 39,793,215**	**107.88%**	**$ 38,909,613**	**$ 43,672,315**	**112.24%**

Fund Title: FPRA				Department: FPRA		
Fund/Division Number:				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Taxes						
311 10 Ad Valorem Taxes	$ 5,240,683	$ 5,798,627	110.65%	$ 6,306,127	$ 6,321,663	100.25%
Total Taxes	$ 5,240,683	$ 5,798,627	110.65%	$ 6,306,127	$ 6,321,663	100.25%
Licenses and Permits						
329 20 Lot Clearing	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Licenses and Permits	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Intergovernmental						
334 90 EPA Brownfield	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
347 54 Marina Dockage	0	11,202	0.00%	0	5,983	0.00%
384 90 Other State Grants	0	0	0.00%	0	0	0.00%
Total Intergovernmental	$ 0	$ 11,202	0.00%	$ 0	$ 5,983	0.00%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 500	$ 8,807	1761.46%	$ 500	$ 7,746	1549.24%
362 14 Leases	170,000	205,697	121.00%	170,000	221,690	130.41%
363 10 Liens	1,000	0	0.00%	500	157	31.35%
366 90 FPAT	0	0	0.00%	0	0	0.00%
369 31 Reimburse - Expenditures	9,000	8,528	94.76%	5,000	5,374	107.48%
369 40 Reimburse - Contract Svcs.	0	654	0.00%	0	176	0.00%
369 31 Other Misc. Revenues	2,000	149	7.43%	2,000	460,782	23039.11%
388 10 Sale of Land	0	0	0.00%	0	0	0.00%
Total Miscellaneous Revenues	$ 182,500	$ 223,835	122.65%	$ 178,000	$ 695,925	390.97%
Transfers						
381 01 Transfer from General Fund	$ 550,967	$ 274,994	49.91%	$ 0	$ 0	0.00%
Total Transfers	$ 550,967	$ 274,994	49.91%	$ 0	$ 0	0.00%
Total Revenues	**$ 5,974,150**	**$ 6,308,658**	105.60%	**$ 6,484,127**	**$ 7,023,572**	108.32%
Prior Year Carry-Overs Operating	0	0	0.00%	0	0	0.00%
TOTAL RESOURCES	**$ 5,974,150**	**$ 6,308,658**	105.60%	**$ 6,484,127**	**$ 7,023,572**	108.32%

Fund Title: FPRA				Department: FPRA		
Fund/Division Number:				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Operating Expense	313,000	328,378	104.91%	492,261	818,151	166.20%
Total Capital Outlay	0	87,469	0.00%	0	81,091	0.00%
Total Grants - Programs & Projects	20,000	1,204	6.02%	370,000	68,503	18.51%
Total Transfers	5,641,150	5,802,501	102.86%	5,621,866	5,626,866	100.09%
TOTAL APPROPRIATIONS	**$ 5,974,150**	**$ 6,219,552**	104.11%	**$ 6,484,127**	**$ 6,594,611**	101.70%

Fund Title: Urban Redevelopment				Department: CDBG, SHIP, NSP		
Fund/Division Number:				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
CDBG REVENUE						
331 50 Disaster Relief	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
331 90 Entitlement Grant	477,456	365,808	76.62%	549,380	455,509	82.91%
331 92 Program Income	5,000	0	0.00%	5,000	10,123	202.46%
369 90 Miscellaneous Revenue	0	19,368	0.00%	0	20,000	0.00%
361 39 Other Interest Earnings	1,000	12,968	1296.79%	1,000	22,413	2241.28%
369 31 Reimb. of Expenditures	3,918	925	23.61%	3,918	38	0.97%
369 41 Contractual Svcs./CDBG	0	26,353	0.00%	0	0	0.00%
Carry Over Funding	458,164	0	0.00%	309,940	0	0.00%
TOTAL REVENUE	$ 945,538	$ 425,421	44.99%	$ 869,238	$ 508,082	58.45%
TRANSFERS						
369 41 Contractual Svc./CBDG	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 05 Transfer from FPRA	0	14,350	0.00%	0	0	0.00%
381 10 Transfer from General	25,177	0	0.00%	25,177	0	0.00%
TOTAL TRANSFERS	$ 25,177	$ 14,350	0.00%	$ 25,177	$ 0	0.00%
TOTAL CDBG REVENUE	**$ 970,715**	**$ 439,771**	**45.30%**	**$ 894,415**	**$ 508,082**	**56.81%**

Fund Title: Department of Urban Redevelopment Fund/Division Number:				CDBG, SHIP, NSP			
		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
CDBG Department							
Administrative							
10 10	Personnel Services	$ 164,767	$ 136,141	82.63%	$ 163,965	$ 96,924	59.11%
34 90	Administrative-Contractual	0	0	0.00%	0	0	0.00%
49 60	Administrative Expenses	91,374	28,693	31.40%	11,911	53,082	445.66%
Rehabilitation Department							
83 10	Housing Rehabilitation	$ 20,000	$ 17,859	89.29%	$ 20,000	$ 13,928	69.64%
83 30	Senior Citizens Housing	0	6,272	0.00%	0	1,284	0.00%
83 40	Other Grants & Aids	0	10	0.00%	0	10	0.00%
83 42	Historic	0	0	0.00%	0		0.00%
83 45	Weatherization	20,000	20,000	100.00%	20,000	20,000	100.00%
83 82	Code Enforcement	0	0	0.00%	0		0.00%
Economic Development							
83 80	Lincoln Park Mainstreet	$ 50,000	$ 50,000	100.00%	$ 50,000	$ 50,000	100.00%
83 80	Fort Pierce Mainstreet	50,000	50,000	100.00%	50,000	50,000	100.00%
83 83	Micro -Bus/Economic Development	60,000	54,961	91.60%	30,000	26,152	87.17%
83 83	Lincoln Park/Orange Ave. Bus Dev	70,000	1,960	2.80%	70,000	916	1.31%
83 86	Local Art/Cultural Heritage	30,000	28,939	96.46%	33,422	38,970	116.60%
86 86	FPAT	0	0	0.00%	20,000	0	0.00%
83 87	Commercial Facades	0	18,788	0.00%	50,000	5,500	11.00%
Public Service							
83 97	Public Facility Improvements	$ 20,000	$ 13,346	66.73%	$ 20,000	$ 3,860	19.30%
83 97	Public Amenities	0	2,606	0.00%	0	0	0.00%
83 98	Youth and Children Projects	70,000	69,243	98.92%	80,000	74,793	93.49%
	Total CDBG	**$ 646,141**	**$ 498,816**	**77.20%**	**$ 619,298**	**$ 435,418**	**70.31%**
Prior Grants-Programs & Projects							
83 10	Housing Rehabilitation (Roll-over)	$ 14,700	$ 0	0.00%	$ 18,000	$ 0	0.00%
83 41	Commercial Facades (Roll-over)	30,000	0	0.00%	25,000	0	0.00%
83 30	Senior Citizen Housing/Security	37,500	0	0.00%	30,000	0	0.00%
83 82	Code Enforcement	0	0	0.00%	0	0	0.00%
83 83	Micro-Bus/Economic Development	60,000	0	0.00%	48,000	0	0.00%
83 85	Community Focal Point	0	0	0.00%	0	0	0.00%
83 86	Local Art/Cultural Heritage	17,000	0	0.00%	30,000	0	0.00%
83 98	Public Service	45,000	1,100	2.44%	45,000	0	0.00%
83 99	Weatherization	0	0	0.00%	0	0	0.00%
83 99	Infrastructure Improvements	33,374	0	0.00%	30,000	0	0.00%
83 99	Playground Equipment (Roll Over)	12,000	0	0.00%	23,940	0	0.00%
	Administrative Expenses	75,000	0	0.00%	0	0	0.00%
	Total Roll-Over Expenditures	**$ 324,574**	**$ 1,100**	**0.34%**	**$ 249,940**	**$ 0**	**0.00%**

Fund Title: Department of Urban Redevelopment Fund/Division Number:				CDBG, SHIP, NSP		
		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Capital							
63 10	Road & Bridge Improvements	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
63 20	Other Improvements	0	0	0.00%	0	27,835	0.00%
64 45	Other Equipment	0	19,486	0.00%	0	15,207	0.00%
99 99	Unencumbered	0	0	0.00%	0	0	0.00%
	Total Capital	**$ 0**	**$ 19,486**	0.00%	**$ 0**	**$ 43,042**	0.00%
	TOTAL CDBG APPROPRIATIONS	**$ 970,715**	**$ 519,402**	**53.51%**	**$ 869,238**	**$ 478,460**	**55.04%**
SHIP REVENUES							
344 90	SHIP	$ 260,000	$ 185,444	71.32%	$ 73,000	$ 73,063	100.09%
334 50	Program Income	40,000	200	0.50%	40,000	0	0.00%
361 10	Interest on Investments	500	5,631	1126.19%	500	2,585	517.06%
369 90	Other Misc. Revenues	0	6,000	0.00%	0	0	0.00%
381 90	Program Income HHR	0	0	0.00%	0	680,082	0.00%
	Carry Over Funding	430,974	0	0.00%	280,000	0	0.00%
	Total SHIP Revenue	**$ 731,474**	**$ 197,275**	**26.97%**	**$ 393,500**	**$ 755,730**	**192.05%**
SHIP EXPENDITURES							
Total Operating Expenses		$ 25,000	$ 52,603	210.41%	$ 25,000	$ 1,425	5.70%
Total Grants-Programs &Projects		706,474	424,521	60.09%	368,500	565,904	153.57%
	TOTAL SHIP APPROPRIATIONS	**$ 731,474**	**$ 477,124**	**65.23%**	**$ 393,500**	**$ 567,328**	**144.17%**

Fund Title: Urban Redevelopment				Department: Grant Administration		
Fund/Division Number:				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Intergovernmental						
334 50 Program Income	$ 0	$ 71,874	0.00%	$ 0	$ 41,392	0.00%
Total Intergovernmental	$ 0	$ 71,874	0.00%	$ 0	$ 41,392	0.00%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 250	$ 11,889	4755.61%	$ 250	$ 3,674	1469.50%
361 38 HHRP Loan	20,000	957	4.79%	20,000	576	2.88%
362 30 Miscellaneous	0	0	0.00%	0	1,000	0.00%
369 33 Escrow Reimbursement	0	0	0.00%	0	0	0.00%
369 40 Contractual Svcs. /Allegany(AFM)	62,250	43,500	69.88%	43,500	59,250	136.21%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
Carry Forward Funding	160,000	0	0.00%	150,000	0	0.00%
Total Miscellaneous Revenues	$ 242,500	$ 56,346	23.24%	$ 213,750	$ 64,500	30.18%
Interfund Transfer						
381 10 General Fund	$ 27,000	$ 0	0.00%	$ 45,000	$ 0	0.00%
Total Interfund Transfers	$ 27,000	$ 0	0.00%	$ 45,000	$ 0	0.00%
Total Revenues	**$ 269,500**	**$ 128,220**	47.58%	**$ 258,750**	**$ 105,892**	40.92%
TOTAL RESOURCES	**$ 269,500**	**$ 128,220**	47.58%	**$ 258,750**	**$ 105,892**	40.92%

Fund Urban Redevlopment Fund/Division Number:			Department: Grant Administration Division:			
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 88,466	$ 103,695	0.00%	$ 88,235	$ 119,561	135.50%
Total Operating Expense	181,034	4,148	2.29%	170,515	1,263	0.74%
Total Capital Outlay	0	0	0.00%	0	0	0.00%
Total Grants - Private Orgs.	0	0	0.00%	0	0	0.00%
Total Grants - Programs & Projects	0	0	0.00%	0	0	0.00%
Total Transfers	0	0	0.00%	0	680,082	0.00%
TOTAL APPROPRIATIONS	**$ 269,500**	**$ 107,843**	40.02%	**$ 258,750**	**$ 800,905**	309.53%

CITY OF FORT PIERCE

MARINA FUND (401)

OPERATING STATEMENT

SEPTEMBER 30, 2019

4TH QUARTER-SEPT'18 to 4TH QUARTER-SEPT '19 COMPARISON

	4TH QUARTER 9/30/2018	4TH QUARTER 9/30/2019
OPERATING INCOME		
CHARGES FOR SERVICES	$ 1,702,857	$ 1,752,604
MISCELLANEOUS	1,932,280	1,740,663
GRANTS	175,713	(22,575)
TOTAL OPERATING INCOME	$ 3,810,849	$ 3,470,692
OPERATING EXPENSES		
PERSONAL SERVICES	$ 386,095	$ 423,046
ADMINISTRATIVE CHARGES	128,622	130,100
CONTRACTUAL FEES	394,309	213,225
UTILITIES	140,771	134,560
COST OF GOODS SOLD	1,125,027	1,009,568
DEPRECIATION	1,119,996	1,117,618
OTHER OPERATING EXPENSES	616,600	910,708
TOTAL OPERATING EXPENSES	$ 3,911,420	$ 3,938,825
NET OPERATING INCOME (LOSS)	($100,571)	($468,133)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 9,624	$ 10,875
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
	$ 9,624	$ 10,875
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 442,178	$ 362,328
OTHER NON-OPERATING EXPENSES	23,609	19,106
TRANSFER-OUT	250,000	250,000
TOTAL NON-OPERATING EXPENSES	$ 715,787	$ 631,434
NET NON-OPERATING INCOME (LOSS)	($706,163)	($620,559)
NET INCOME (LOSS)	($806,734)	($1,088,692)

Fund Title: Marina				Department: Marina		
Fund/Division Number:				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Grants						
331 50 Disaster Relief/Federal	$0	$ 175,713	0.00%	$0	$ 0	0.00%
334 39 Physical Environmental Grant	773,850	0	0.00%	100,000	(22,575)	-22.57%
334 50 Disaster Relief	0	0	0.00%	0	0	0.00%
Total Grants	$ 773,850	$ 175,713	22.71%	$ 100,000	($22,575)	-22.57%
Charges for Services						
347 54 Dockage	$ 830,652	$ 1,191,087	143.39%	$ 1,000,000	$ 1,213,253	121.33%
347 55 Transient Dockage	664,348	511,770	77.03%	500,000	539,350	107.87%
Total Charges for Services	$ 1,495,000	$ 1,702,857	113.90%	$ 1,500,000	$ 1,752,604	116.84%
Miscellaneous Revenue						
361 10 Interest Earnings	$ 5,000	$ 9,624	192.48%	$ 5,000	$ 10,782	215.63%
361 33 Other Interest Earnings	0	0	0.00%	0	94	0.00%
362 14 Leases	34,000	10,286	30.25%	8,762	10,097	115.23%
362 15 Tiki Lease	210,000	221,948	105.69%	133,000	131,180	98.63%
369 31 Reimbursement of Expenditures	0	0	0.00%	0	0	0.00%
369 70 Events	10,000	0	0.00%	0	0	0.00%
369 85 Settlement of Claims	0	400	0.00%	0	0	0.00%
369 90 Other Misc. Revenues	10,000	6,942	69.42%	7,500	16,926	225.68%
369 91 Gas and Oil Sales	880,000	1,237,730	140.65%	950,000	1,132,565	119.22%
369 92 Electric Utility Sales	135,000	149,084	110.43%	150,000	165,932	110.62%
369 93 Utility Fees	22,000	23,578	107.17%	21,000	21,230	101.09%
369 94 Soda, Candy & Ice Sales	185,000	190,540	102.99%	200,000	176,273	88.14%
369 96 Late Payment Charges	2,000	3,298	164.92%	3,000	3,702	123.39%
369 97 Live Aboards	43,000	71,658	166.65%	46,000	67,234	146.16%
369 98 Other Miscellaneous Revenues	11,000	16,815	152.87%	12,000	15,524	129.37%
Total Miscellaneous Revenue	$ 1,547,000	$ 1,941,904	125.53%	$ 1,536,262	$ 1,751,538	114.01%
Total Revenue	$ 3,815,850	$ 3,820,473	100.12%	$ 3,136,262	$ 3,481,567	111.01%
Appropriated Retained Earnings	317,790	0	0.00%	797,594	0	0.00%
TOTAL RESOURCES	**$ 4,133,640**	**$ 3,820,473**	92.42%	**$ 3,933,856**	**$ 3,481,567**	88.50%

Fund Title: Marina				Department: Marina		
Fund/Division Number:				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 510,094	$ 386,095	75.69%	$ 474,129	$ 423,046	89.23%
Total Operating Expense	3,183,437	3,525,325	110.74%	3,305,546	3,515,779	106.36%
Total Capital Outlay	702,675	447,809	63.73%	429,500	618,881	144.09%
Total Debt Service	451,123	442,178	98.02%	439,847	362,328	82.38%
Total Non-Operating Expenses	404,831	273,609	67.59%	404,830	269,106	66.47%
TOTAL APPROPRIATIONS	**$ 5,252,160**	**$ 5,075,016**	96.63%	**$ 5,053,852**	**$ 5,189,140**	102.68%

CITY OF FORT PIERCE

SOLID WASTE FUND (402)

OPERATING STATEMENT

SEPTEMBER 30, 2019

4TH QUARTER-SEPT'18 to 4TH QUARTER-SEPT '19 COMPARISON

	4TH QUARTER 9/30/2018	4TH QUARTER 9/30/2019
OPERATING INCOME		
CHARGES FOR SERVICES	$ 7,528,954	$ 7,608,302
MISCELLANEOUS	0	40,254
GRANTS	0	0
TOTAL OPERATING INCOME	$ 7,528,954	$ 7,648,556
OPERATING EXPENSES		
PERSONAL SERVICES	$ 2,003,512	$ 2,006,378
ADMINISTRATIVE CHARGES	267,200	267,200
LANDFILL CHARGES	1,836,500	1,803,501
CONTRACTUAL	632,903	690,564
DEPRECIATION	232,319	487,626
OTHER OPERATING EXPENSES	1,116,066	1,281,804
TOTAL OPERATING EXPENSES	$ 6,088,501	$ 6,537,074
NET OPERATING INCOME (LOSS)	$ 1,440,453	$ 1,111,482
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 9,961	$ 10,170
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	268,720	0
TOTAL NON-OPERATING REVENUES	$ 278,681	$ 10,170
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	$ 0	$ 0
TRANSFER-OUT	860,925	872,565
TOTAL NON-OPERATING EXPENSES	$ 860,925	$ 872,565
NET NON-OPERATING INCOME (LOSS)	($582,244)	($862,395)
NET INCOME (LOSS)	$ 858,209	$ 249,087

Fund Title: Solid Waste Fund				Department: Solid Waste		
Fund/Division Number: 402-0000				Division:		
	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Charges for Services						
343 40 Residential Service	$ 2,600,000	$ 3,171,863	121.99%	$ 3,200,000	$ 3,211,838	100.37%
343 41 Commercial Service	3,200,000	3,854,724	120.46%	3,900,000	3,894,767	99.87%
343 43 Commercial Trash	100,000	101,291	101.29%	115,000	101,291	88.08%
343 44 Recycling	300,000	384,516	128.17%	345,000	390,521	113.19%
343 45 Other Income	1,000	0	0.00%	1,000	0	0.00%
343 46 Recycling Program	18,000	16,559	91.99%	18,000	9,886	54.92%
Total Charges for Services	$ 6,219,000	$ 7,528,954	121.06%	$ 7,579,000	$ 7,608,302	100.39%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 4,000	$ 9,961	249.02%	$ 4,000	$ 10,170	254.25%
361 20 Sale of Surplus	0	0	0.00%	0	0	0.00%
364 41 Other Contirbutions/Donations	0	268,720	0.00%	0	39,734	0.00%
369 90 Miscellaneous Revenues	0	0	0.00%	0	520	0.00%
Total Miscellaneous Revenue	$ 4,000	$ 278,681	6967.03%	$ 4,000	$ 50,424	1260.59%
Total Revenues	$ 6,223,000	$ 7,807,635	125.46%	$ 7,583,000	$ 7,658,726	101.00%
Appropriated Retained Earnings	563,166	0	0.00%	(419,775)	0	0.00%
TOTAL RESOURCES	**$ 6,786,166**	**$ 7,807,635**	115.05%	**$ 7,163,225**	**$ 7,658,726**	106.92%

Fund Title:	Solid Waste Fund	Department:	Solid Waste
Fund/Division Number:	402-4200-534	Division:	

	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 2,153,142	$ 2,003,512	93.05%	$ 2,517,116	$ 2,006,378	79.71%
Total Operating Expense	3,574,783	4,084,988	114.27%	3,604,783	4,530,696	125.69%
Total Capital Outlay	152,000	546,298	359.41%	150,000	843,643	562.43%
Total Non-Operating Expense	1,193,659	860,925	72.12%	1,178,744	872,565	74.02%
TOTAL APPROPRIATIONS	**$ 7,073,584**	**$ 7,495,724**	105.97%	**$ 7,450,643**	**$ 8,253,282**	110.77%

CITY OF FORT PIERCE

GOLF COURSE (405)

OPERATING STATEMENT

SEPTEMBER 30, 2019

4TH QUARTER-SEPT '18 to 4TH QUARTER-SEPT '19 COMPARISON

	4TH QUARTER 9/30/2018	4TH QUARTER 9/30/2019
OPERATING INCOME		
CHARGES FOR SERVICES	$ 908,122	$ 962,828
MISCELLANEOUS	219,136	187,940
GRANTS	0	0
TOTAL OPERATING INCOME	$ 1,127,258	$ 1,150,768
OPERATING EXPENSES		
PERSONAL SERVICES	$ 154,923	$ 202,851
ADMINISTRATIVE CHARGES	58,110	59,853
CONTRACTUAL FEES	219,201	704,407
UTILITIES	53,800	49,544
COST OF GOODS SOLD	79,630	168,149
DEPRECIATION	134,671	135,347
OTHER OPERATING EXPENSES	859,440	257,194
TOTAL OPERATING EXPENSES	$ 1,559,775	$ 1,577,346
NET OPERATING INCOME (LOSS)	($432,517)	($426,578)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 132	$ 2,429
TRANSFER FROM OTHER FUNDS	358,000	0
OTHER NON-OPERATING REVENUES	0	600
TOTAL NON-OPERATING REVENUES	$ 358,132	$ 3,029
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	$ 0	$ 0
TRANSFER-OUT	7,000	0
TOTAL NON-OPERATING EXPENSES	$ 7,000	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 351,132	$ 3,029
NET INCOME (LOSS)	($81,385)	($423,549)

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405 0000	Division:	

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Charges for Services							
347 20	Membership Dues	$ 2,500	$ 24,540	981.60%	$ 3,500	$ 30,242	864.05%
347 22	Other Memberships	28,000	892	3.19%	35,000	1,372	3.92%
347 24	Golf Fees	1,117,438	944,945	84.56%	1,100,000	919,447	83.59%
347 25	Driving Range	30,000	18,231	60.77%	28,000	23,049	82.32%
347 26	Adjustment Golf Fees	0	(80,485)	0.00%	0	(11,282)	0.00%
	Total Charges for Services	$ 1,177,938	$ 908,122	77.09%	$ 1,166,500	$ 962,828	82.54%
Miscellaneous Revenue							
361 10	Interest Earnings	$ 250	$ 132	52.65%	$ 250	$ 2,429	971.48%
369 25	Pro Shop Merchandise	40,000	71,952	179.88%	85,000	79,941	94.05%
369 31	Reimb. Of Expeditures	0	7,622	0.00%	0	6,433	0.00%
369 80	Food	24,000	18,815	78.39%	25,000	22,606	90.42%
369 85	Settlement of Claims	0	48,984	0.00%	0	0	0.00%
369 89	Packaged Sales	36,500	40,621	111.29%	45,000	48,693	108.21%
369 90	Misc Revenues	5,000	9,464	189.29%	10,000	5,390	53.90%
369 94	Snacks & Beverages	20,000	22,095	110.48%	25,000	23,453	93.81%
369 98	Other Misc Revenues	0	(418)	0.00%	0	2,025	0.00%
	Total Miscellaneous Revenue	$ 125,750	$ 219,267	174.37%	$ 190,250	$ 190,969	100.38%
Transfers							
381 01	Transfer from General Fund	$ 0	$358,000	0.00%	$ 0	$0	0.00%
382 50	Transfer from Solid Waste	0	0	0.00%	0	0	0.00%
	Total Transfers	$0	$358,000	0.00%	$0	$0	0.00%
	Total Revenues	$ 1,303,688	$ 1,485,390	113.94%	$ 1,356,750	$ 1,153,797	85.04%
	Appropriated Retained Earnings	(35,000)	0	0.00%	0	0	0.00%
	TOTAL RESOURCES	**$ 1,268,688**	**$ 1,485,390**	117.08%	**$ 1,356,750**	**$ 1,153,797**	85.04%

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405-4500-572	Division:	

	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 162,568	$ 154,923	95.30%	$ 213,946	$ 202,851	94.81%
Total Operating Expense	1,202,208	1,360,402	113.16%	1,244,892	1,374,495	110.41%
Total Capital Outlay	6,000	65,209	1086.81%	0	0	0.00%
Total Non-Operating Expense	32,641	7,000	21.45%	32,641	0	0.00%
TOTAL APPROPRIATIONS	**$ 1,403,417**	**$ 1,587,533**	113.12%	**$ 1,491,479**	**$ 1,577,346**	105.76%

CITY OF FORT PIERCE

SUNRISE THEATRE (406)

OPERATING STATEMENT

SEPTEMBER 30, 2019

4TH QUARTER-SEPT '18 to 4TH QUARTER-SEPT '19 COMPARISON

	4TH QUARTER 9/30/2018	4TH QUARTER 9/30/2019
OPERATING INCOME		
CHARGES FOR SERVICES	$ 2,115,248	$ 2,201,080
MISCELLANEOUS	300,104	265,397
GRANTS	0	
TOTAL OPERATING INCOME	$ 2,415,352	$ 2,466,476
OPERATING EXPENSES		
PERSONAL SERVICES	$ 594,600	$ 399,089
ADMINISTRATIVE CHARGES	92,809	93,593
CONTRACTUAL FEES	384,399	457,456
UTILITIES	150,496	128,551
COST OF EVENTS	1,150,634	1,213,772
ADVERTISING	408,569	338,436
DEPRECIATION	537,045	546,199
OTHER OPERATING EXPENSES	480,521	524,866
TOTAL OPERATING EXPENSES	$ 3,799,073	$ 3,701,962
NET OPERATING INCOME (LOSS)	($1,383,721)	($1,235,485)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 780	$ 2,841
OTHER NON-OPERATIONG REVENUES	$ 0	$ 0
TRANSFER FROM OTHER FUNDS	455,726	480,338
TOTAL NON-OPERATING REVENUES	$ 456,506	$ 483,179
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 0	$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 0	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 456,506	$ 483,179
NET INCOME (LOSS)	($927,215)	($752,306)

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406 0000	Division:	

	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Charges for Services						
347 56 10 Ticket Sales	$ 2,500,000	$ 1,663,539	66.54%	$ 2,000,000	$ 1,352,530	67.63%
347 56 11 Ticket Sales - Rentals	250,000	172,321	68.93%	200,000	566,834	283.42%
347 56 15 Ticket Handling Fees	120,000	112,016	93.35%	110,000	115,557	105.05%
347 56 50 Sponsorship Fees	15,000	21,000	140.00%	15,000	33,798	225.32%
347 56 80 Memberships	185,000	129,680	70.10%	130,000	119,325	91.79%
347 56 90 Donations & Pledges	15,000	16,692	111.28%	15,000	13,036	86.91%
Total Charges for Services	$ 3,085,000	$ 2,115,248	68.57%	$ 2,470,000	$ 2,201,080	89.11%
Grants						
347 70 10 DCF/State Grant	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Grants	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Miscellaneous Revenue						
361 10 00 Interest Earning	$ 600	$ 780	129.97%	$ 600	$ 2,841	473.58%
362 14 00 Rents and Royalties	50,000	32,638	65.28%	50,000	66,133	132.27%
369 31 00 Reimb. of Expenditures	110,000	115,160	104.69%	100,000	8,873	8.87%
369 70 00 Events	20,000	25,509	127.55%	25,000	30,223	120.89%
369 89 00 Packaged Sales	140,000	125,767	89.83%	140,000	156,645	111.89%
369 90 00 Miscellaneous Revenues	6,000	(1,658)	-27.64%	3,000	319	10.62%
369 95 00 Commission/Tips/Merch.	6,500	2,688	41.36%	5,000	3,204	64.08%
369 97 00 Capital Improvement Fee	0	0	0.00%	0	0	0.00%
Total Miscellaneous Revenues	$ 333,100	$ 300,884	90.33%	$ 323,600	$ 268,238	82.89%
Other Resources						
381 01 00 Transfer from General	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 89 00 Transfer from Restricted Fund	0	5,726	0.00%	0	30,338	0.00%
381 91 00 Transfer from FPRA	450,000	450,000	100.00%	450,000	450,000	100.00%
Total Other Resources	$ 450,000	$ 455,726	101.27%	$ 450,000	$ 480,338	106.74%
TOTAL RESOURCES	**$ 3,868,100**	**$ 2,871,858**	74.24%	**$ 3,243,600**	**$ 2,949,655**	90.94%

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406-4600-575	Division:	

	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 657,865	$ 594,600	90.38%	$ 531,025	$ 399,089	75.15%
Total Operating Expense	3,742,735	3,204,473	85.62%	3,247,575	3,302,874	101.70%
Total Capital Outlay	2,500	6,563	262.52%	0	1,877	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	**$ 4,403,100**	**$ 3,805,636**	86.43%	**$ 3,778,600**	**$ 3,703,839**	98.02%

CITY OF FORT PIERCE
BUILDING & CODE (420)
OPERATING STATEMENT
SEPTEMBER 30, 2019
4TH QUARTER-SEPT '18 to 4TH QUARTER-SEPT '19 COMPARISON

	4TH QUARTER 9/30/2018	4TH QUARTER 9/30/2019
OPERATING INCOME		
LICENSE and PERMIT	$ 2,060,120	$ 2,225,932
CHARGES FOR SERVICES	42,134	29,323
FINES & FORFEITS	500	5,970
MISCELLANEOUS	55,838	75,319
TOTAL OPERATING INCOME	$ 2,158,592	$ 2,336,544
OPERATING EXPENSES		
PERSONAL SERVICES	$ 900,637	$ 1,152,859
ADMINISTRATIVE CHARGES	130,344	129,933
CONTRACTUAL FEES	127,935	91,828
DEPRECIATION	972	62,243
OTHER OPERATING EXPENSES	293,515	189,564
TOTAL OPERATING EXPENSES	$ 1,453,403	$ 1,626,427
NET OPERATING INCOME (LOSS)	$ 705,189	$ 710,117
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 13,218	$ 39,102
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 13,218	$ 39,102
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 5,277	$ 5,387
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 5,277	$ 5,387
NET NON-OPERATING INCOME (LOSS)	$ 7,941	$ 33,715
NET INCOME (LOSS)	$ 713,130	$ 743,833

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

		2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Licenses and Permits							
322 10	Permits-Building Dept.	$ 785,000	$ 1,201,407	153.05%	$ 805,000	$ 1,222,470	151.86%
322 20	Inspections	15,000	15,184	101.23%	15,000	15,131	100.87%
322 90	Other Permit Fees	500,000	780,274	156.05%	539,972	928,391	171.93%
329 40	Contractor's License	55,000	63,255	115.01%	55,000	59,941	108.98%
	Total Licenses and Permits	$ 1,355,000	$ 2,060,120	152.04%	$ 1,414,972	$ 2,225,932	157.31%
Charge for Services							
341 40	Cert.,Copying, Rcd. Search	$ 2,000	$ 61	3.05%	$ 2,000	$ 174	8.70%
341 60	Administration Fees	0	0	0.00%	0	0	0.00%
341 61	Demo & Flood Plain Mgmnt	0	4,507	0.00%	0	2,063	0.00%
341 94	Credti Card Process Fees	20,000	37,567	187.83%	20,000	27,086	135.43%
	Total Charges for Service	$ 22,000	$ 42,134	191.52%	$ 22,000	$ 29,323	133.29%
Fines & Forfeits							
354 50	Property Code Violations	$ 0	$ 0	0.00%	$ 0	$ 5,970	0.00%
354 60	Unlicensed Contracting	3,000	500	16.67%	18,000	0	0.00%
	Total Fines & Forfeits	$ 3,000	$ 500	0.00%	$ 18,000	$ 5,970	0.00%
Miscellaneous Revenue							
361 10	Interest on Investments	$ 0	$ 13,218	0.00%	$ 0	$ 39,102	0.00%
369 00	Miscellaneous Revenues	16,000	55,838	348.99%	21,000	75,319	358.66%
	Total Miscellaneous Revenues	$ 16,000	$ 69,056	0.00%	$ 21,000	$ 114,421	0.00%
	Appropriated Retained Earnings	109,102	$ 0	0.00%	222,170	$ 0	0.00%
	TOTAL RESOURCES	**$ 1,505,102**	**$ 2,171,810**	**144.30%**	**$ 1,698,142**	**$ 2,375,646**	**139.90%**

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2017/18 Adopted	2017/18 Actual	Yr. Lapse 100%	2018/19 Adopted	2018/19 Actual	Yr. Lapse 100%
Total Personnel Services	$ 1,151,402	$ 900,637	78.22%	$ 1,255,855	$ 1,152,859	91.80%
Total Operating Expense	353,700	552,766	156.28%	365,372	473,567	129.61%
Total Capital Outlay	0	152,358	0.00%	72,500	156,958	216.49%
Total Transfers	5,277	5,277	100.00%	5,387	5,387	100.00%
TOTAL APPROPRIATIONS	**$1,510,379**	**$1,611,037**	106.66%	**$ 1,699,114**	**$ 1,788,771**	105.28%

FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
4th Quarter Report
September 30, 2019

CASH AND INVESTMENT REPORT

October 1, Estimated Beg. Available Resources	328,200
Revenues	7,023,572
Available Resources	7,351,772
Expenditures	6,594,611
Current Available Resources	**757,161**

FPRA Operating Resources and Uses	Budget	Budget Adjust.	Revised Budget	Expended	Balance
Current Resousces Available for Operating					**757,161**
Plus Unrealized Revenue:					
303 Leases					0
305 Transfer From General					0
Total Unrealized Revenue					**0**
Estimated Resources Available For Operating					**757,161**
Less Outstanding Expenditures:					
501 Personnel Services	0	0	0	0	0
502 Operating Expenditures	492,261	0	492,261	818,151	(325,890)
503 Capital Outlay	0	0	0	81,091	(81,091)
504 Total Grants-Private Organ.	370,000	0	370,000	68,503	301,497
505 Transfers	5,171,866	0	5,171,866	5,176,866	(5,000)
506 Sunrise Theatre	450,000	0	450,000	450,000	0
Categories Balances	6,484,127	0	6,484,127	6,594,611	**(110,484)**
Projected Resources Over (Short)					**646,676.75**

FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
4TH Quarter Report
September 30, 2019

TRANSFERS FROM GENERAL

Fiscal Year:		
	2011	1,319,504
	2012	1,129,036
	2013	1,410,793
	2014	1,689,274
	2015	1,470,701
	2016	1,676,422
	2017	737,543
	2018	274,994
Total Transfers		9,708,267
Plus		
Addittions:		
Land Purchase for Beach Parking		820,000
Less:		
Reductions:		
Seaway Drive Roundabout (Days Inn Sight)		(1,488,000.00)
Transfer to General		(600,000.00)
Total Reductions		(2,088,000.00)
Total Due General Fund		**8,440,267**

City of Fort Pierce
Financial Position/Resources and Uses
SEPTEMBER 30, 2019
4th Quarter Fiscal 2019

	001 General	401 Marina	402 Solid Waste	405 Golf Course	406 Sunrise Theatre	420 Building Code
Estimated Avail. Resources Sept. 30, 2018	**9,650,552**	**450,427**	**1,554,235**	**(368,750)**	**(973,509)**	**1,388,967**
Less:						
10% Budget Reserve	(3,890,961)					
2019 Budget Appropriation	(836,909)	(797,594)	(419,775)	0	0	(222,170)
10/01/2018 Unrestricted Resources	**4,922,682**	**(347,167)**	**1,134,460**	**(368,750)**	**(973,509)**	**1,166,797**
4th Quarter Revenues	42,554,883	5,954,266	7,658,726	1,153,797	2,949,655	2,375,646
2019 Budget Appropriation	1,717,432	797,594	419,775	0	0	222,170
2020 Budget Appropriation	(600,000)	0	0	0	0	0
10/01/18 thru 9/30/19 Resources	43,672,315	6,751,860	8,078,501	1,153,797	2,949,655	2,597,816
4th Quarter Expenses	43,672,315	5,189,140	8,253,282	1,577,346	3,703,839	1,788,771
Less Accum. Depreciation	0	(1,117,618)	(487,626)	(135,347)	(546,199)	(62,243)
Total Uses	43,672,315	4,071,523	7,765,656	1,441,999	3,157,640	1,726,528
FY 2019 Net Resources	**0**	**2,680,337**	**312,845**	**(288,202)**	**(207,984)**	**871,288**
Total Resources Available	**4,922,682**	**2,333,170**	**1,447,305**	**(656,952)**	**(1,181,493)**	**2,038,085**

City of Fort Pierce
Urban Redevelopment/Grants/Special Funds
Financial Position/Resources and Uses
September 30, 2019
4th Quarter Fiscal 2019
****

	104 CRA	103 CDBG	105 SHIP	106 Grant HHR	100 Restrict Rev Fund	102 Law Enforce Trust
Estimated Avail. Resource Sept. 30, 2018	**328,200**	**749,867**	**150,981**	**1,016,482**	**4,925,249**	**99,986**
Less:						
Reserve						
Budget Appropriation						
10/01/2018 Restricted (***) and Unrestricted Resources	**328,200**	**749,867**	**150,981**	**1,016,482**	**4,925,249**	**99,986**
4th Quarter Revenues	7,023,572	508,082	755,730	105,892	3,196,470	5,774
10/01/18 thru 9/30/19 Resources	7,023,572	508,082	755,730	105,892	3,196,470	5,774
4th Quarter Expenses	6,594,611	478,460	567,328	800,905	1,082,623	6,516
Total Uses	6,594,611	478,460	567,328	800,905	1,082,623	6,516
FY 2019 Net Resources	**428,961**	**29,622**	**188,402**	**(695,014)**	**2,113,847**	**(742)**
Total Resources Available	**757,161**	**779,489**	**339,382**	**321,468**	**7,039,097**	**99,245**

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

Meeting Date: 01/21/2020

Re: Update on Animal Shelter Activities

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

SUBJECT:

Update on Animal Shelter Activites

Attachments

Bid Results
Property Maintenance Summary
Summary provided to HSSLC
October Intakes
November Intakes
December Intakes

Form Review

Inbox	Reviewed By	Date
City Manager	Mike Reals	01/14/2020 09:41 AM
City Manager	Nick Mimms	01/15/2020 01:46 PM

Form Started By: Mike Reals Started On: 01/09/2020 09:23 AM

Final Approval Date: 01/15/2020

MEMORANDUM
from the
PURCHASING DIVISION

TO: **Peggy Arriaz, Code Compliance Manager**

THROUGH: **Johnna Morris, Director of Finance**

FROM: **Gelencia Carter, Purchasing Agent**

SUBJECT: **Bid No. 2020-004 ~ Lease and Full Operational Management for the Fort Pierce Animal Shelter**

DATE: **January 9, 2019**

After my review of subject proposal submitted by **New Hope Humane Society, Port St. Lucie, FL,** the only respondent, I recommend rejecting the submission due to failure to adhere to scope of work as stated in the proposal document. The respondent was established in May 2019 and therefore has deficiencies in the following areas:

- They currently lack the **experience and qualifications** indicated in the scope of work
- Currently they do not employ the staff certifications/Florida licensed individuals as stated in the scope of work
- Not able to provide any references that can describe previous performance in management/operations and maintenance of facilities due to recently being organized.
- Not able to demonstrate use of modern shelter management practices. As stated in their submission, NHHS was organized solely for the purpose of bidding for animal services in SLC, and they have not had the opportunity to participate in outreach programs.
- NNHS is not able to provide proof of insurance to include general liability, workers compensation and automobile insurance with their submission as it is a startup and evolving organization with no current operations, see Section 7, Certificate of Insurance.

As stated in the Instructions to Proposers, Section IV, Instructions to Proposers, the City of Fort Pierce reserves the right to reject all proposals and solicit and re-advertise for new proposal or to abandon the project in its entirety. Therefore, I am recommending rejecting the submission and seek approval from the City Manager to rebid with revised specifications.

Feel free to contact me at extension 3749, should you require additional information.

cc: Nick Mimms, City Manager
Mike Reals, Director of Public Work

	A	B	C	D	E
1	IPMC Code	Description	Notes	Specific Examples	Severity
2	108.1.1	Unsafe Structure / Contains unsafe equipment	Refers to 108.1.2		
3	108.1.2	Unsafe Equipment / Unsafe electric	Concur with submitted inspection from Hooper	Remove all extension cords / electric service gutter / boxes	Major
4	108.1.2	Unsafe Equipment / Other	Concur with submitted inspection from Grimes	Repair / replace all mechanical ventilation and HVAC system	Major
5				Walk-in freezer - latch mechanism broken	Major
6	302.3	Sidewalks and Driveway		Raised manhole cover in parking lot	Moderate
7				Raised grate behind Building A	Moderate
8	302.5	Rodent Harborage	Already addressed	Major rat infestation	Major
9	302.7	Accessory Structures	To be demo'd	All unpermitted lean-tos, shed and outbuildings	Moderate
10	304.1	Exterior Structure - General	See 1.1.4 & 1.1.5		
11	304.1.1	(4) Unsafe conditions - siding		Rotting siding throughout	Moderate
12		(5) Unsafe conditions - structural	To be demo'd	Lean-tos	Moderate
13	304.2	Protective Treatment		Exterior paint / Rotten facia	Minor
14	304.6	Exterior Walls		Same as above	Moderate
15	304.9	Overhang Extensions		Rotted wood and facia	Moderate
16	304.14	Insect Screens		All manufactured windows require screens	Minor
17	304.15	Doors		All rusted doors, frames, and weatherstripping need to be replaced.	Moderate
18	305.1	Interior - General	See 305.1.1		
19	305.1.1	(4) Unsafe conditions - structural members		Dog kennel area - concrete block - cracking and spalling	Moderate
20	305.3	Interior surfaces		All water damaged / missing drywall	Moderate
21				Dog kennel area - concrete blocks need painting	Minor
22	305.6	Interior Doors		Replace all interior doors	Minor
23	306.1	Component Serviceability - General	See 306.1.1		
24	306.1.1	(2) Unsafe conditions - concrete		Dog kennel area - concrete block - cracking and spalling	Moderate
25				Missing concrete in removed bathroom	Major

	A	B	C	D	E
26		(6) Unsafe conditions - wood		Possible termite damage - mostly refered to outbuildings (to be demo'd)	Minor
27	309.1	Pest Elimination - Infestation	Already addressed	Both rodent and insect	Major
28	504.1	Plumbing - General		Missing bathroom	Major
29	504.3	Plumbing system hazard		Rusted, leaking pipes and inadequate service throughout	Major
30	505.3	Water system - supply		Leaking pipes	Moderate
31	506.2	Sanitary drainage - Maintenance		Removed bathroom	Major
32	507.1	Storm drainage - Major		Backed up storm drains	Major
33	602.4	Heating facililties - occupiable work space		Minimum heat required - not met	Major
34	603.1	Mechanical Appliances		Improper venting - dryers	Major
35				Improper venting - HVAC	Major
36	605.1	Electrical Equipment - Installation	See above	entire system	Major
37	605.2	Electrical Equipment - Recepticals	See above	entire system	Major
38	605.4	Electrical Equipment - Wiring	See above	extension cords	Major
39	607.1	Duct System - General	See above	HVAC system	Major
40	702.1	Means of Egress - General	Already addressed	Remove all objects from walkways	Moderate
41				Replace missing drain covers in kennels	Moderate
42	702.3	Means of Egress - Locked doors		All manual bolt locks must be removed	Moderate
43	702.4	Means of Egress - Emergency escape openings	Already addressed	Remove all boards from windows	Major
44	704.1	Fire Protection System - General		Fire alarm panels / pull stations / exit signs / exit lights - blocked or not working	Major
45	5-1.105.1	Permit Required		Solar panels	Minor

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Property Maintenance Inspection Report

Property Address	100 Savannah Rd	Parcel ID #	2422-141-0001-000-3		
House Color	Cream/Brown	# of Units		Historic?	No
Type of Structure	Commercial	Building Occupied	Yes	Time to Comply	15 Days

Action to be taken - Select all that apply

(●) Unsafe Building - Rehab ( ) Unsafe Building - Demo ( ) Nuisance Abatement - Board up Posting Type

Inspector	Shaun Coss & Ed Roseberry	Date	8-6-19	Property Posted?	No

Comments: Maintenance Letter- Not recommending condemnation

( ) Active Code Cases	( ) NONE	( ) Active Building Permit	( ) NONE
( ) Lis Pendens check		( ) Rehab letter sent	
( ) Demo letter sent		( ) Nuisance letter sent	
( ) Title search done		( ) Affidavit recorded	

Contact Information [Add new contact]

Contact Info

Comments

Deputy Bldg Official

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

[X] Unsafe structures

[X] 108.1.1 - Unsafe structure

- [ ] Lacks adequate protection from fire
- [X] Contains unsafe equipment
- [ ] All or part of building is likely to collapse

[X] 108.1.2 - Unsafe equipment

- [ ] Unsafe boiler / heating equipment
- [X] Unsafe electrical wiring / device
- [ ] Unsafe elevator / moving stairway
- [ ] Flammable liquid containers within structure
- [X] Other unsafe equipment

[ ] 108.1.3 - Structure unfit for human occupancy

- [ ] Unsafe or unlawful
- [ ] Unsanitary / contains filth / contamination
- [ ] vermin or rat infested
- [ ] lacks illumination
- [ ] Location of structure constitutes a hazard
- [ ] lacks ventilation
- [ ] lacks heat
- [ ] lacks maintenance
- [ ] lacks sanitary facilities

[ ] 108.1.4 - Unlawful structure

- [ ] Occupied by more persons than permitted
- [ ] Erected, altered or occupied contrary to law

[ ] 108.1.5 - Dangerous structure or premises

- [ ] (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building
- [ ] (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.
- [ ] (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.
- [ ] (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- [ ] (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pining is likely to fail or give way.
- [ ] (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- [ ] (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.
- [ ] (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- [ ] (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation ,decay ,damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
- [ ] (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.
- [ ] (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments: Unsafe electrical system with exposed wiring.

[X] Section 302 - Exterior property areas

- [ ] 302.1 - Sanitation - Premises shall be maintained in a clean, safe and sanitary condition.
- [ ] 302.2 - Grading and Drainage - Premises shall be graded and maintained to prevent erosion of soil and to prevent stagnant water.
- [X] 302.3 - Sidewalks and Driveways - Sidewalks, walkways, stairs, driveways, parking spaces shall be kept in a state of proper repair.
- [X] 302.5 - Rodent Harborage - Structures and exterior property shall be kept free from rodent harborage and infestation.
- [ ] 302.6 - Exhaust vents - Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon adjacent public or private property or that of another tenant.
- [X] 302.7 - Accessory structures - Accessory structures including detached garages, fences and walls shall be maintained in good repair.

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

☐	302.9 - Defacement of property - No person shall willfully damage, mutilate or deface any property by marking, carving or graffiti.
Comments	Broken concrete with uneven walking surface, missing floor grates in kennel areas, evidence of rodent and insect infestation, roof of lean-to in poor condition. screen rooms missing screens,
☐	Section 303 - Swimming Pools, Spas and Hot Tubs
☒	Section 304 - Exterior Structure
☒	304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.
☒	304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.
☐	1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
☐	2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
☐	3. Structures or components thereof that have reached their limit state.
☒	4. Siding and masonry joints are not maintained, weather resistant or water tight.
☒	5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects.
☐	6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects.
☐	7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects.
☐	8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads.
☐	9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
☐	10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects.
☐	11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads.
☐	12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects.
☐	13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects.
☒	304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion.
☐	304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall.
☐	304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
☐	304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept n such condition so as to prevent the entry of rodents and other pests.
☒	304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
☒	304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance.

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- [ ] 304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition.
- [x] 304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment.
- [ ] 304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
- [ ] 304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment.
- [ ] 304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- [x] 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
  - [x] 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
  - [ ] 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- [x] 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- [x] 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- [ ] 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
  - [ ] 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
  - [ ] 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- [ ] 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments	Exterior doors and frames rusted or otherwise damaged, broken window glazing, rotten gable ends on cat house, overhangs with roof leaks and water damaged roof decking, soffit venting missing screening, rotten siding, roof leaking as evidenced by mold/mildew on ceilings, rotten fascia, holes in exterior walls must be sealed to prevent water and rodent intrusion.

- [x] Section 305 - Interior Structure
- [x] 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
  - [x] 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBD as required for existing buildings.
    - [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
    - [ ] 2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
    - [ ] 3. Structures or components thereof that have reached their limit state.
    - [x] 4. Structural members are incapable of supporting nominal loads and load effects.
    - [ ] 5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
    - [ ] 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

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☐	305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
☒	305.3 - Interior surfaces - Interior surfaces, including windows and doors,shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
☐	305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
☐	305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
☒	305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer.

Comments: Drywall water damaged, interior doors missing or damaged, water damaged wood framing and walls in kennel areas, peeling paint in several areas.

☒	Section 306 - Component Serviceability
☒	306.1 - General - The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanity condition.
☒	306.1.1 Unsafe Conditions - Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.
☐	1. Soils that have been subjected to any of the following conditions:
☐	1.1 Collapse of footing or foundation.
☐	1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion
☐	1.3 Adverse effects to the design strength of footing, foundation concrete or other structural element due to a chemical reaction from the soil.
☐	1.4 Inadequate soil as determined by a geotechnical investigation.
☐	1.5 Where the allowable bearing capacity of the soil is in doubt.
☐	1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
☒	2. Concrete that has been subjected to any of the following conditions:
☒	2.1 Deterioration
☐	2.2 Ultimate deformation
☒	2.3 Fractures
☒	2.4 Fissures
☒	2.5 Spalling
☒	2.6 Exposed reinforcement
☐	2.7 Detached, dislodged or failing connections
☐	3. Aluminum that has been subjected to any of the following conditions:
☐	3.1 Deterioration
☐	3.2 Corrosion
☐	3.3 Elastic deformation
☐	3.4 Ultimate deformation
☐	3.5 Stress or strain cracks
☐	3.6 Joint fatigue

☐	3.7 Detached, dislodged or failing connections
☐	4. Masonry that has been subjected to any of the following:
☐	4.1 Deterioration
☐	4.2 Ultimate deformation
☐	4.3 Fractures in masonry or mortar joints
☐	4.4 Fissures in masonry or mortar joints
☐	4.5 Spalling
☐	4.6 Exposed reinforcement
☐	4.7 Detached, dislodged or failing connections
☐	5. Steel that has been subjected to any of the following conditions:
☐	5.1 Deterioration
☐	5.2 Elastic deformation
☐	5.3 Ultimate deformation
☐	5.4 Metal fatigue
☐	5.5 Detached, dislodged or failing connections
☒	6. Wood that has been subjected to any of the following conditions:
☐	6.1 Ultimate deformation
☒	6.2 Deterioration
☒	6.3 Damage from insects, rodents and other vermin
☐	6.4 Fire damage beyond charring
☐	6.5 Significant splits and checks
☐	6.6 Horizontal shear cracks
☐	6.7 Vertical shear cracks
☐	6.8 Inadequate support
☐	6.9 Detached, dislodged or failing connections
☐	6.10 Excessive cutting and notching

Comments: Concrete damage in kennel areas, concrete wall and slab open due to unpermitted bathroom alterations.

☐	Section 307 - Handrails and guardrails
☐	Section 308 - Rubbish and garbage
X	Section 309 - Pest Elimination
☒	309.1 Infestation - Structures shall be kept free from insect and rodent infestations.
☐	309.2 - Owner - The owner of any structure shall be responsible for pest elimination prior to renting or leasing the structure.
☐	309.3 - Single occupant - The occupant of a one-family dwelling or of a single tenant nonresidential structure shall be responsible for pest elimination on the premises.
☐	309.4 - Multiple occupancy - The owner of a structure containing two or more dwelling units shall be responsible for pest elimination in the public or shared areas of the structure and exterior property.
☒	309.5 - Occupant - The occupant of any structure shall be responsible for continued rodent and pest free condition of the property.

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Comments

- [ ] Section 404 - Occupancy Limits
- [ ] Section 502 - Required facilities
- [ ] Section 503 - Toilet Rooms
- [x] Section 504 - Plumbing systems and fixtures
  - [x] 504.1 General - Plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks and defects and be maintained in a safe, sanitary and functional condition.
  - [ ] 504.2 Fixture clearances - Plumbing fixtures shall have adequate clearances for usage and cleaning.
  - [x] 504.3 Plumbing system hazards - Where it is found that a plumbing system in a structure constitutes a hazard due to inadequate service, venting, cross connection, backsiphonage, improper installation, deterioration or damage, they must be corrected.

Comments: Bathroom improperly abandoned with open connections.

- [x] Section 505 - Water system
  - [ ] 505.1 General - Every sink, lavatory, bathtub or shower, drinking fountain, water closet shall be properly connected to an approved water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and shows shall have hot/tempered and cold running water.
  - [ ] 505.2 Contamination - The water supply shall be maintained free from contamination.
  - [x] 505.3 Supply - The water supply system shall be installed and maintained to provide a supply of water in sufficient volume and pressure to enable the fixtures to function properly, safely and free from defects and leaks.
  - [ ] 505.4 Water heating facilities - Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at a minimum temperature of 110 degrees. A gas burning water heater may not be in the bathroom.

Comments: Pipe leaks.

- [x] Section 506 - Sanitary drainage system
  - [ ] 506.1 General - Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
  - [x] 506.2 Maintenance - Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
  - [ ] 506.3 Grease interceptors - Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

Comments: Bathroom improperly abandoned with open connections.

- [x] Section 507 - Storm drainage
  - [x] 507.1 General - Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

Comments

- [ ] Section 601 - Mechanical - General
  - [ ] 601.2 Responsibility - The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. No one shall occupy any premises that does not comply with requirements of this chapter.

Comments

- [x] Section 602 - Heating facilities

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☐	602.1 Facilities required - Heating facilities shall be provided in structures required by this section.
☐	602.2 Residential occupancies - Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees. Cooking appliances and portable space heaters may not be used as a means of providing required heating.
☐	602.3 Heat supply - Every owner and operator of any building who rents, leases or lets dwelling units or sleeping units shall supply heat to maintain a temperature of 60 degrees in all habitable room, bathrooms and toilet rooms.
☒	602.4 Occupiable work spaces - Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65 degrees during the period the spaces are occupied.
☐	602.5 Room temperature measurement - The required room temperatures shall be measured 3 feet above the floor near the center of the room and 2 feet inward from the center of each exterior wall.

Comments

☒	Section 603 - Mechanical equipment
☒	603.1 Mechanical appliances - Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in safe working condition.
☐	603.2 Removal of combustion products - Fuel burning equipment and appliances shall be connected to a an approved chimney or vent.
☐	603.3 Clearances - Required clearances to combustible materials shall be maintained.
☐	603.4 Safety controls - Safety controls for fuel-burning equipment shall be maintained in effective operation.
☐	603.5 Combustion air - A supply of air for complete combustion of fuel and for ventilation shall be provided.
☐	603.6 Energy conservation devices - Devices intended to reduce fuel consumption shall be labeled and approved.

Comments: Dryer exhaust not properly vented, accumulation of lint on electrical plugs and outlets, exhaust fans non-working and missing blades, covers and grates. Gas furnace not properly abandoned. mechanical equipment stand in kennel area not properly attached to concrete, mechanical systems must have approved proper covers (not metal bowls), walk-in cooler door release must be repaired/replaced, thermostat gauge must be repaired/replaced.

☐	Section 604 - Electrical Facilities
☒	Section 605 - Electrical equipment
☒	605.1 Installation - Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe manner
☒	605.2 Receptacles - Every habitable space in a swelling shall have at least 2 separate and remove receptacle outlets. Every laundry area shall have at least 1 grounding type receptacle. Every bathroom shall have at least 1 receptacle. All receptacles have faceplates.
☐	605.3 Luminaires - Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall have at least 1 electric luminaires. Pool/spa luminaires over 15 V shall have ground fault protection.
☒	605.4 Wiring - Flexible cords shall not be used for permanent wiring, or for running through doors, windows or cabinets, or concealed within walls, floors or ceilings.

Comments: Replace damaged fixtures and/or bulbs. Extension cords not intended as permanent wiring, only 90 days. Cannot run through walls, doors, or ceilings. Rusted electrical conduit. Exposed wiring, missing faceplates, faceplates/covers not properly attached, outlets not attached properly in work box. Electrical service gutter rusted. Low voltage wiring not properly attached to walls or ceilings, foreign objects (putty knives) must be removed from behind disconnect boxes. Disconnect boxes with damaged latches shall be repaired or replaced, clearance access must be provided in front of and on sides of electrical panels. GFCI outlets must be utilized in required locations. Damaged fittings and connectors. Extension cords- when used properly (temporarily) must be protected from physical damage.

☐	Section 606 - Elevators, escalators and dumbwaiters
☒	Section 607 - Duct systems
☒	607.1 General - Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

Comments: Missing and damaged duct work.

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☐	Section 701 - General fire safety requirements
☒	Section 702 - Means of egress
☒	702.1 General - A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the IFC.
☐	702.2 Aisles - The required width of aisles in accordance with the IFC shall be unobstructed.
☒	702.3 Locked doors - Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort.
☒	702.4 Emergency escape openings - Required emergency escape openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar are permitted to be placed over emergency escape openings provided the minimum net clear opening sized complies with the code. Such devices shall be releasable without the use of a key or tool.

Comments: 2nd story escape openings blocked, exit signs not illuminated properly, exit signs missing and or blocked by fans. Throw bolt on egress door must be removed.

☐	Section 703 - Fire resistance ratings
☒	Section 704 - Fire protection systems
☒	704.1 General - Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire shall be maintained in operable condition at all times in accordance with the IFC.
☐	704.1.1 Automatic sprinkler systems - Inspection, testing and maintenance of auto sprinkler systems shall be in accordance with NFPA 25.
☐	704.1.2 Fire department connection - Where the fire department. connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6" high and words in letters at least 2" high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.
☐	704.2 Single- and multi-station smoke alarms - Single- and multi-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.
☐	704.2.1 Where required - Existing Group I-1 and R occupancies shall be provided with single station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3
☐	704.2.1.1 Group R-1 - Single or Multi-station smoke alarms shall be installed in all of the following locations in Group R-1: 1 - Sleeping areas; 2 - In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit; 3 - In each story within the sleeping unit, including basement. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level
☐	704.2.1.2 Groups R-2, R-3, R-4 and I-1 - Single or multi-station alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations: 1 - On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms; 2 - In each room used for sleeping purposes; 3 - In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
☐	704.2.1.3 Installation near cooking appliances - Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2: 1 - Ionization smoke alarms shall not be installed less than 20' horizontally from a permanently installed cooking appliance; 2 - Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10' horizontally from a permanently installed cooking appliance; 3 - Photoelectric smoke alarms shall not be installed less than 6' horizontally from a permanently installed cooking appliance.
☐	704.2.2 Interconnection - Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

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☐	704.2.3 Power source - Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch.
☐	704.2.4 Smoke detection system - Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single or multi station smoke alarms and shall comply with the following:1 - The fire alarm system shall comply with all applicable requirements in Section 907 of the IFC; Activation of a smoke detector in a swelling or sleeping unit shall initiate alarm notification in the swelling or sleeping unit in accordance with Section 907.5.2 of the IFC; 3 - Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the swelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the IFC.

Comments	Fire alarm panels out of date, fire alarm pull stations blocked by fence gates. Ensure all smoke detectors are functional. Fire alarm pull stations shall be protected from the weather, adjacent doors shall not be left open at all times.
Additional Comments	City Ord. 5-1.105.1 Permit Required for installation of solar panels and demolition/remodel of bathroom.

October 1-31, 2019		Temp. Shelter		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	69	34	0	**103**
Confiscate	11	0	0	**11**
Quarantine	2	0	0	**2**
Born In Care	0	2	0	**2**
OTI	19	4	0	**23**
E. Request	1	0	0	**1**
DOA	4	0	6	**10**
Total	**106**	**40**	**6**	**152**
NOW	55	12		
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	16	0	0	**16**
Transfer	24	21	0	**45**
Vet. Rec. Med.	4	2	0	**6**
Vet. Rec. Beh.	10	0	0	**10**
E. Request	1	0	0	**1**
DOA Disposal	4	0	6	**10**
Total	**59**	**23**	**6**	**88**

October 1-31, 2019		City FP		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	19	4	0	**23**
Confiscate	3	0	0	**3**
Quarantine	1	0	0	**1**
Born In Care	0	0	0	**0**
OTI	7	0	0	**7**
E. Request	0	0	0	**0**
DOA	0	0	0	**0**
Total	**30**	**4**	**0**	**34**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	2	0	0	**2**
Transfer	4	1	0	**5**
Vet. Rec. Med.	1	0	0	**1**
Vet. Rec. Beh.	5	0	0	**5**
E. Request	0	0	0	**0**
DOA Disposal	0	0	0	**0**
Total	**12**	**1**	**0**	**13**
*Transfers done at TAS				
*Does not reflect impounds, DOA, Disposal, RTO from City FP that did not make it to the TAS				

October 1-31, 2019		County		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	42	13	0	**55**
Confiscate	8	0	0	**8**
Quarantine	1	0	0	**1**
Born In Care	0	0	0	**0**
OTI	5	0	0	**5**
E. Request	1	0	0	**1**
DOA	4	0	6	**10**
Total	**61**	**13**	**6**	**80**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	14	0	0	**14**
Transfer	20	6	0	**26**
Vet. Rec. Med.	1	2	0	**3**
Vet. Rec. Beh.	3	0	0	**3**
E. Request	1	0	0	**1**
DOA Disposal	4	0	6	**10**
Total	**43**	**8**	**6**	**57**

October 1-31, 2019		City PSL		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	8	17	0	**25**
Confiscate	0	0	0	**0**
Quarantine	0	0	0	**0**
Born In Care	0	2	0	**2**
OTI	7	4	0	**11**
E. Request	0	0	0	**0**
DOA	0	0	0	**0**
Total	**15**	**23**	**0**	**38**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	0	0	0	**0**
Transfer	0	14	0	**14**
Vet. Rec. Med.	2	0	0	**2**
Vet. Rec. Beh.	2	0	0	**2**
E. Request	0	0	0	**0**
DOA Disposal	0	0	0	**0**
Total	**4**	**14**	**0**	**18**
*Transfers done at TAS				
*Does not reflect impounds, DOA, Disposal, RTO from City PSL that did not make it to the TAS				

November 1-30, 2019		Temp. Shelter		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	81	24	0	**105**
Confiscate	14	2	0	**16**
Quarantine	2	2	0	**4**
Born In Care	0	0	0	**0**
OTI	14	27	0	**41**
E. Request	3	0	0	**3**
DOA	0	1	3	**4**
Total	**114**	**56**	**3**	**173**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	26	0	0	**26**
Transfer	44	24	0	**68**
Vet. Rec. Med.	5	2	0	**7**
Vet. Rec. Beh.	21	1	0	**22**
E. Request	3	0	0	**3**
DOA Disposal	0	1	3	**4**
Total	**73**	**28**	**3**	**130**

November 1-30, 2019		County		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	44	10	0	**54**
Confiscate	5	0	0	**5**
Quarantine	1	0	0	**1**
Born In Care	0	0	0	**0**
OTI	6	4	0	**10**
E. Request	2	0	0	**2**
DOA	0	1	2	**3**
Total	**58**	**15**	**2**	**75**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	19	0	0	**19**
Transfer	18	11	0	**29**
Vet. Rec. Med.	2	2	0	**4**
Vet. Rec. Beh.	9	0	0	**9**
E. Request	1	0	0	**1**
DOA Disposal	0	1	2	**3**
Total	**49**	**14**	**2**	**65**

November 1-30, 2019		City FP		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	22	8	0	**30**
Confiscate	10	1	0	**11**
Quarantine	1	0	0	**1**
Born In Care	0	0	0	**0**
OTI	3	21	0	**24**
E. Request	0	0	0	**0**
DOA	0	0	0	**0**
Total	**36**	**30**	**0**	**66**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	7	0	0	7
Transfer	13	7	0	**20**
Vet. Rec. Med.	0	0	0	**0**
Vet. Rec. Beh.	8	0	0	**8**
E. Request	0	0	0	**0**
DOA Disposal	0	0	0	**0**
Total	**28**	**7**	**0**	**35**
*Transfers done at TAS				
*Does not reflect impounds, DOA, Disposal, RTO from City FP that did not make it to the TAS				

November 1-30, 2019		City PSL		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	15	6	0	**21**
Confiscate	0	0	0	**0**
Quarantine	1	1	0	**2**
Born In Care	0	0	0	**0**
OTI	4	3	0	**7**
E. Request	1	0	0	**1**
DOA	0	0	0	**0**
Total	**21**	**10**	**0**	**31**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	0	0	0	**0**
Transfer	12	6	0	**18**
Vet. Rec. Med.	3	0	0	**3**
Vet. Rec. Beh.	5	1	0	**6**
E. Request	1	0	0	**1**
DOA Disposal	0	0	0	**0**
Total	**21**	**7**	**0**	**28**
*Transfers done at TAS				
*Does not reflect impounds, DOA, Disposal, RTO from City PSL that did not make it to the TAS				

December 1-31, 2019	Temp. Shelter			
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	40	16	0	**56**
Confiscate	5	0	0	**5**
Quarantine	1	0	0	**1**
Born In Care	0	1	0	**1**
OTI	7	7	0	**14**
E. Request	8	0	0	**8**
DOA	1	1	3	**5**
Total	**62**	**25**	**3**	**90**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	8	0	0	**8**
Transfer	32	24	0	**56**
Vet. Rec. Med.	1	1	0	**2**
Vet. Rec. Beh.	12	0	0	**12**
E. Request	5	0	0	**5**
DOA Disposal	1	2	3	**6**
Total	**59**	**27**	**3**	**89**

December 1-31, 2019		County		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	20	10	0	**30**
Confiscate	2	0	0	**2**
Quarantine	1	0	0	**1**
Born In Care	0	1	0	**1**
OTI	2	4	0	**6**
E. Request	5	0	0	**5**
DOA	1	1	3	**5**
Total	**31**	**16**	**3**	**50**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	4	0	0	**4**
Transfer	16	12	0	**28**
Vet. Rec. Med.	1	0	0	**1**
Vet. Rec. Beh.	8	0	0	**8**
E. Request	4	0	0	**4**
DOA Disposal	1	2	3	**6**
Total	**34**	**14**	**3**	**51**

December 1-31, 2019		City FP		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	14	0	0	**14**
Confiscate	0	0	0	**0**
Quarantine	0	0	0	**0**
Born In Care	0	0	0	**0**
OTI	2	2	0	**4**
E. Request	3	0	0	**3**
DOA	0	0	0	**0**
Total	**19**	**2**	**0**	**21**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	4	0	0	**4**
Transfer	10	7	0	**17**
Vet. Rec. Med.	0	0	0	**0**
Vet. Rec. Beh.	4	0	0	**4**
E. Request	1	0	0	**1**
DOA Disposal	0	0	0	**0**
Total	**19**	**7**	**0**	**26**
*Transfers done at TAS				
*Does not reflect impounds, DOA, Disposal, RTO from City FP that did not make it to the TAS				

December 1-31, 2019		City PSL		
Intake Type	**Dog**	**Cat**	**Other**	**Total**
Stray	6	6	0	**12**
Confiscate	3	0	0	**3**
Quarantine	0	0	0	**0**
Born In Care	0	0	0	**0**
OTI	3	1	0	**4**
E. Request	0	0	0	**0**
DOA	0	0	0	**0**
Total	**12**	**7**	**0**	**19**
Outcome Type	**Dog**	**Cat**	**Other**	**Total**
RTO	0	0	0	**0**
Transfer	7	4	0	**11**
Vet. Rec. Med.	0	1	0	**1**
Vet. Rec. Beh.	0	0	0	**0**
E. Request	0	0	0	**0**
DOA Disposal	0	0	0	**0**
Total	**7**	**5**	**0**	**12**
*Transfers done at TAS				
*Does not reflect impounds, DOA, Disposal, RTO from City PSL that did not make it to the TAS				

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

Meeting Date: 01/21/2020

Re: Letter Opposing HB 653

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve letters to Senator Gayle Harrell and Representative Delores Hogan Johnson opposing HB 653 which would prohibit municipal electric utilitites from using specified revenues to finance general government functions.

SUMMARY:

HB 653 preempts Florida's constitutional home rule provision for municipalities and it is a direct attack on local government and local decision-making. The Fort Pierce Utilities Authority (FPUA) is our city's municipal owned utility and provides about $6 million per year to the general revenue, or about 15% of the total city budget. This distribution to the city can be likened to the franchise fees that investor owned utilities pay to cities, where there is no city owned utility. We strongly oppose this legislation that would severely curtail the ability of the City of Fort Pierce and the FPUA to work together to best serve our customers and citizens.

RECOMMENDATION:

Approve letter.

ALTERNATIVES:

Do not approve or approve with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Fiscal Impact

OTHER INFORMATION:

None at this time; but significant detrimental impact if legislation passes.

Attachments

Proposed Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2020 08:41 AM

Form Started By: Linda Cox Started On: 01/02/2020 03:40 PM
Final Approval Date: 01/10/2020

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

January 21, 2020

Representative Delores Hogan Johnson, District 84
100 North US Highway 1
Fort Pierce, Florida 34950

Dear Representative Hogan Johnson:

HB 653 introduced by Representative Caruso, would prohibit municipal electric utilities from using specified revenues to finance general government functions. It's early days in the 2020 Legislative session, but I wanted you to know we strongly oppose HB 653.

HB 653 preempts Florida's constitutional home rule provision for municipalities. It is a direct attack on local government and local decision-making.

The Fort Pierce Utilities Authority (FPUA) is our city's municipal owned utility and provides about $6 million per year to the general revenue, or about 15% of the total city budget. This distribution to the city can be likened to the franchise fees that investor owned utilities pay to cities, where there is no city owned utility.

Municipal owned utilities, or public power, in Florida is highly reliable, efficient and serves more than 3 million Floridians. In Fort Pierce alone, we serve about 28,000 electric customers. We employ around 285 people, while our city (including enterprise funds) employs about 380. We provide a valuable service to our citizens and to ratepayers in our expanded service territory and we are a major employer. The revenue, expenditures and operations of the FPUA, along with the City of Fort Pierce, are fully transparent to the public.

Our company is locally operated and controlled by a Board appointed by our City Commission. Revenues stay in our local community, and fund maintenance and improvements in the utility system infrastructure, and support essential municipal services such as public safety and public works in city government. Our ratepayers have a say in our company's operations and our citizens have a say in our city government. The two entities work hand in hand to provide reliable electric service and help fund vital public services.

As Mayor, I sit on the FPUA Board because our city considers the utility (electric, water, waste water, and gas, as well as fiber optic and bandwidth services) an economic engine that helps drive and grow our city. We strongly oppose this legislation that would severely curtail the ability of the City of Fort Pierce and the FPUA to work together to best serve our customers and citizens.

Sincerely,

Linda Hudson
Mayor

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

January 21, 2020

Senator Gayle Harrell, District 25
215 SW Federal Highway, Suite 203
Stuart, Florida 34994

Dear Senator Harrell:

HB 653 introduced by Representative Caruso, would prohibit municipal electric utilities from using specified revenues to finance general government functions. It's early days in the 2020 Legislative session, but I wanted you to know we strongly oppose HB 653.

HB 653 preempts Florida's constitutional home rule provision for municipalities. It is a direct attack on local government and local decision-making.

The Fort Pierce Utilities Authority (FPUA) is our city's municipal owned utility and provides about $6 million per year to the general revenue, or about 15% of the total city budget. This distribution to the city can be likened to the franchise fees that investor owned utilities pay to cities, where there is no city owned utility.

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Our company is locally operated and controlled by a Board appointed by our City Commission. Revenues stay in our local community, and fund maintenance and improvements in the utility system infrastructure, and support essential municipal services such as public safety and public works in city government. Our ratepayers have a say in our company's operations and our citizens have a say in our city government. The two entities work hand in hand to provide reliable electric service and help fund vital public services.

As Mayor, I sit on the FPUA Board because our city considers the utility (electric, water, waste water, and gas, as well as fiber optic and bandwidth services) an economic engine that helps drive and grow our city. We strongly oppose this legislation that would severely curtail the ability of the City of Fort Pierce and the FPUA to work together to best serve our customers and citizens.

Sincerely,

Linda Hudson
Mayor

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

Meeting Date: 01/21/2020

Re: Approve award of North 17th Street Roadway Improvements Construction Contrac

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve award of Bid No. 2019-024,North 17th Street Roadway Improvements (Orange Avenue to Avenue D) Construction contract to PAV-CO Contracting, Inc, Stuart, FL, in an amount not to exceed $1,701,756.80.

SUMMARY:

The work associated with this construction project includes the reconstruction of North 17th Street between Avenue D and Orange Avenue. New construction includes the rebuild of the roadway complete with new sidewalks, curb & gutter, drainage improvements, new sanitary sewer installation and utilities. All activities are part of stormwater conveyance improvements for flood abatement. This is a FEMA Hazard Mitigation Grant Program project and FPUA project.

PRP Construction Group, LLC was the lowest bidder for this project. However, due to performance and delay issues that the Engineering Department had with recent projects (Surfside Neighborhood Drainage Improvements and S. 7th Street Roadway Improvements), staff strongly recommends award to the second lowest bidder, PAV-CO Contracting, Inc. PAV-CO's past performance on South13th Street Raodway Improvement project was commendable without delays. The FEMA Grant Agreement for the North 17th Street Roadway Improvements stipulates that the project will be completed and closed-out by March 31, 2021.

RECOMMENDATION:

Staff recommends the award of the construction contract to PAV-CO Contracting, Inc.

ALTERNATIVES:

Re-bid the project

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

FEMA and FPUA

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2020
Account:	See Below

Amount: 1,701,756.80

FISCAL IMPACT:

Multiple funding sources will be utilized to offset the project's cost. Funding sources are as follows:

1. SMU Revenue Account No. 403-4300-538-6330 - $110,317
2. SUR Expense Account No. 100-1111-519-6321 - $305,897
3. FEMA Hazard Mitigantion Grant - $856,198
4. FPUA - $429,345

Attachments

Tabulation of Bids
PAV-CO Bid Sheet
Construction Bid Plans

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/13/2020 10:24 AM
City Manager	Nick Mimms	01/15/2020 09:17 AM
Form Started By: Venetia Barnes		Started On: 01/08/2020 03:36 PM
Final Approval Date: 01/15/2020		

CITY OF FORT PIERCE
TABULATION OF BIDS

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."	
BID ON:	**NORTH 17TH STREET ROADWAY IMPROVEMENTS (AVENUE D TO ORANGE AVE)**
BID NUMBER:	**2019-024**
DATE:	10/10/19 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 34 = 8.82 %
0 "No Bids"
Total = 8.82 %

VENDOR	BID BOND	TOTAL BID AMOUNT
PRP Construction Group LLC *Indiantown, FL*	**10%**	**$1,498,390.70**
PAV-Co Contracting Inc. *Stuart, FL*	**10%**	**$1,701,756.80**
C.W. Roberts Contracting *Okeechobee, FL*	**10 %**	**$2,237,444.00**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

EXHIBIT "E"

BID FORM

SECTION 016

BID NO.2019-024

NORTH 17TH STREET – AVENUE D TO ORANGE AVENUE

ROADWAY					
Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION (NON-UTILITIES)	LS	1	150,997.78	150,997.78
101-2A	MATERIAL TESTING(NON-UTILITIES)	LS	1	14,630.00	14,630.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	59,700.00	59,700.00
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	18,900.00	18,900.00
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS (NON-UTILITIES)	LS	1	87,440.00	87,440.00
110-1-1	CLEARING & GRUBBING	AC	2.62	25,000.00	65,500.00
110-7-4	MAILBOX (RELOCATE)	EA	30	50.00	1,500.00
120-1	REGULAR EXCAVATION	CY	2655	10.00	26,550.00
120-6	EMBANKMENT	CY	75	20.00	1,500.00
160-4	STABILIZATION, TYPE "B"	SY	7531	6.00	45,186.00
285-706	CEMENTED COQUINA LBR 100 (8")	SY	6183	18.00	111,294.00
285-714	CEMENTED COQUINA LBR 100 (14")	SY	47	20.00	940.00
286-1	ASPHALT TURNOUT CONSTRUCTION	SY	255	120.00	30,600.00
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1")	SY	64	20.00	1,280.00
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C)	TN	347	130.00	45,110.00
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (SP-12.5) (TRAFFIC C)	TN	516	130.00	67,080.00
425-1-201	INLETS (CURB TYPE 9) (<10')	EA	15	3,795.00	56,925.00
425-1-203	INLETS (CURB TYPE 9) (J BOTTOM) (<10')	EA	3	6,215.00	18,645.00
425-1-529	INLETS (DITCH BOTTOM) (MODIFY)	EA	1	2,145.00	2,145.00
425-1-910	INLETS (CLOSED FLUME)	EA	1	2,145.00	2,145.00

ROADWAY (cont.)					
Item No.	Description	Units	Quantity	Unit Price	Amount
430-171-125	CONCRETE PIPE CULVERT (18" RCP)	LF	905	64.00	57,920.00
430-175-218	CONCRETE PIPE CULVERT (14"X23" ERCP)	LF	411	75.00	30,825.00
515-1-2	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	LF	9	100.00	900.00
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4463	22.00	98,186.00
520-2-4	CONCRETE CURB (TYPE D)	LF	69	22.00	1,518.00
520-2-9	CONCRETE CURB (HEADER)	LF	303	28.00	8,484.00
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2216	50.78	112,528.48
522-2	CONCRETE SIDEWALK, 6" THICK	SY	1350	49.50	66,825.00
526-1-2A	ARCHITECTURAL PAVERS (ROADWAY)	SF	901	25.00	22,525.00
527-2	DETECTABLE WARNINGS	SF	233	44.00	10,252.00
550-10-210	FENCING, TYPE B, (0.0-5.0'), STANDARD FEATURES	LF	429	25.00	10,725.00
550-10-919	FENCING, SPECIAL TYPE, 0.0-5.0', SPECIAL	LF	88	40.00	3,520.00
550-60-211	FENCE GATE, TYPE B, 4' SINGLE, 0.0-6.0' OPENING	EA	2	1,000.00	2,000.00
550-60-222	FENCE GATE, TYPE B, 4' DOUBLE, 6.1-12.0' OPENING	EA	1	2,000.00	2,000.00
550-60-223	FENCE GATE, TYPE B, 4' DOUBLE, 12.1-18.0' OPENING	EA	1	2,500.00	2,500.00
570-1-2	PERFORMANCE TURF (SOD)	SY	3256	4.00	13,024.00

EXHIBIT "E"

SIGINING AND MARKING					
Item No.	**Description**	**Units**	**Quantity**	**Unit Price**	**Amount**
700-20-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	19	302.50	5,747.50
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	290	5.50	1,595.00
711-11-121	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")	LF	4427	1.10	4,869.70
711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	LF	322	2.75	885.50
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	178	6.05	1,076.90
711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROWS)	EA	4	93.50	374.00
711-11-221	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")	LF	4506	1.10	4,956.60
711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18")	LF	268	4.13	1,106.84
				GRADING, PAVING & DRAINAGE SUBTOTAL	$1,272,412.30

UTILITIES					
Item No.	**Description**	**Units**	**Quantity**	**Unit Price**	**Amount**
1	DEMOLITION-WATER FACILITIES	LS	1	18,150.00	18,150.00
2	MOBILIZATION(W /WW)	LS	1	37,000.00	37,000.00
3	CONSTRUCTION LAYOUT/RECORD DRAWINGS(WASTEWATER)	LS	1	9,000.00	9,000.00
4	BACTERIOLOGICAL SAMPLING POINT	EA	5	704.00	3,520.00
5	6" PVC WATER MAIN	LF	1900	25.30	48,070.00
6	6" DUCTILE IRON WATER MAIN	LF	80	49.50	3,960.00
7	FIRE HYDRANT	EA	2	3,938.00	7,876.00
8	DUCTILE IRON UTILITY FITTINGS	TN	1.5	7,667.00	11.500.50
9	1" WATER SERVICE (SINGLE SHORT)	EA	20	737.00	14,740
10	1" WATER SERVICE (DOUBLE SHORT)	EA	1	1,045.00	1,045.00

UTILITIES(cont.)

Item No.	Description	Units	Quantity	Unit Price	Amount
11	1" WATER SERVICE (SINGLE LONG)	EA	20	847.00	16,940.00
12	1" WATER SERVICE (DOUBLE LONG)	EA	1	1,177.00	1,177.00
13	6" RESILIENT SEAT GATE VALVE ASSEMBLY	EA	4	1,012.00	4,048.00
14A	6"X6" TAPPING SLEEVE AND VALVE	EA	1	4,697.00	4,697.00
14B	8"X6" TAPPING SLEEVE AND VALVE	EA	1	4,180.00	4,180.00
15	6" MECHANICAL JOINT BELL RESTRAINT	EA	20	93.50	1,870.00
16	6" MEGALUG RESTRAINT	EA	48	99.00	4,752.00
17	6" WATER MAIN DEFLECTION	EA	3	3,465.00	10,395.00
18	6" WATERMAIN TIE-IN AT NORTH & SOUTH SIDE OF CANAL (W/O DEADMAN)	EA	2	1,815.00	3,630.00
19	6" WATER MAIN TIE-IN AT AVE C (WITH DEADMAN)	EA	1	2,288.00	2,288.00
20	6" WATER MAIN REMOVAL IN NON-UTILITY AREAS	LF	1635	11.00	17,985.00
21	6" WATER MAIN REMOVAL IN UTILITIY AREAS	LF	325	13.20	4,290.00
22	DEMOLITION (WASTEWATER)	LS	1	30,580.00	30,580.00
23	8" PVC, SEWER MAIN (0'-6')	LF	1234	30.80	38,007.20
24	8" PVC, SEWER MAIN (>6'-8')	LF	231	35.20	8,131.20
25	8" DUCTILE IRON SEWER MAIN (0'-6')	LF	100	85.80	8,580.00
26	PRECAST 4 FT CONCRETE SANITARY MANHOLES (0'-6')	EA	5	3,608.00	18,040.00
27	PRECAST 4 FT CONCRETE SANITARY MANHOLES (>6'-8')	EA	1	7,040.00	7,040.00
28	6" PVC SEWER SERVICE (SINGLE, 0'-6')	EA	41	1,045.00	42,845.00
29	6" PVC SEWER SERVICE (SINGLE, >6'-8')	EA	4	1,265.00	5,060.00
30	6" DIP SEWER SERVICE (>0'-6')	EA	2	2,365.00	4,730.00

EXHIBIT "E"

BID FORM **SECTION 016**

UTILITIES (cont.)					
31	SANITARY SEWER/STORM CONFLICT STRUCTURE AND SANITARY PIPING	EA	1	6,380.00	6,380.00
32	STAINLESS STEEL-BACKED SEWER FITTINGS	EA	5	132.00	660.00
33	ABANDONED 2" STEEL GAS MAIN REMOVAL	LF	2100	6.60	13,860.00
101-2A	MATERIAL TESTING (UTILITIES)	LS	1	8,800.00	8,800.00
630-2-11	CONDUIT (F&I) (4") (SCH 40)	LF	456	12.10	5,517.60
				UTILITIES SUBTOTAL $	429,344.50
				GRAND TOTAL BID $	1,701,756.80

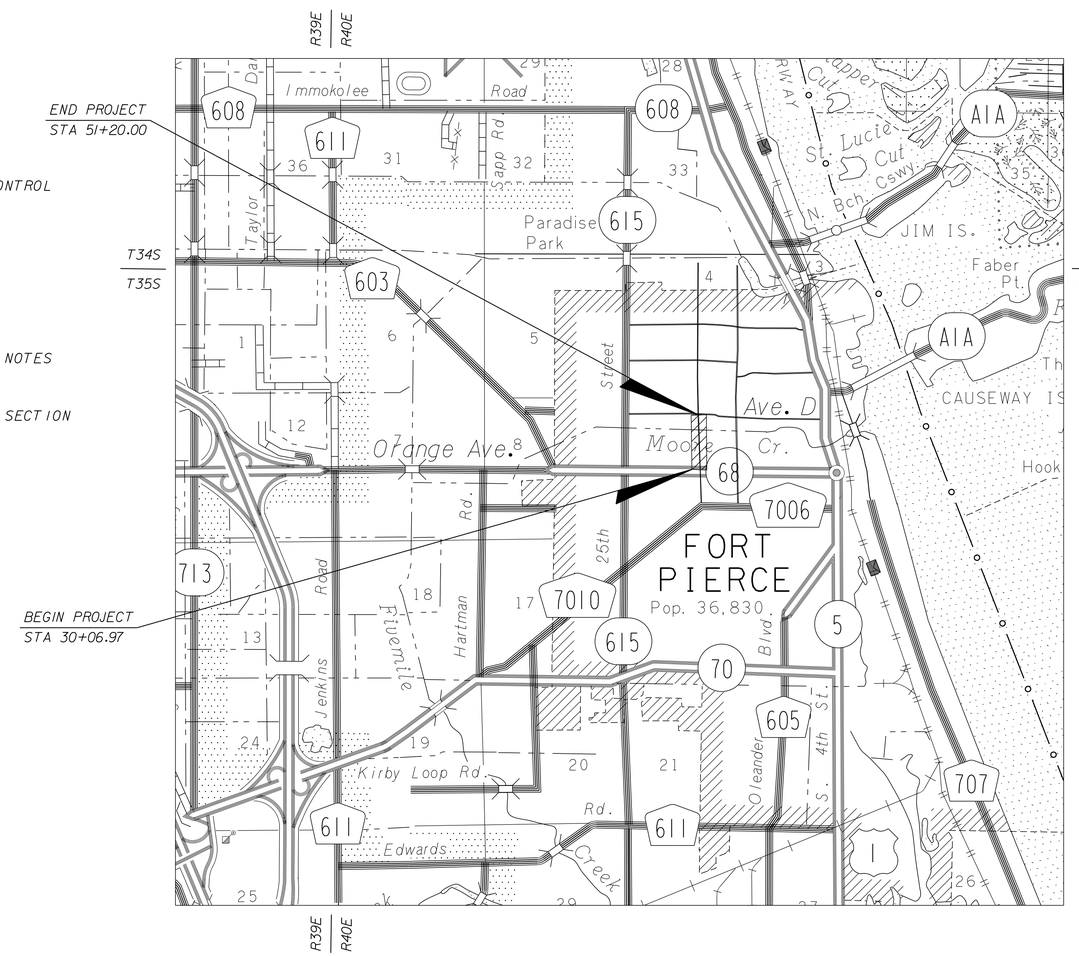
CONTRACT PLANS

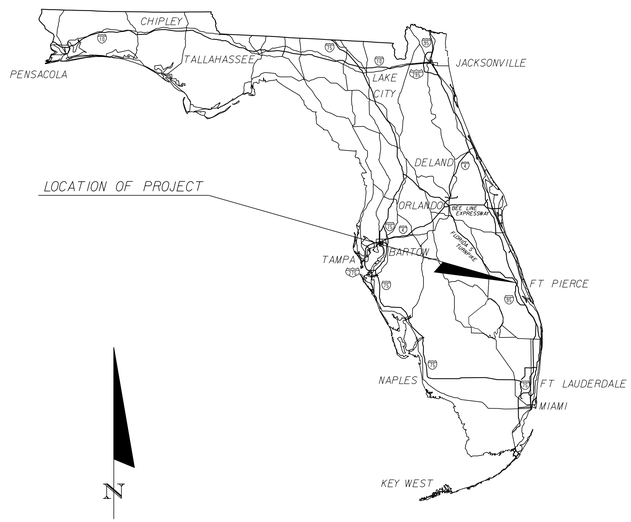
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS
4	SUMMARY OF QUANTITIES
5	TYPICAL SECTION
6 - 7	HORIZONTAL & VERTICAL CONTROL
8 - 11	PLAN AND PROFILE
12 - 15	MISCELLANEOUS DETAILS
16 - 17	OMITTED
18 - 37	CROSS SECTIONS
38 - 39	SIGNING AND MARKING
40	EROSION CONTROL GENERAL NOTES
41 - 43	EROSION CONTROL
44 - 45	TRAFFIC CONTROL TYPICAL SECTION
46 - 49	UTILITY PLAN / PROFILE
50 - 52	FPUA DETAILS

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS LATEST EDITION,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION LATEST EDITION,
AS AMENDED BY CONTRACT DOCUMENTS.





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T34S / T35S

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ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

KIMLEY-HORN AND ASSOCIATES, INC.
BRIAN GOOD, P.E.
445 24TH STREET, SUITE 200
VERO BEACH, FLORIDA 32960

PLANS PREPARED BY:

Kimley»Horn

445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
TEL (772) 794-4100
PROJECT NUMBER: 47922003
CERTIFICATE OF AUTHORIZATION: 00000696

ROADWAY PLANS
ENGINEER OF RECORD: BRIAN GOOD, P.E.

P.E. NO.: 56939

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PREPARED FOR:
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

SHEET NO.
1

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF FORT PIERCE, AND FDOT DESIGN STANDARDS, LATEST EDITION.

2. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST ISSUE AND CITY OF FORT PIERCE STANDARD CONSTRUCTION DETAILS.

3. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

4. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.

PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED FOURTEEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE CITY WITH A FOURTEEN DAY ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. PAYMENT FOR PRE-TRENCHING, SURVEY, AND BACKFILLING SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

5. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK.

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT. THE CONTRACTOR WILL RECEIVE NO DIRECT PAYMENT TO SUPPORT AND/OR PROTECT ANY AND ALL UTILITIES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

7. THE CONTRACTOR SHALL GIVE AT (2) BUSINESS DAYS NOTICE TO UTILITY COMPANIES TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. CONTACT SUNSHINE STATE ONE AT 1-800-432-4770.

8. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

10. THE CONTRACTOR SHALL CONTACT THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE IMMEDIATELY OF ANY CONFLICT ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

11. B.M. DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-'29).

12. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

13. STORM SEWER PIPE LENGTHS SHOWN ARE APPROXIMATE, AND MAY BE ADJUSTED AS REQUIRED UPON APROVAL BY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT.

14. INSTALLATION OF ALL STORM SEWERS, INLETS, MANHOLES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AS INDICATED ON THE DRAWINGS. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III PIPE.

15. ALL CATCH BASINS AND PIPE INVERTS SHALL BE AS INDICATED ON THE DRAWINGS.

16. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

17. ALL COMPLETED DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED. ALL DRAINAGE STRUCTURES (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

18. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

19. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE CITY OF FORT PIERCE FIELD ENGINEER.

20. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED, OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES AT NO ADDITIONAL COST.

22. REGARDING MAIL BOXES, WALLS, FENCES, SECURITY GATE TRACKING, OR OTHER PRIVATE PROPERTY OR IMPROVEMENTS THAT SHALL BE TEMPORARILY RELOCATED AND REPLACED, THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE OWNER. ANY AND ALL COSTS ASSOCIATED WITH COORDINATING, REMOVING, AND REPLACING ANY PROPERTY ITEMS SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

23. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 600 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND/OR BUSINESSES.

24. NO TREES ARE TO BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL FROM THE CITY OF FORT PIERCE FIELD ENGINEER (CITY PERMIT REQUIRED FOR ANY TREE REMOVAL).

25. COMPLETE 'AS-BUILT' INFORMATION RELATIVE TO LOCATION, SIZE AND DEPTH OF NEW PIPES, MANHOLES, INLETS, ETC., SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED (SIGNED AND SEALED BY A FLORIDA CERTIFIED P.LS.) TO THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL RECORD INFORMATION ON EXISTING UTILITY CROSSINGS ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPES, INLETS, MANHOLE, ETC., SHALL BE RECORDED BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS. THE COST OF SIGNED AND SEALED AS-BUILTS SHALL BE INCLUDED IN OVERALL BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, SIDEWALKS, PIPES, CONDUITS, CURBS, CABLES, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY OF FORT PIERCE. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., PRIOR TO BEGINNING WORK IN ANY AREA.

27. ALL DRAINAGE PIPES SHALL BE APPROVED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL CONSTRUCT A FILTER FABRIC JACKET AT ALL PROPOSED STORM SEWER JOINTS AS PER FDOT INDEX 280. COST OF FILTER FABRIC JACKET SHALL BE INCLUDED IN UNIT PIPE COSTS.

28. EXISTING DRAINAGE STRUCTURES IN CONFLICT WITH PROPOSED DRAINAGE STRUCTURES SHALL BE REMOVED UNLESS OTHERWISE NOTED. ALL OTHER EXISTING DRAINAGE STRUCTUES WITHIN CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED. REMOVAL OF EXISTING DRAINAGE STRUCTURE IS TO INCLUDE ASSOCIATED PIPING TO DOWNSTREAM STRUCTURE OR TO TIE IN WITHIN PROPOSED STORM SEWER PIPING.

29. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.

30. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER. STAGING AND STORAGE SHALL BE CONDUCTED WITHIN PUBLIC R/W AND/OR CONSTRUCTION EASEMENTS (ACCESS LICENSE AGREEMENTS).

31. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN TO DETERMINE IMPACTS TO EXISTING TREES AND VEGETATION. ALL TREES AND VEGETATION DESIGNATED TO REMAIN SHALL BE PROTECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY.

32. PROPOSED DRAINAGE STRUCTURES HAVE BEEN SIZED BASED UPON THE AVAILABLE UTILITY INFORMATON. THE CONTRACTOR SHALL VERIFY THAT PROPOSED DIMENSIONS WILL ACCOMMODATE THE EXISTING AND PROPOSED STORM SEWER CONFIGURATION PRIOR TO SUBMITTING SHOP DRAWINGS. DRAINAGE CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE DRILLED AT THE SPECIFIED INVERT.

33. EXISTING UTILITY CONTACT INFORMATION:

UTILITY COMPANY	CONTACT	PHONE NUMBER	ADDRESS
AT&T	~~MARK GUTIERREZ,~~	772-460-4443	3300 OKEECHOBEE RD. FORT PIERCE, FL 34947
COMCAST CABLE	ANTHONY SPRINGSTEEL	561-804-0973	10435 IRONWOOD ROAD PALM BEACH GARDENS, FL 33410
FLORIDA GAS TRANSMISSION - FORT PIERCE	JOSEPH SANCHEZ	407-838-7171	601 S LAKE DESTINY ROAD SUITE 450 MAITLAND, FL 32794
FORT PIERCE UTILITY AUTHORITY ELECTRIC / GAS	PAUL LAGUERRE	772-466-1600	P.O.BOX 3191 FORT PIERCE, FL 34947
FORT PIERCE UTILITY AUTHORITY WATER / SEWER	JAMES CARNES	772-466-1600	P.O.BOX 3191 FORT PIERCE, FL 34947

34. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT STANDARD INDEX #102:

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.

B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER STANDARD INDEX #102.

C. ALL FENCING, GRADING, SIGNING AND SODDING SHALL BE MAINTAINED DURING THE CONTRACT LIFE. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

35. DETECTABLE WARNING SURFACES SHALL CONSIST OF A.D.A. TRUNCATED DOME CONCRETE PAVING UNITS (4"X8"X2-3/8"). WARNING SURFACES SHALL EXTEND TWO FEET FROM BACK OF CURB AND SPAN RAMP RUN WIDTH. WARNING SURFACE COLOR SHALL BE "BRICK RED".

36. ROADWAY AND LANDSCAPE IMPROVEMENTS HAVE BEEN PREPARED UNDER DIRECTION THAT ALL ABOVE GROUND ELECTRICAL DISTRIBUTION SERVICES WILL BE RELOCATED UNDERGROUND.

37. ALL EXISTING MAILBOXES WITHIN LIMITS OF CONSTRUCTION SHALL BE RELOCATED IN ACCORDANCE WITH CITY AND POSTAL CODES.

38. NON-STRUCTURAL CONCRETE UTILIZED IN CURB AND GUTTER, SIDEWALK AND URBAN FLARED TURNOUT CONSTRUCTION SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

GENERAL NOTES

SHEET NO. 2

SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	ROADWAY		
101-1	MOBILIZATION (NON-UTILITIES)	LS	1
101-2A	MATERIAL TESTING (NON-UTILITIES)	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1
108-1	AS-BUILTS (NON-UTILITIES)	LS	1
110-1-1	CLEARING & GRUBBING	AC	2.62
110-7-4	MAILBOX (RELOCATE)	EA	30
120-1	REGULAR EXCAVATION	CY	2,655
120-6	EMBANKMENT	CY	75
160-4	STABILIZATION, TYPE "B"	SY	7,531
285-706	CEMENTED COQUINA LBR 100 (8")	SY	6,183
285-714	CEMENTED COQUINA LBR 100 (14")	SY	47
286-1	ASPHALT TURNOUT CONSTRUCTION	SY	255
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1")	SY	64
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C)	TN	347
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (SP-12.5) (TRAFFIC C)	TN	516
425-1-201	INLETS (CURB TYPE 9) (<10')	EA	17
425-1-203	INLETS (CURB TYPE 9) (J BOTTOM) (<10')	EA	1
425-1-529	INLETS (DITCH BOTTOM) (MODIFY)	EA	1
425-1-910	INLETS (CLOSED FLUME)	EA	1
425-2-041	MANHOLES (P-7) (<10')	EA	2
430-171-125	CONCRETE PIPE CULVERT (18" RCP)	LF	905
430-175-218	CONCRETE PIPE CULVERT (14"X23" ERCP)	LF	411
515-1-2	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	LF	9
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4,463
520-2-4	CONCRETE CURB (TYPE D)	LF	69
520-2-9	CONCRETE CURB (HEADER)	LF	303
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2,216
522-2	CONCRETE SIDEWALK, 6" THICK	SY	1,350
526-1-2A	ARCHITECTURAL PAVERS (ROADWAY)	SF	901
527-2	DETECTABLE WARNINGS	SF	233
550-10-210	FENCING, TYPE B, (0.0-5.0'), STANDARD FEATURES	LF	429
550-10-919	FENCING, SPECIAL TYPE, 0.0-5.0', SPECIAL	LF	88
550-60-211	FENCE GATE, TYPE B, 4' SINGLE, 0.0-6.0' OPENING	EA	2
550-60-222	FENCE GATE, TYPE B, 4' DOUBLE, 6.1-12.0' OPENING	EA	1
550-30-223	FENCE GATE, TYPE B, 4' DOUBLE, 12.1-18.0' OPENING	EA	1
570-1-2	PERFORMANCE TURF (SOD)	SY	3,256
	SIGNING AND MARKING		
700-20-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	19
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	290
711-11-121	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")	LF	4,427
711-11-121	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	LF	322
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	178
711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROWS)	EA	4
711-11-221	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")	LF	4,506
711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18")	LF	268
	UTILITIES		
1	DEMOLITION - WATER FACILITIES	LS	1
2	MOBILIZATION (W / WW)	LS	1
3	CONSTRUCTION LAYOUT / RECORD DRAWINGS (WATER / WASTEWATER)	LS	1
4	BACTERIOLOGICAL SAMPLING POINT	EA	5
5	6" PVC WATER MAIN	LF	1,900
6	6" DUCTILE IRON WATER MAIN	LF	80
7	FIRE HYDRANT	EA	2
8	DUCTILE IRON UTILITY FITTINGS	TN	1.5
9	1" WATER SERVICE (SINGLE SHORT)	EA	20
10	1" WATER SERVICE (DOUBLE SHORT)	EA	1
11	1" WATER SERVICE (SINGLE LONG)	EA	20
12	1" WATER SERVICE (DOUBLE LONG)	EA	1
13	6" RESILIENT SEAT GATE VALVE ASSEMBLY	EA	4
14A	6"X6" TAPPING SLEEVE AND VALVE	EA	1
14B	8"X6" TAPPING SLEEVE AND VALVE	EA	1
15	6" MECHANICAL JOINT BELL RESTRAINT	EA	20
16	6" MEGALUG RESTRAINT	EA	48
17	6" WATER MAIN DEFLECTION	EA	3
18	6" WATERMAIN TIE-IN AT NORTH & SOUTH SIDE OF CANAL (W/O DEADMAN)	EA	2
19	6" WATER MAIN TIE-IN AT AVE C (WITH DEADMAN)	EA	1
20	6" WATER MAIN REMOVAL IN NON-UTILITY AREAS	LF	1,635
21	6" WATER MAIN REMOVAL IN UTILITIY AREAS	LF	325
22	DEMOLITION (WASTEWATER)	LS	1
23	8" PVC, SEWER MAIN (0'-6')	LF	1,234
24	8" PVC, SEWER MAIN (>6'-8')	LF	231
25	8" DUCTILE IRON SEWER MAIN (0'-6')	LF	100
26	PRECAST 4 FT CONCRETE SANITARY MANHOLES (0'-6')	EA	5
27	PRECAST 4 FT CONCRETE SANITARY MANHOLES (>6'-8')	EA	1
28	6" PVC SEWER SERVICE (SINGLE, 0'-6')	EA	41
29	6" PVC SEWER SERVICE (SINGLE, >6'-8')	EA	4
30	6" DIP SEWER SERVICE (>0'-6')	EA	2
31	SANITARY SEWER/STORM CONFLICT STRUCTURE AND SANITARY PIPING	EA	1
32	STAINLESS STEEL-BACKED SEWER FITTINGS	EA	5
101-2A	MATERIAL TESTING (UTILITIES)	LS	1
630-2-11	CONDUIT (F&I) (4") (SCH 40)	LF	456

PAY ITEM FOOTNOTES

101-2A, 101-2B — THE CONTRACTOR SHALL RETAIN THE SERVICES OF A TESTING LABORATORY TO PROVIDE TESTING SERVICES AS REQUIRED BY THE PROJECT SPECIFICATIONS. ALL INSPECTIONS, TEST OR APPROVALS REQUIRED BY LAWS OR REGULATIONS SHALL BE PERFORMED. THE TESTING LABORATORY SHALL MAIL COPIES OF ALL TEST REPORTS INDEPENDENTLY TO THE CITY, ENGINEER AND CONTRACTOR. ALL TESTING COSTS ASSOCIATED WITH INSTALLATION OF THE PROPOSED UTILITY IMPROVEMENTS SHALL BE INCORPORATED WITH PAY ITEM 101-2B, ALL OTHER TESTING COSTS SHALL BE INCORPORATED INTO PAY ITEM 101-2A.

102-1 — COST OF MAINTENANCE OF TRAFFIC SHALL INCLUDE BUT NOT BE LIMITED TO CONSTRUCTION SIGNS, BUSINESS SIGNS, TEMPORARY BARRICADES, VARIABLE MESSAGE SIGNS, TEMPORARY REFLECTIVE PAVEMENT MARKERS, TEMPORARY PAVEMENT MARKINGS, INCIDENTAL TEMPORARY PAVEMENT, DUST CONTROL, ANY TEMPORARY DRAINAGE ELEMENTS BEYOND WHAT IS SPECIFIED IN THE CONTRACT DOCUMENTS, AND ALL ITEMS NECESSARY TO MEET THE MAINTENANCE OF TRAFFIC REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AS PRESCRIBED IN SECTION 600 OF THE FDOT STANDARD INDEXES.

104-2 — COST TO INCLUDE, BUT NOT LIMITED TO, DESILTING ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES AND CULVERTS WITHIN THE PROJECT LIMITS PRIOR TO FINAL ACCEPTANCE. COST TO INCLUDE ALL NECESSARY EROSION CONTROL MEASURES AND MATERIALS.

110-1-1 — COST TO INCLUDE, BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING SIDEWALK IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.

285-706, 285-714 — THE COST OF THE PRIME COAT SHALL BE INCLUDED IN THE PRICE OF THE BASE.

286-1 — COST TO INCLUDE, BUT NOT LIMITED TO, BASE MATERIAL AND ASPHALTIC CONCRETE.

334-1-13X — THE COST OF THE TACK COAT SHALL BE INCLUDED IN THE PRICE OF THE ASPHALT.

520-2-9 — COST OF HEADER CURB TO INCLUDE STEEL REINFORCEMENT.

526-1-2A — COST TO INCLUDE BUT NOT LIMITED TO, PAVERS, BEDDING SAND, 6" THICK CONC. SUB-SLAB, LABOR AND ALL INCIDENTAL ITEMS NECESSARY.

522-1 — COST OF PEDESTRIAN RAMPS AND WARNING DOMES TO BE INCLUDED. ALL SIDEWALK JOINTS ARE TO BE SAWCUT AS PER FDOT SPECIFICATION. TOOLED JOINTS ARE NOT PERMITTED.

570-1-2 — COST OF PERFORMANCE TURF TO INCLUDE SOD, FERTILIZER, MOWING, WATERING, TOOLS, EQUIPMENT, LABOR AND ALL INCIDENTAL ITEMS NECESSARY. TURF TO MATCH EXISTING ADJACENT R/W TURF.

1 - 32 — PAY ITEM FOOTNOTES REGARDING ALL PROPOSED UTILITY IMPROVEMENTS ARE REFERENCED UNDER SECTION 01550 MEASUREMENT AND PAYMENT OF BID DOCUMENTS.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SUMMARY OF PAY ITEMS

SHEET NO. 3

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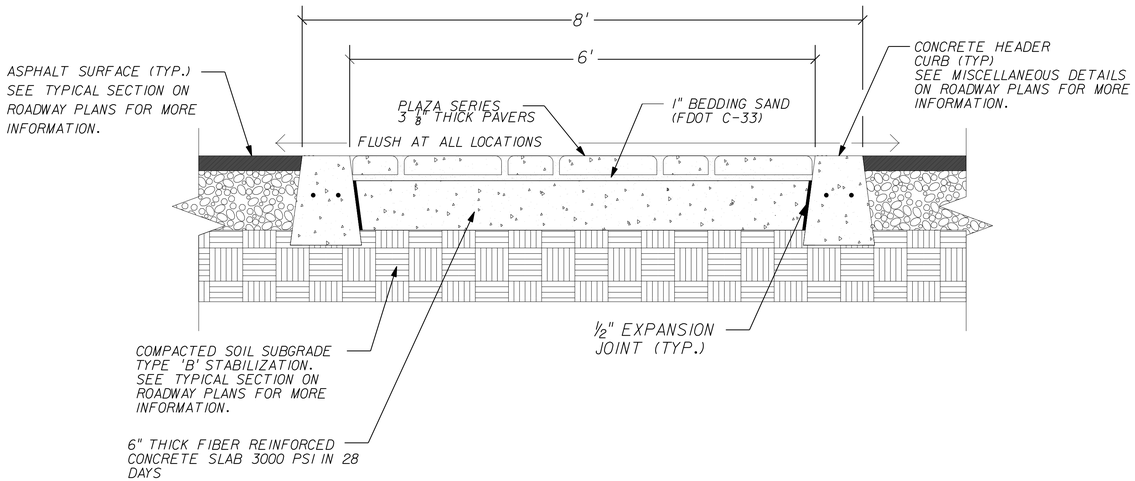
SUMMARY OF FENCE

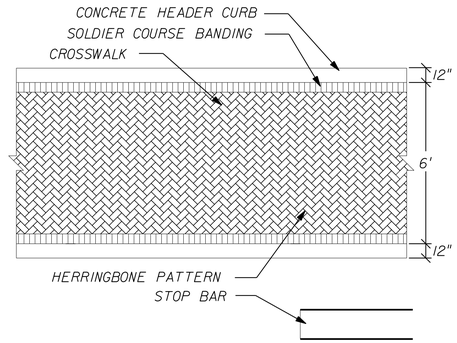
N. 17TH STREET		SIDE	FENCE LENGTH					SWING GATE			FIELD BOOK REFERENCE
			TYPE 'B'			PICKET VINYL	PICKET WOODEN	SINGLE	DOUBLE		
FROM STATION	TO STATION		6' HEIGHT	5' HEIGHT	4' HEIGHT	4' HEIGHT	4' HEIGHT	4' WIDTH	18' WIDTH	24' WIDTH	
33+87.30	33+87.67	RT	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	
33+99.67	34+24.21	RT	0.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0	
34+53.97	34+90.13	RT	0.0	0.0	0.0	0.0	36.0	0.0	0.0	0.0	
35+45.36	36+38.52	RT	0.0	0.0	126.0	0.0	0.0	1.0	0.0	0.0	
36+19.07	36+57.14	LT	0.0	0.0	38.0	0.0	0.0	0.0	0.0	0.0	
36+77.28	37+65.37	RT	0.0	0.0	105.0	0.0	0.0	0.0	0.0	0.0	
37+57.94	37+86.02	LT	0.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	
36+83.66	39+14.32	RT	0.0	0.0	31.0	0.0	0.0	0.0	0.0	0.0	
39+07.78	39+32.85	LT	0.0	0.0	0.0	25.0	0.0	0.0	0.0	0.0	
39+37.62	39+57.67	LT	0.0	0.0	0.0	27.0	0.0	0.0	1.0	0.0	
47+31.19	47+40.25	RT	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	
48+93.76	49+73.38	RT	0.0	0.0	55.0	0.0	0.0	1.0	0.0	1.0	
TOTAL:			0.0	12.0	417.0	52.0	36.0	2.0	1.0	1.0	



-SAND-SWEEP JOINTS USING POLYMERIC SAND JOINING MATERIAL
JOINTS SHALL NOT EXCEED 1/8"
-SEAL WITH PROTECTIVE SEALANT OR MANUFACTURER'S APPROVED EQUAL

CROSSWALK PAVING DETAIL - SECTION

SECTION N.T.S.



PAVER INFORMATION:
MANUFACTURED BY HANSON PAVER PRODUCTS
PAVER: PLAZA SERIES 4"X8"X3 1/8"
COLOR: RED/TAN/CHARCOAL (SOLID BRICK COLORS)
FIELD PATTERN: 45° HERRINGBONE
BANDING PATTERN: SOLDIER COURSE (RED)

CROSSWALK PAVING DETAIL - PLAN

PLAN N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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445 24TH STREET, SUITE 200
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CERTIFICATE OF AUTHORIZATION: 00000696

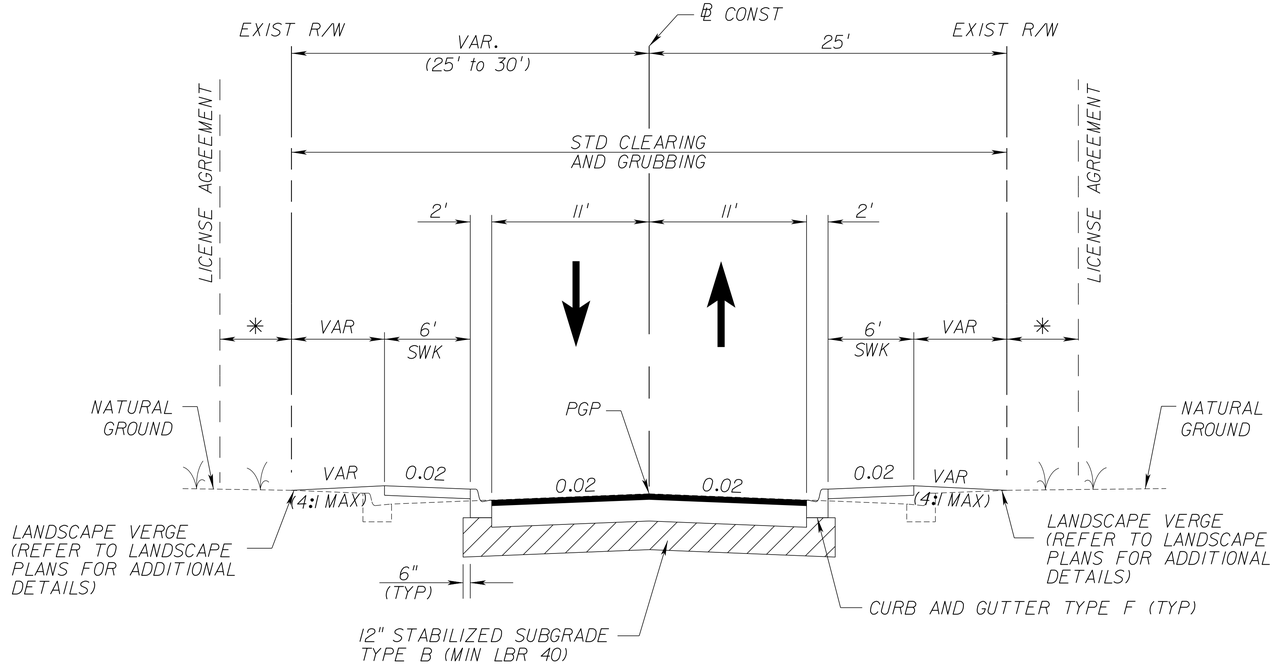
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

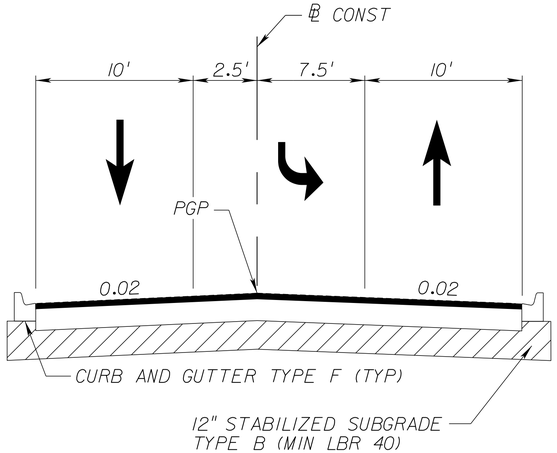
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SUMMARY OF QUANTITIES

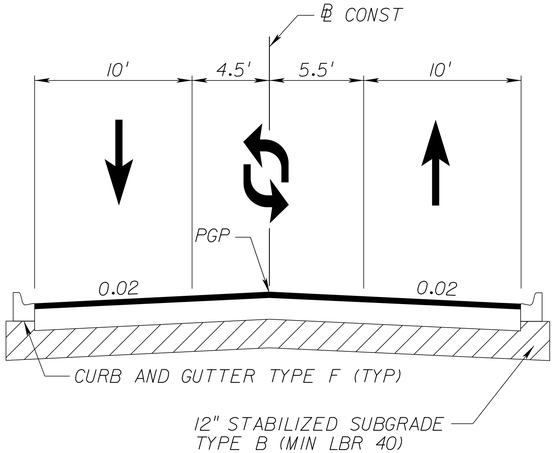
SHEET NO. 4

mike.forman 10/19/2016 8:43:37 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SPDTRD07.dgn





STA 30+48.47 TO STA 32+60.00



STA 48+30.00 TO STA 51+05.24

* SEE PLANS FOR ADDITIONAL INFORMATION REGARDING WIDTHS AND LOCATIONS.

PAVEMENT DESIGN

TYPE SP 9.5 STRUCTURAL COURSE (TRC)(1")
TYPE SP 12.5 STRUCTURAL COURSE (TRC)(1.5")
CEMENTED COQUINA LBR 100 (8")
STABILIZED SUBGRADE TYPE 'B' (12")

FDOT PAVEMENT DESIGN

TYPE SP 9.5 STRUCTURAL COURSE (TRC)(1")
TYPE SP 12.5 STRUCTURAL COURSE (TRC)(2")
CEMENTED COQUINA LBR 100 (14")
STABILIZED SUBGRADE TYPE 'B' (12")

PAVEMENT MILLING

MILL EXISTING ASPHALT PAVEMENT (1")

PAVEMENT RESURFACING

TYPE SP 9.5 STRUCTURAL COURSE (TRC)(1")

POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

NORTH 17TH STREET

℄ STA 30+48.47 TO STA 51+05.24

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

TYPICAL SECTION

SHEET NO. 5

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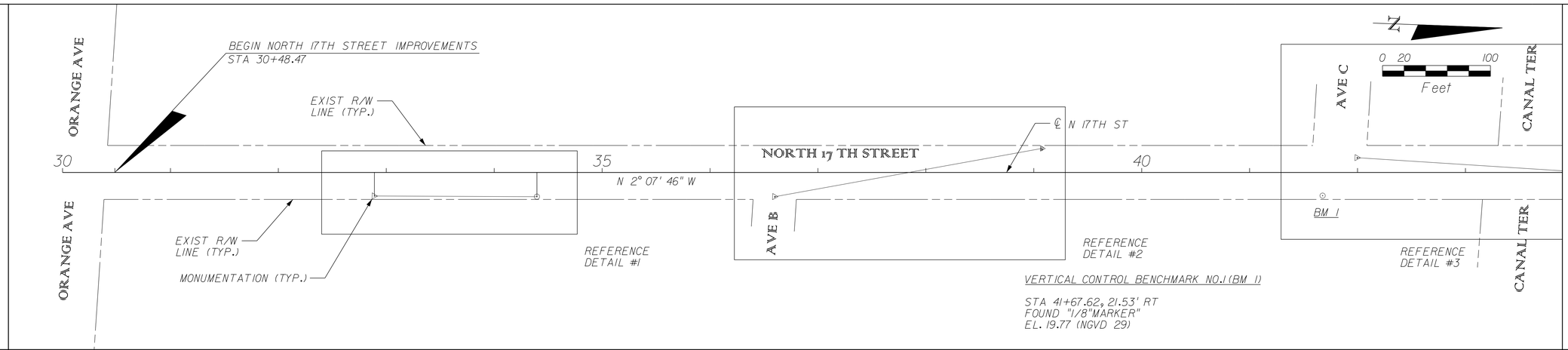

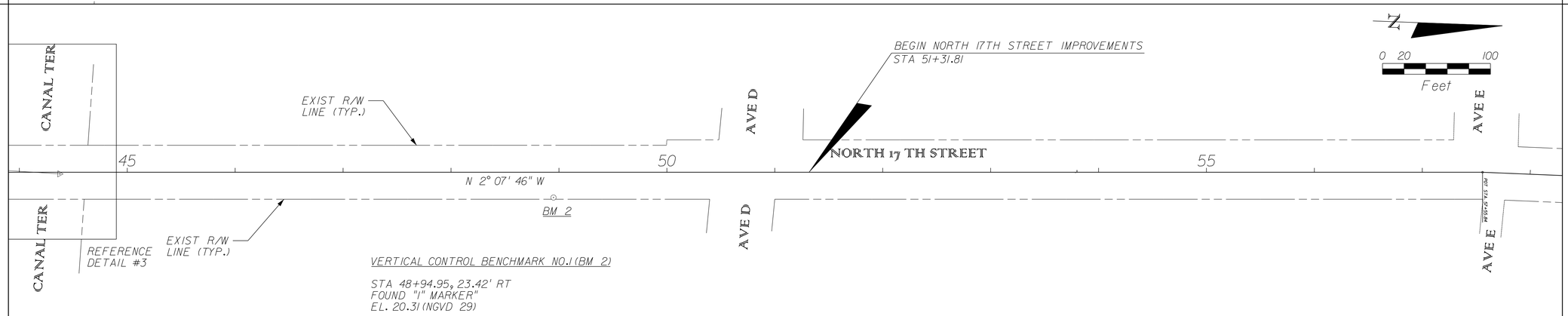

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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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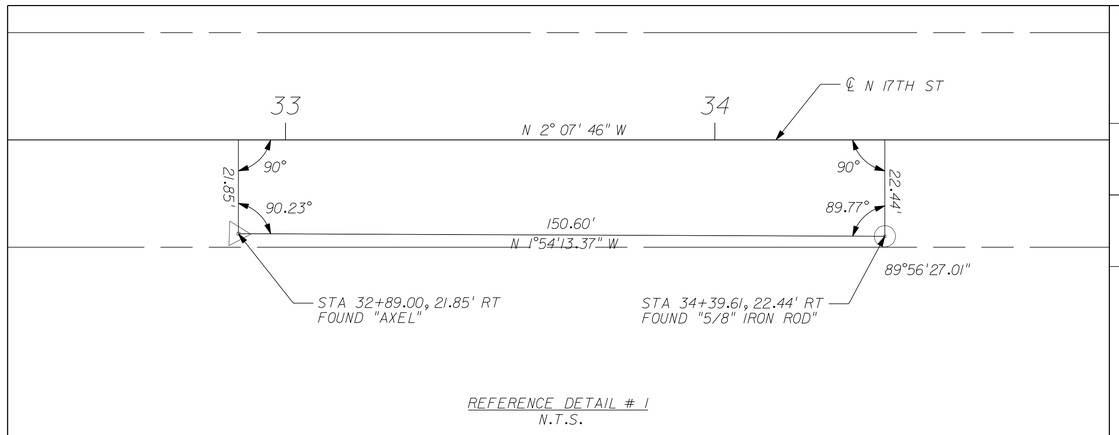
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

HORIZONTAL & VERTICAL CONTROL

SHEET NO. 6

mike.forman 10/19/2016 8:43:43 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\PLANHVC01.dgn



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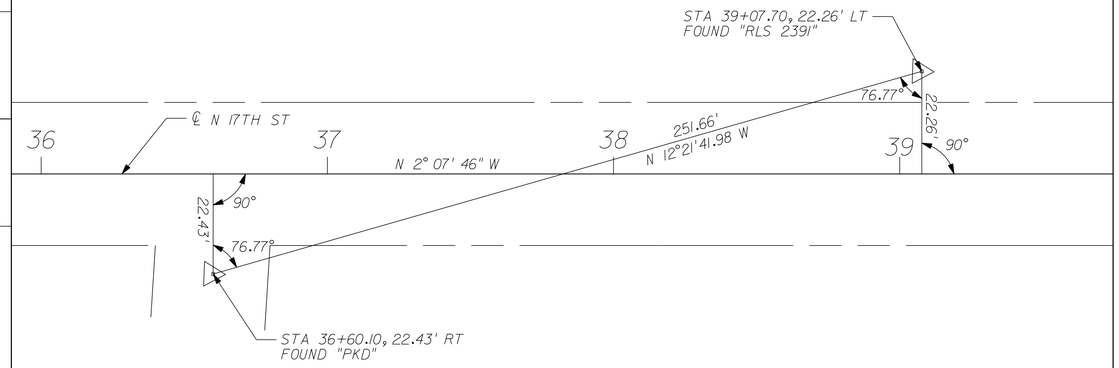
N.T.S.



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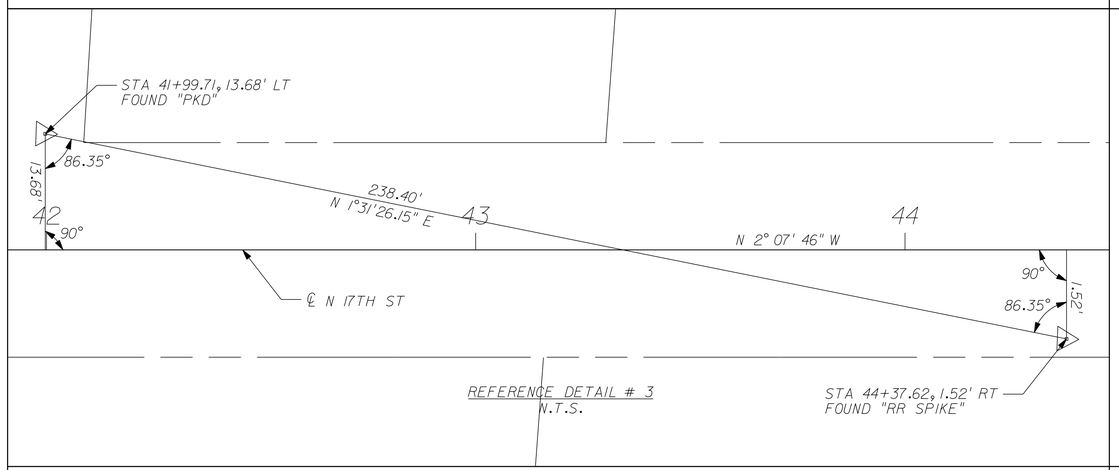

REFERENCE DETAIL # 3
N.T.S.

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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

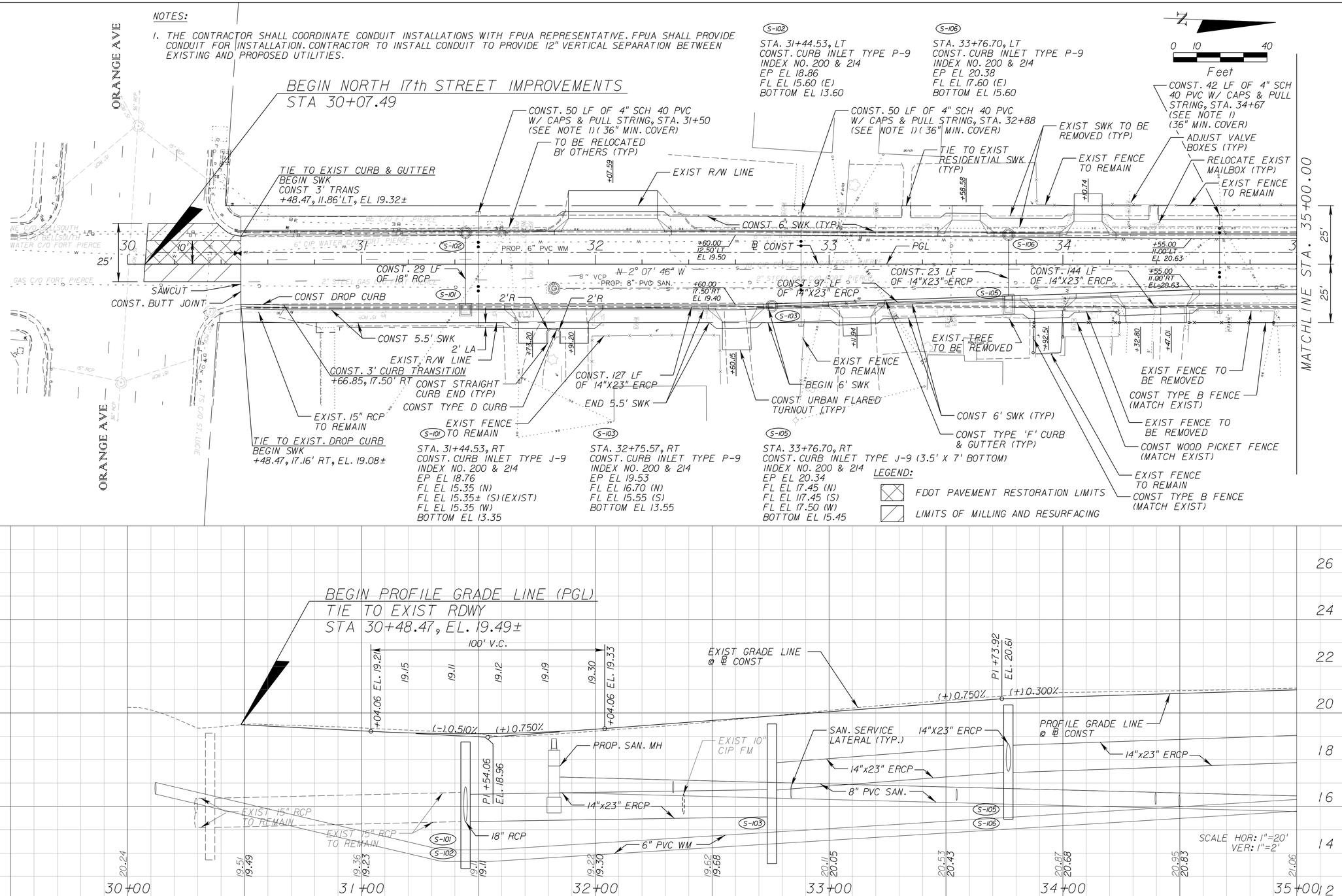
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

HORIZONTAL & VERTICAL CONTROL

SHEET NO.
7

NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

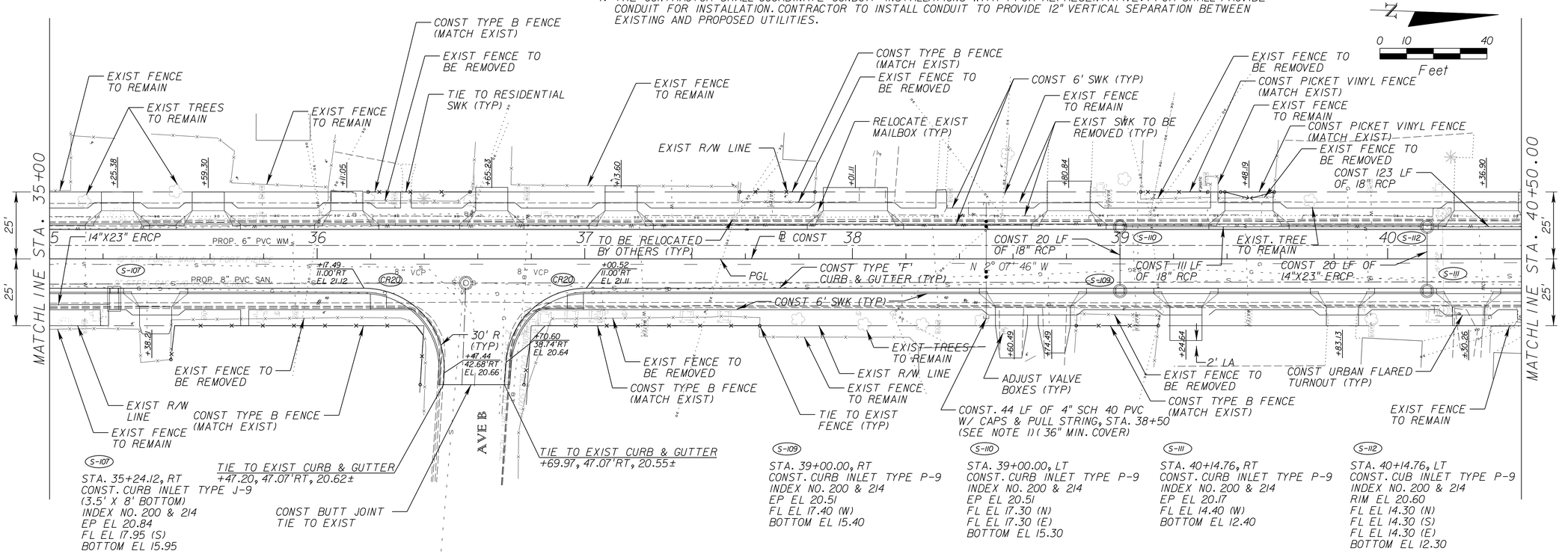
PLAN AND PROFILE

SHEET NO. 8

mike.forman 10/19/2016 8:43:48 AM K:\VRB_Roadway\47922003\cadd\Phase I\rdwy\PLPRRD01.dgn

NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.



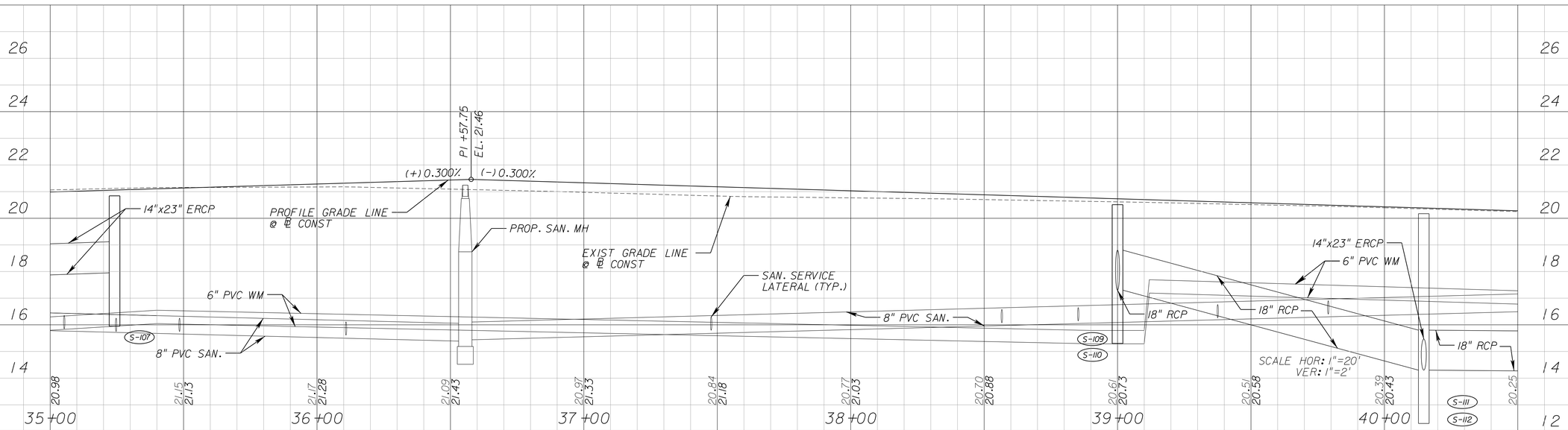
S-107
STA. 35+24.12, RT
CONST. CURB INLET TYPE J-9
(3.5' X 8' BOTTOM)
INDEX NO. 200 & 214
EP EL 20.84
FL EL 17.95 (S)
BOTTOM EL 15.95

S-109
STA. 39+00.00, RT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 20.51
FL EL 17.40 (W)
BOTTOM EL 15.40

S-110
STA. 39+00.00, LT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 20.51
FL EL 17.30 (N)
FL EL 17.30 (E)
BOTTOM EL 15.30

S-111
STA. 40+14.76, RT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 20.17
FL EL 14.40 (W)
BOTTOM EL 12.40

S-112
STA. 40+14.76, LT
CONST. CUB INLET TYPE P-9
INDEX NO. 200 & 214
RIM EL 20.60
FL EL 14.30 (N)
FL EL 14.30 (S)
FL EL 14.30 (E)
BOTTOM EL 12.30



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

PLAN AND PROFILE

SHEET NO. 9

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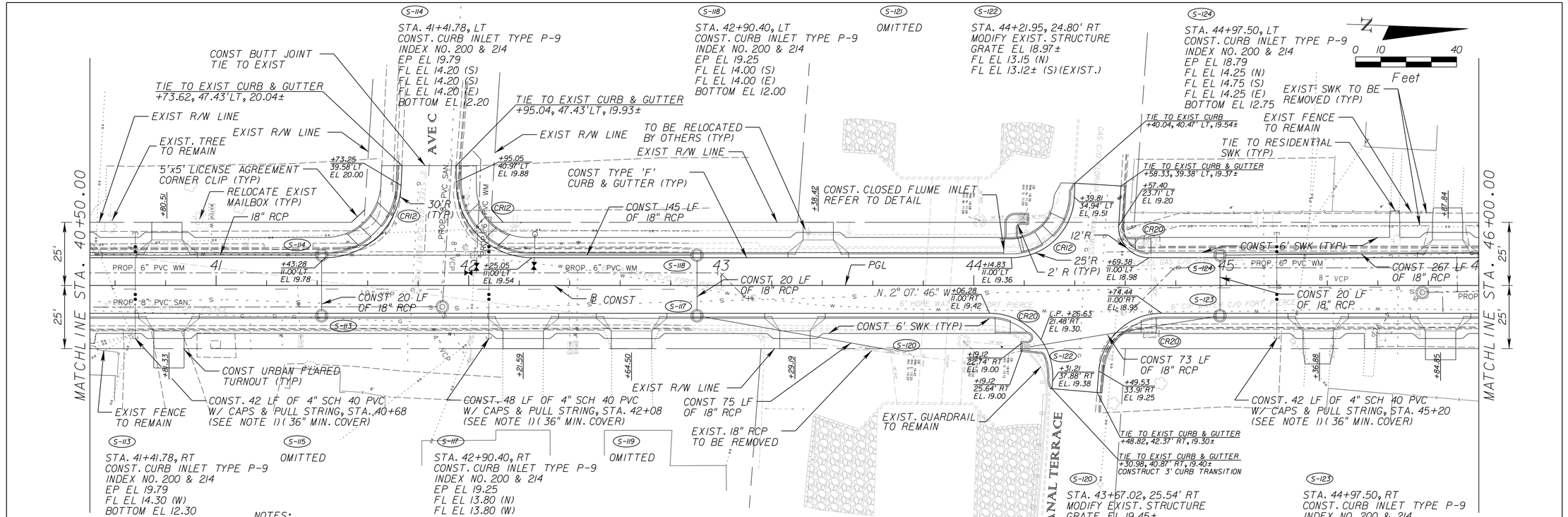

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

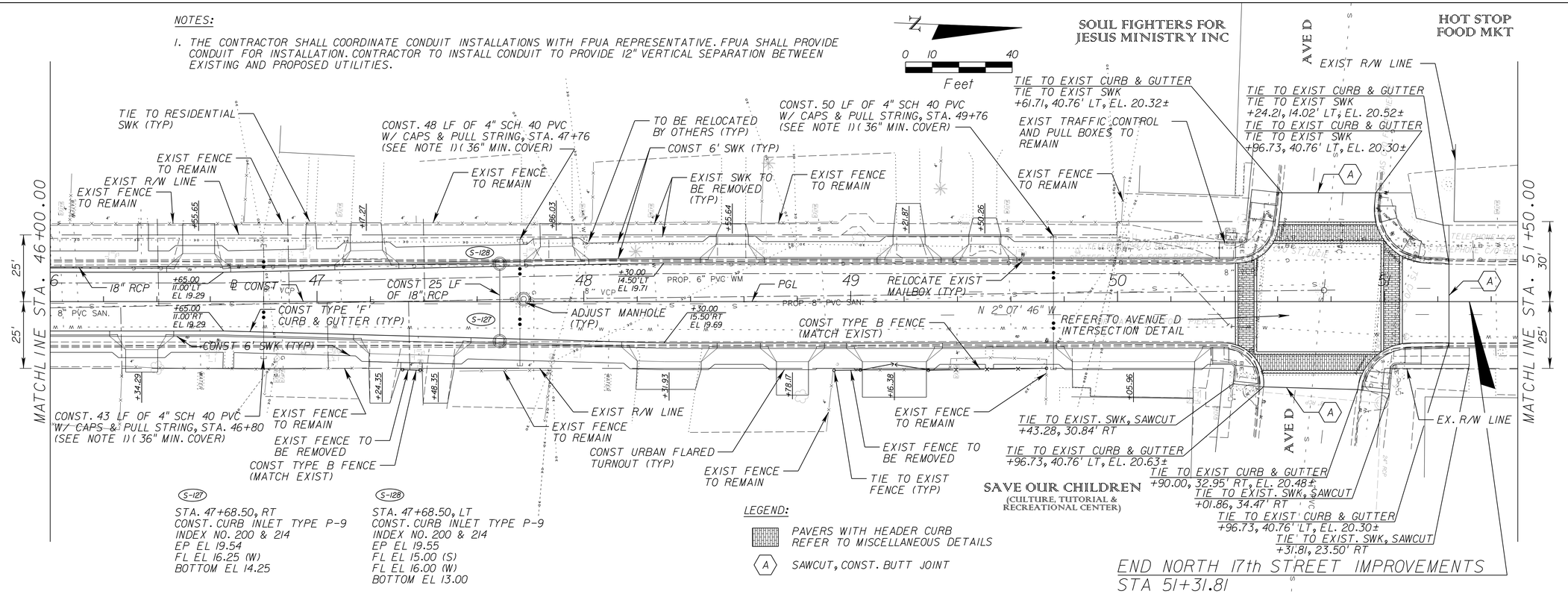
PLAN AND PROFILE

SHEET NO. 10

mike.forman 10/19/2016 8:43:51 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\PLPRRD03.dgn

NOTES:

1. THE CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATIONS WITH FPUA REPRESENTATIVE. FPUA SHALL PROVIDE CONDUIT FOR INSTALLATION. CONTRACTOR TO INSTALL CONDUIT TO PROVIDE 12" VERTICAL SEPARATION BETWEEN EXISTING AND PROPOSED UTILITIES.



S-127

STA. 47+68.50, RT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 19.54
FL EL 16.25 (W)
BOTTOM EL 14.25

S-128

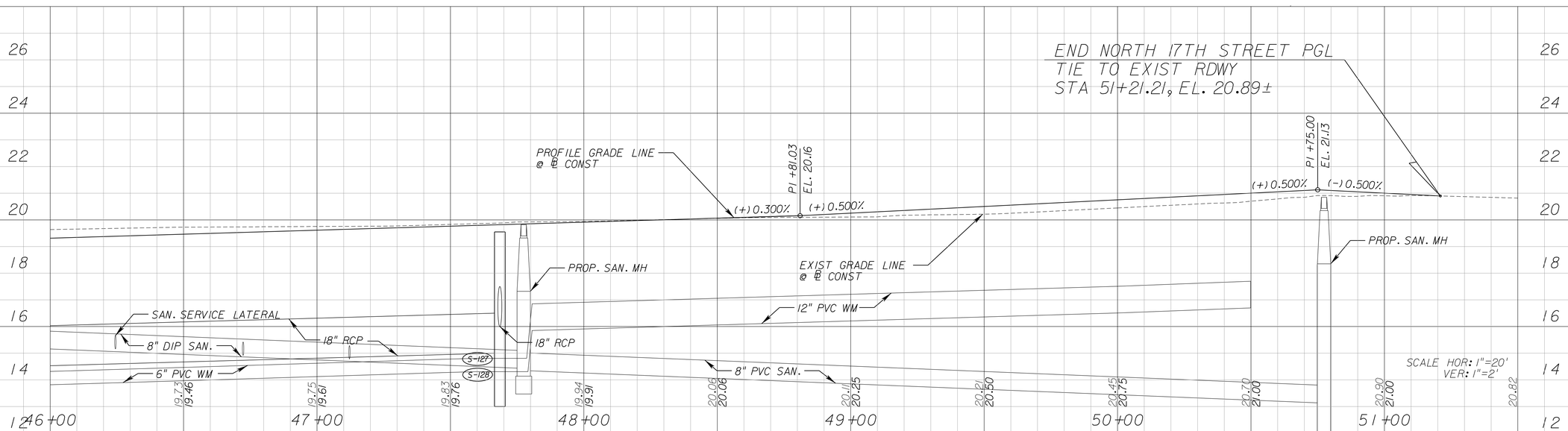
STA. 47+68.50, LT
CONST. CURB INLET TYPE P-9
INDEX NO. 200 & 214
EP EL 19.55
FL EL 15.00 (S)
FL EL 16.00 (W)
BOTTOM EL 13.00

LEGEND:

PAVERS WITH HEADER CURB
REFER TO MISCELLANEOUS DETAILS

A — SAWCUT, CONST. BUTT JOINT

END NORTH 17th STREET IMPROVEMENTS
STA 51+31.81



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

PLAN AND PROFILE

SHEET NO. 11

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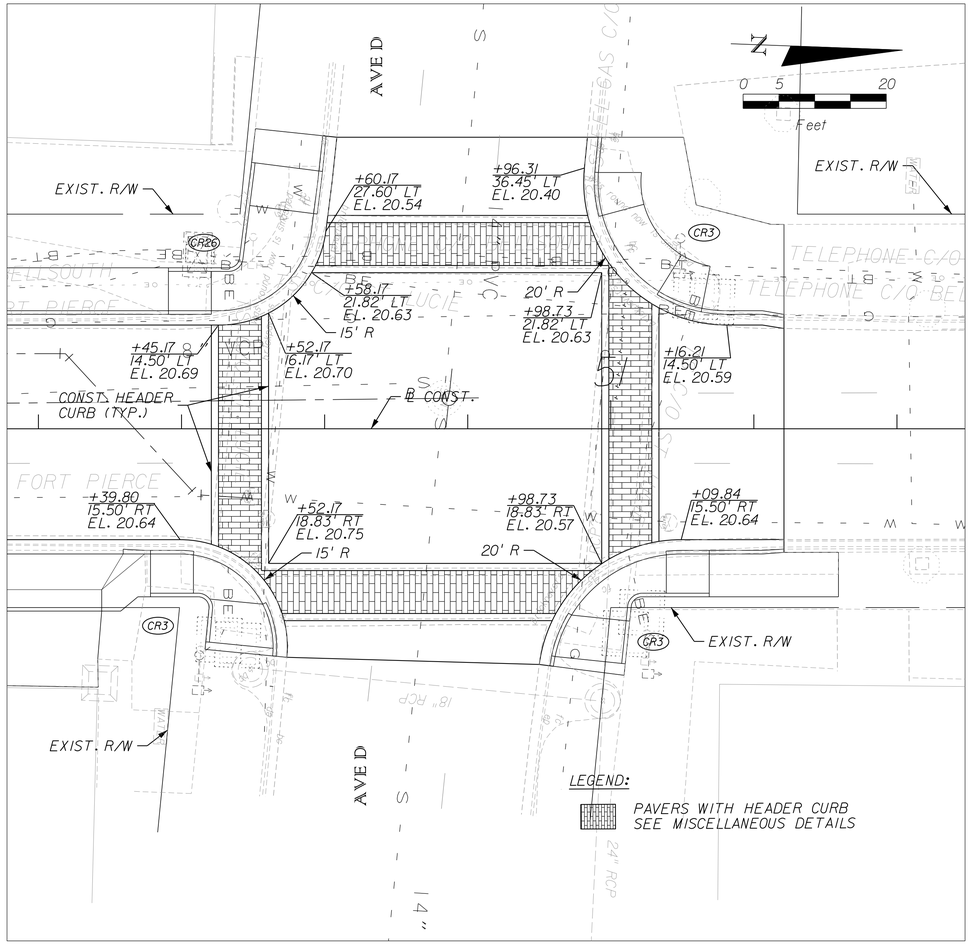
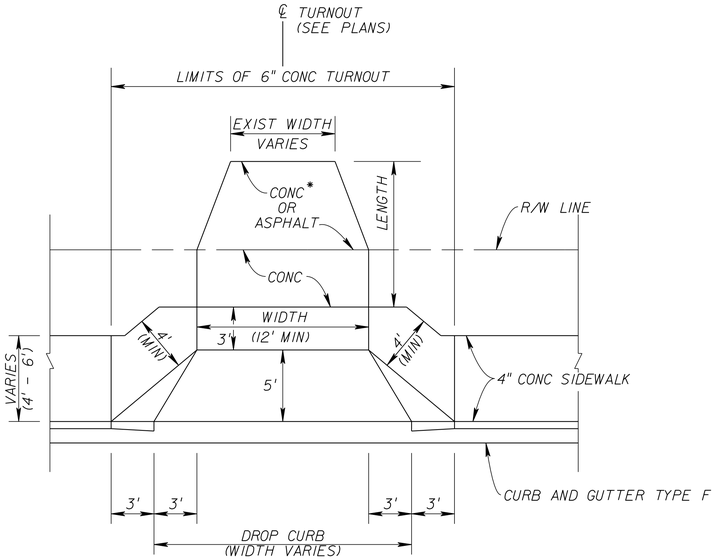


NORTH 17TH STREET / AVENUE D INTERSECTION DETAIL

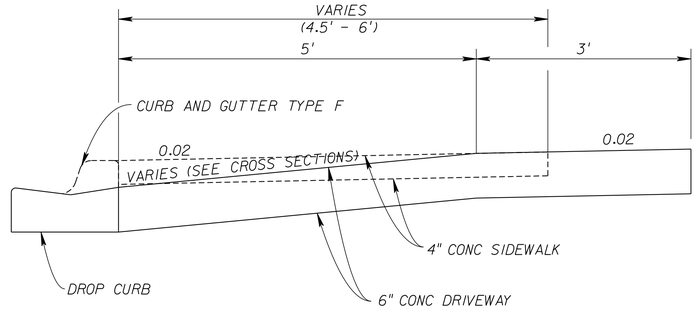
N.T.S.



* - MATERIAL CLASSIFICATION & QUANTITY DESCRIBED IN SUMMARY OF TURNOUT TABLE

URBAN FLARED TURNOUT - PLAN VIEW

N.T.S.



URBAN FLARED TURNOUT - PROFILE

N.T.S.

NOTES:
1. COST OF DROP CURB TO BE INCLUDED IN THE COST OF PARENT CURB.
2. CONCRETE SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.
3. MINIMUM URBAN FLARED TURNOUT GRADE IS 7.00%.
MAXIMUM URBAN FLARED TURNOUT GRADE IS 9.90%. REFER TO DRIVEWAY CROSS SECTIONS FOR SPECIFIC GRADE DESIGNATION.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

MISCELLANEOUS DETAILS

SHEET NO. 12

SUMMARY OF TURNOUTS

N. 17TH STREET STATION	SIDE	WIDTH (FT)	LENGTH (FT)	CONCRETE AREA (SY)		ASPHALT AREA (SY)		FIELD BOOK REFERENCE
				CONCRETE SIDEWALK (6" THICK)		TYPE SP 12.5 STR. CRS. (TRAF. C) (2") CEMENTED COQUINA LBR100 (5")		
				PLAN	FINAL	PLAN	FINAL	
31+73.20	RT	15.0	7.0	18.0		8.0		
31+91.20	RT	15.0	7.0	18.0		8.0		
32+07.59	LT	38.0	9.0	54.0		27.4		
32+60.15	RT	12.0	9.0	20.0		12.0		
33+11.94	RT	12.0	5.0	20.0		6.0		
33+58.58	LT	12.0	3.0	25.0		0.0		
33+92.51	RT	12.0	15.0	23.0		16.0		
34+10.74	LT	12.0	9.0	32.0		0.0		
34+32.80	RT	13.0	3.0	21.0		0.0		
34+47.01	RT	13.0	4.0	21.0		0.0		
35+25.38	LT	12.0	4.0	26.0		0.0		
35+38.21	RT	12.0	7.0	26.0		4.0		
35+59.30	LT	12.0	4.0	26.0		0.0		
36+11.05	LT	12.0	4.0	26.0		0.0		
36+65.23	LT	12.0	6.0	26.0		2.0		
37+13.60	LT	12.0	6.0	26.0		3.0		
38+01.11	LT	24.0	6.0	46.0		0.0		
38+60.49	RT	14.0	16.0	23.0		14.0		
38+74.49	RT	14.0	14.0	23.0		11.0		
38+80.84	LT	16.0	8.0	38.0		0.0		
39+24.64	RT	12.0	10.0	26.0		7.0		
39+48.19	LT	18.0	4.0	34.0		0.0		
39+83.13	RT	12.0	4.0	26.0		0.0		
40+30.26	RT	12.0	4.0	26.0		0.0		
40+36.90	LT	24.0	4.0	42.0		0.0		
40+80.51	LT	12.0	4.0	26.0		0.0		
40+81.33	RT	12.0	12.0	26.0		10.0		
42+21.59	RT	16.0	4.0	31.0		0.0		
42+64.50	RT	16.0	4.0	31.0		0.0		
43+29.19	RT	12.0	4.0	26.0		0.0		
43+38.42	LT	12.0	4.0	26.0		0.0		
45+36.88	RT	12.0	10.0	33.0		0.0		
45+84.85	RT	12.0	8.0	26.0		6.0		
45+87.84	LT	12.0	10.0	33.0		0.0		
46+34.29	RT	12.0	5.0	26.0		2.0		
46+55.65	LT	12.0	8.0	31.0		0.0		
47+17.27	LT	12.0	7.0	30.0		0.0		
47+24.35	RT	16.0	15.0	22.0		14.0		
47+48.35	RT	16.0	15.0	21.0		15.0		
47+86.03	LT	12.0	6.0	28.0		0.0		
48+31.93	RT	24.0	7.0	50.0		0.0		
48+55.64	LT	12.0	5.0	26.0		0.0		
48+78.17	RT	12.0	10.0	21.0		13.0		
49+16.38	RT	24.0	10.0	31.0		27.0		
49+21.87	LT	12.0	12.0	35.0		0.0		
49+50.26	LT	12.0	7.0	29.0		0.0		
50+05.96	RT	46.0	10.0	50.0		49.0		
TOTAL				1350.0	0.0	254.4	0.0	

NOTES:

1. STATIONING REFERS TO ℄ OF 13TH STREET.
2. REFER TO URBAN FLARED TURNOUT DETAIL FOR ADDITIONAL INFORMATION.
3. ASPHALT TURNOUT CONSTRUCTION (ASPHALT AREA) EXTENDS FROM EXISTING RIGHT-OF-WAY TO EXISTING GRADE AS DELINEATED WITHIN PLAN & PROFILE AND CROSS SECTION SHEETS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

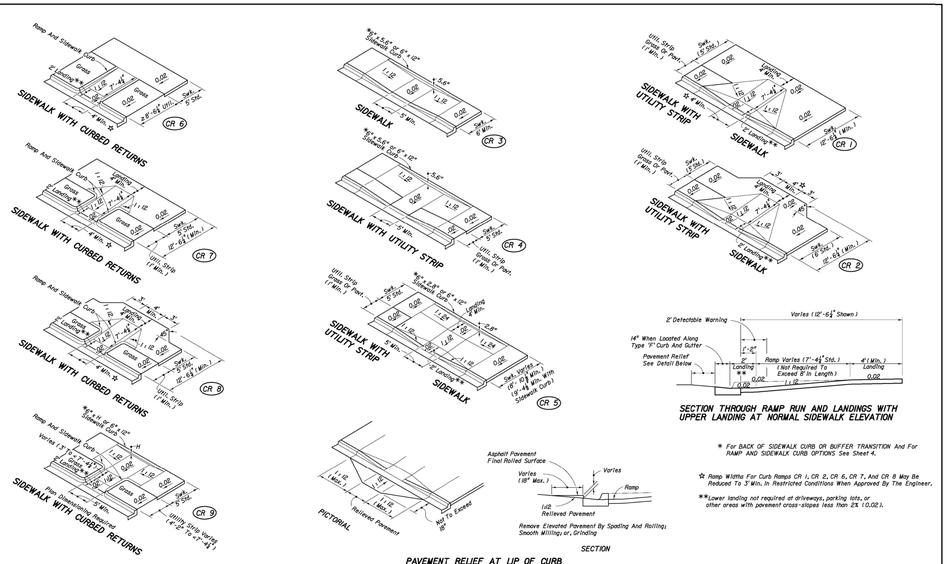
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

MISCELLANEOUS DETAILS

SHEET NO.
13



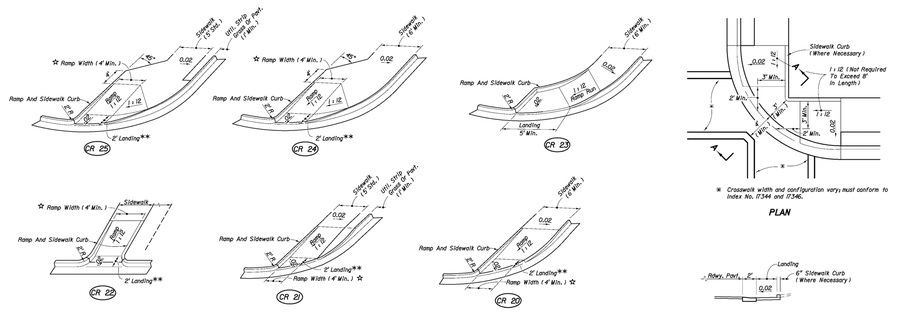
* For BACK OF SIDEWALK CURB OR BUFFER TRANSITION And For RAMP AND SIDEWALK CURB OPTIONS See Sheet 4.

☆ Ramp Widths For Curb Ramps CR 1, CR 2, CR 6, CR 7, And CR 8 May Be Reduced To 3'Min. In Restricted Conditions When Approved By The Engineer.

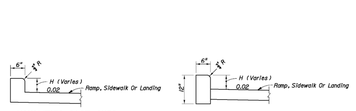
**Lower landing not required at driveways, parking lots, or other areas with pavement cross-slopes less than 2% (0.02).

DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE NOT RESTRICTED BY RIGHT OF WAY

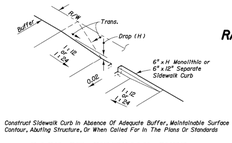
2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	2 of 6
	Index No. 304	



DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS FOR LINEAR PEDESTRIAN TRAFFIC



RAMP AND SIDEWALK CURB OPTIONS



Construct Sidewalk Curb In Absence Of Adequate Buffer, Maintainable Surface Contour, Abutting Structure, Or When Called For In The Plans Or Standards

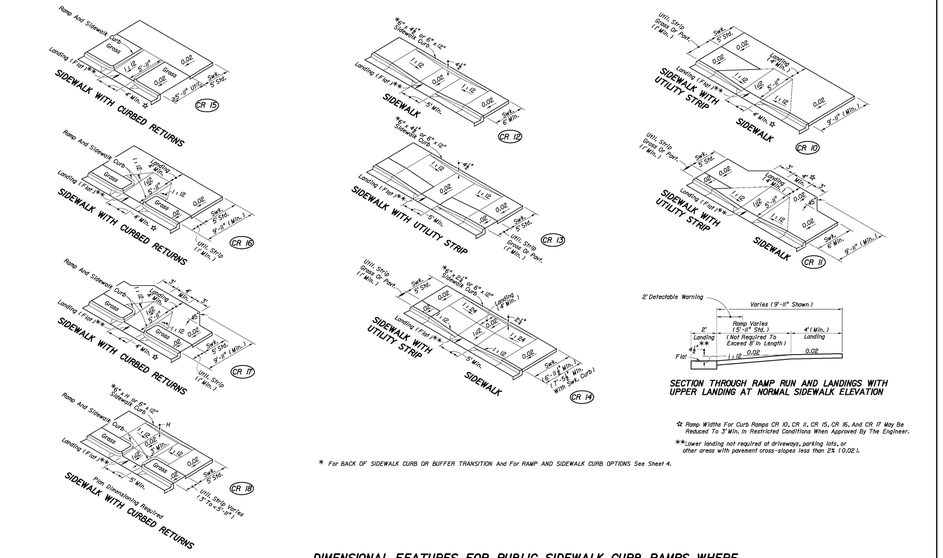
BACK OF SIDEWALK CURB OR BUFFER TRANSITION

☆ Ramp Widths For Curb Ramps CR 20, CR 21, CR 22, CR 24, and CR 25 May Be Reduced To 3'Min. In Restricted Conditions When Approved By The Engineer.

**Lower landing not required at driveways, parking lots, or other areas with pavement cross-slopes less than 2% (0.02).

DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK COMBINED CORNER RAMPS UNDER CONDITIONS OF INFEASIBILITY

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	4 of 6
	Index No. 304	



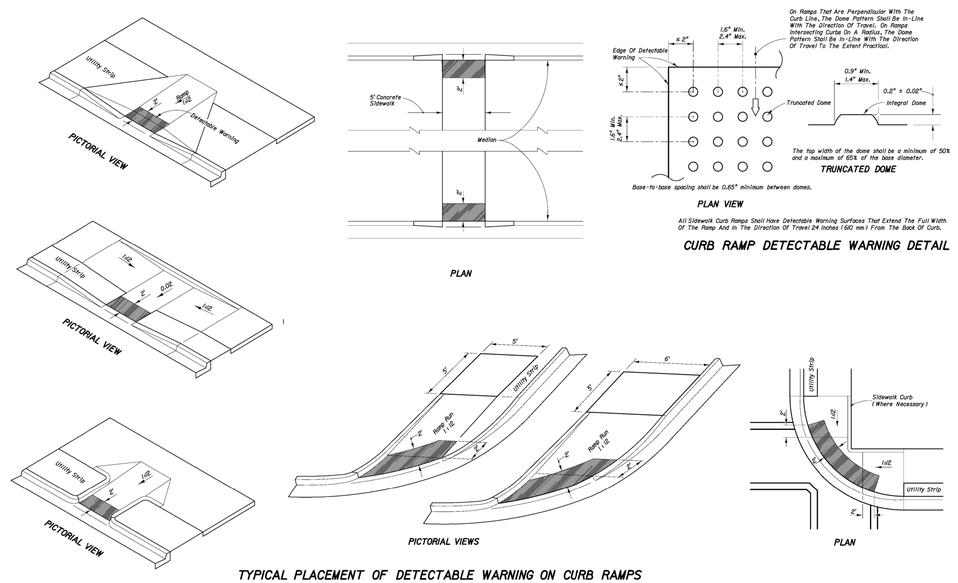
* For BACK OF SIDEWALK CURB OR BUFFER TRANSITION And For RAMP AND SIDEWALK CURB OPTIONS See Sheet 4.

☆ Ramp Widths For Curb Ramps CR 10, CR 11, CR 15, CR 16, And CR 17 May Be Reduced To 3'Min. In Restricted Conditions When Approved By The Engineer.

**Lower landing not required at driveways, parking lots, or other areas with pavement cross-slopes less than 2% (0.02).

DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE RESTRICTED BY RIGHT OF WAY

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	3 of 6
	Index No. 304	



On Ramps That Are Perpendicular With The Curb Line, The Dome Pattern Shall Be In-Line With The Direction Of Travel. On Ramps Intersecting Curbs On A Radius, The Dome Pattern Shall Be In-Line With The Direction Of Travel To The Extent Practical.

The top width of the dome shall be a minimum of 50% and a maximum of 65% of the base diameter.

Base-to-base spacing shall be 0.65" minimum between domes.

All Sidewalk Curb Ramps Shall Have Detectable Warning Surfaces That Extend The Full Width Of The Ramp And In The Direction Of Travel 24 Inches (600 mm) From The Back Of Curb.

TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS

2008 FDOT Design Standards	Last Revision	Sheet No.
PUBLIC SIDEWALK CURB RAMPS	07/01/07	6 of 6
	Index No. 304	

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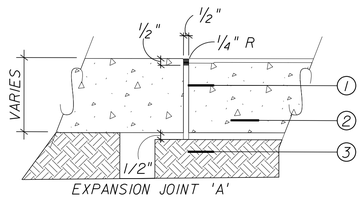
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

MISCELLANEOUS DETAILS

SHEET NO. 14

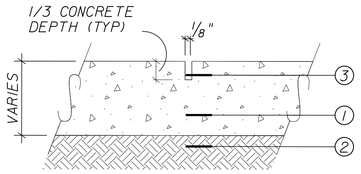
mike.forman 10/19/2016 8:44:09 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SPDTR002.dgn



EXPANSION JOINT 'A'

MATERIAL NOTES:

1. 1/2" PREFORMED EXPANSION JOINT FILLER (NEOPRENE OR BITUMINOUS CORK/FIBERBOARD).
2. CONCRETE SLAB - DEPTH VARIES, 3000 PSI (TYP). W/ FIBER MESH
3. COMPACTED SUBGRADE TO 95% OF AASHTO T-99 DENSITY.



WEAKENED PLANE JOINT 'C'
(CONTROL JOINT)

MATERIAL NOTES:

1. CONCRETE SLAB - DEPTH VARIES, 3000 PSI (TYP). W/ FIBER MESH
2. COMPACTED SUBGRADE TO 95% OF AASHTO T-99 DENSITY.
3. 1/8" SAWCUT CONTROL JOINT.

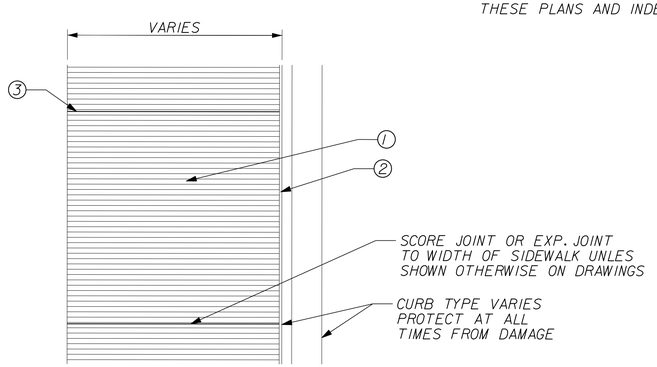
TYPICAL JOINTS
N.T.S.

NOTES:

A. ON ALL CURB RETURNS A 1/2" EXPANSION JOINT SHALL BE CONSTRUCTED BETWEEN THE BACK OF CURB AND THE SIDEWALK FOR THE ENTIRE LENGTH OF THE RETURN.

B. 1/2" EXPANSION JOINT EVERY 40'-50' O.C., OR AT COLD JOINTS. (LOCATE 1/2" EXPANSION JOINTS TO BLEND WITH SCORING PATTERN)

C. LOCATION OF SAWCUT JOINTS AND EXPANSION JOINTS SHALL BE INSTALLED ACCORDING TO THESE PLANS AND INDEX 310.



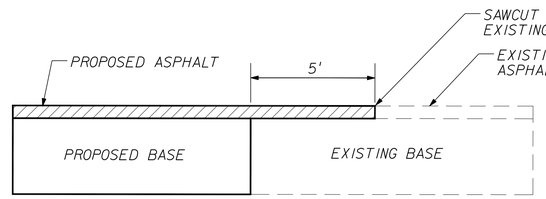
MATERIAL NOTES:

1. 4" THICK CONCRETE SIDEWALK, 3000 PSI MIN. W/ FIBER MESH, MEDIUM BROOM FINISH CENTER FIELD PERPENDICULAR TO DIRECTION OF TRAVEL
2. EXPANSION JOINT "TYPE A" (SEE DETAIL)
3. SAWCUT CONTROL JOINT "TYPE C" OR EXPANSION JOINT "TYPE A" EVERY 40'-50' O.C. (SEE DETAIL)

BROOM FINISH CONCRETE PAVING
N.T.S.

NOTES:

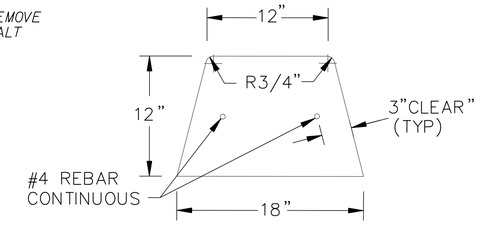
1. THIS DETAIL IS FOR SURFACE TREATMENT ONLY. REFER TO ROADWAY DRAWINGS FOR SPECIFICATIONS OF MATERIALS, ETC.
2. COST OF SIDEWALK FINISH SHALL BE INCLUDED IN UNIT PRICE OF CONCRETE SIDEWALK.



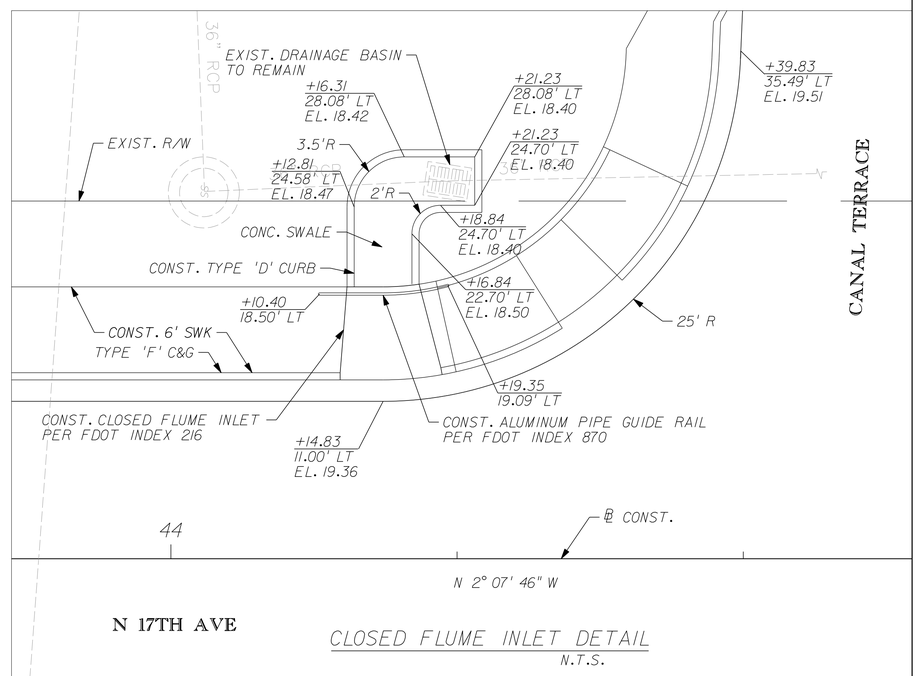
BUTT JOINT DETAIL
N.T.S.

NOTE:

COST OF CONSTRUCTING JOINT SHALL BE INCLUDED IN UNIT PRICE OF ASPHALTIC CONCRETE.



TYPE 'HEADER' CURB
N.T.S.



CLOSED FLUME INLET DETAIL
N.T.S.

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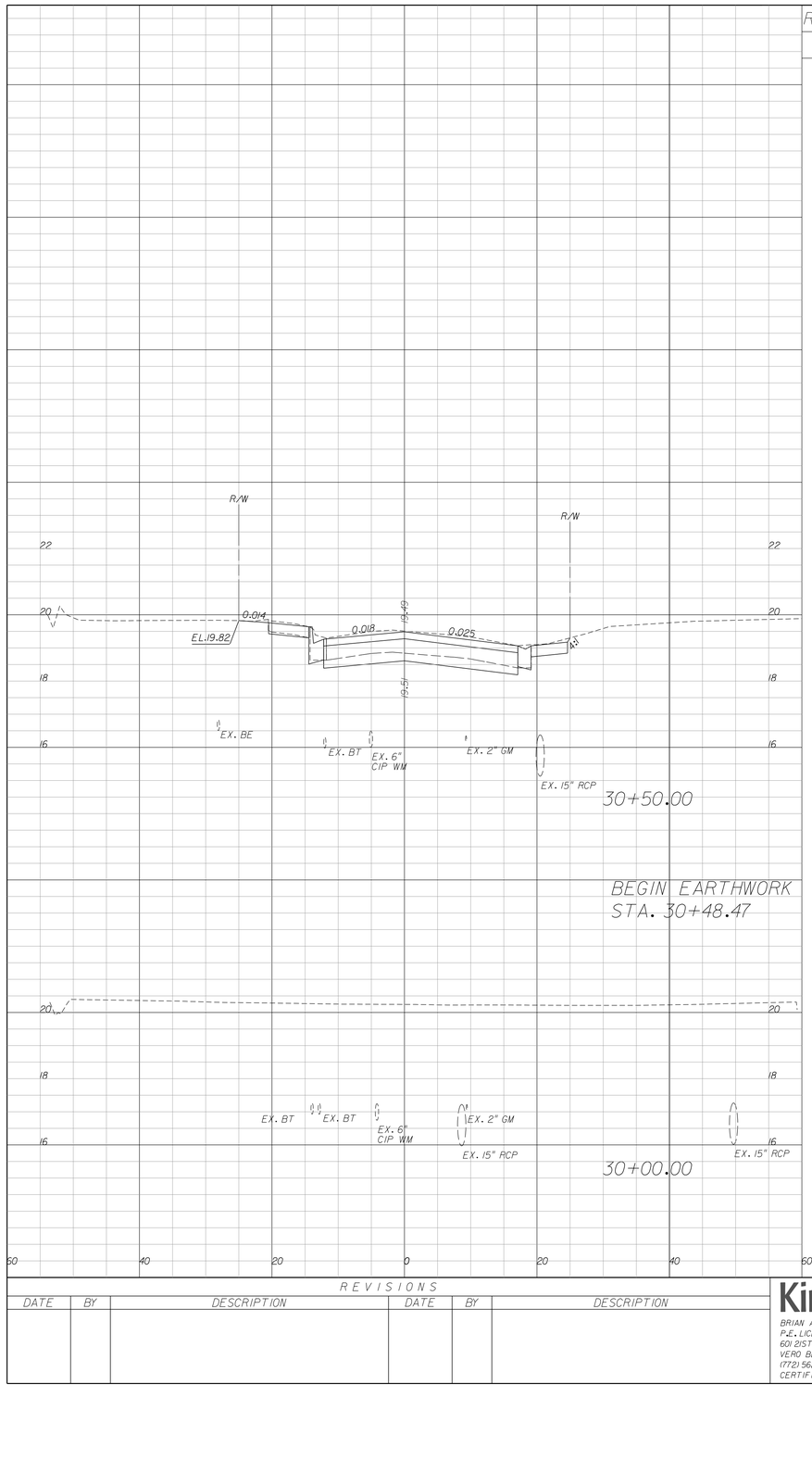
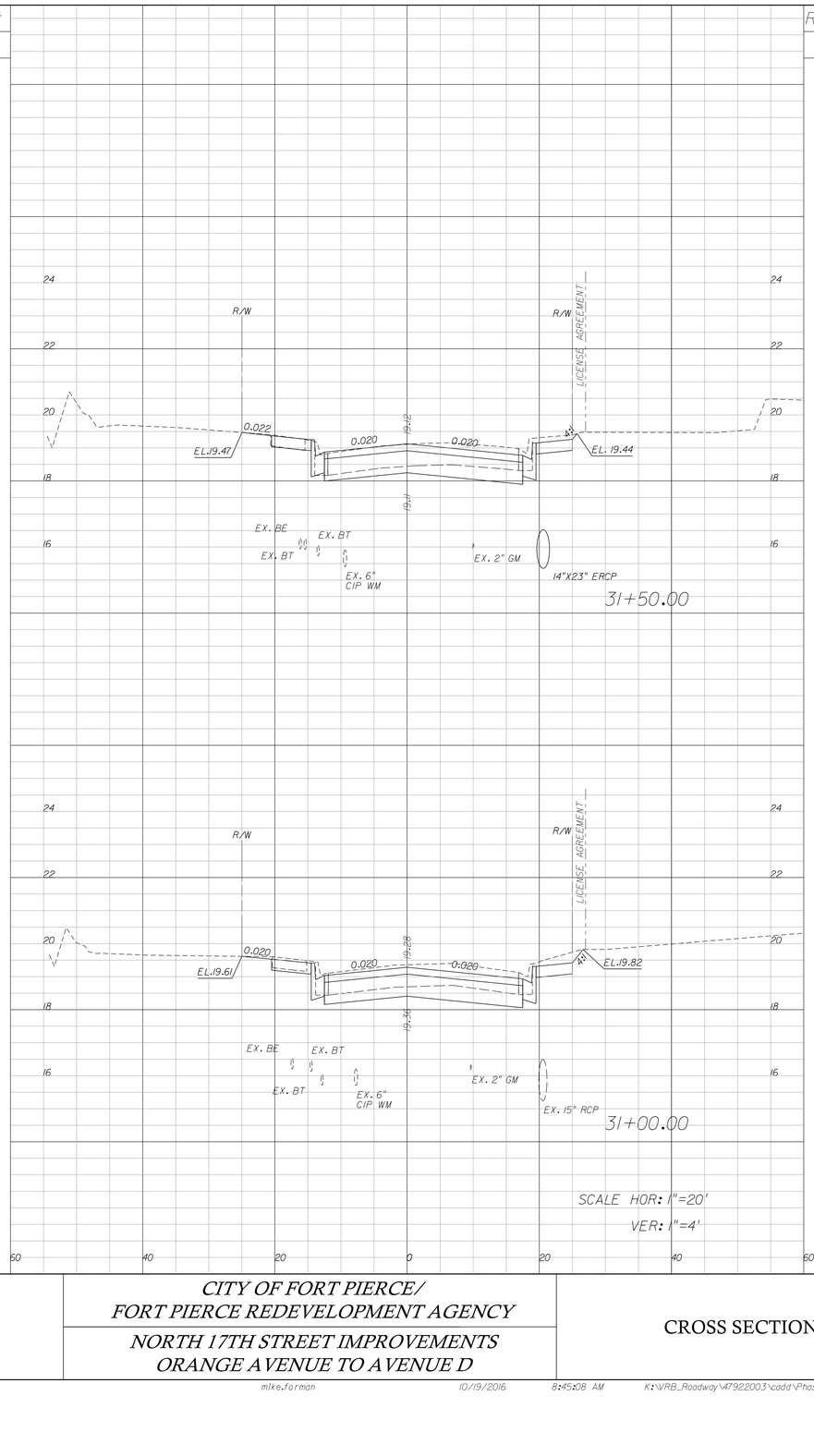
MISCELLANEOUS DETAILS

SHEET NO. 15

mike.forman 10/19/2016 8:44:54 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\SPDTRD03.dgn



Regular Exc.		Embankment	
A	V	A	V
35.3	2.0	0.0	0.0
35.3	0.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
37.1	71.8	0.0	0.0
40.5	70.2	0.0	0.0

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NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO. 17

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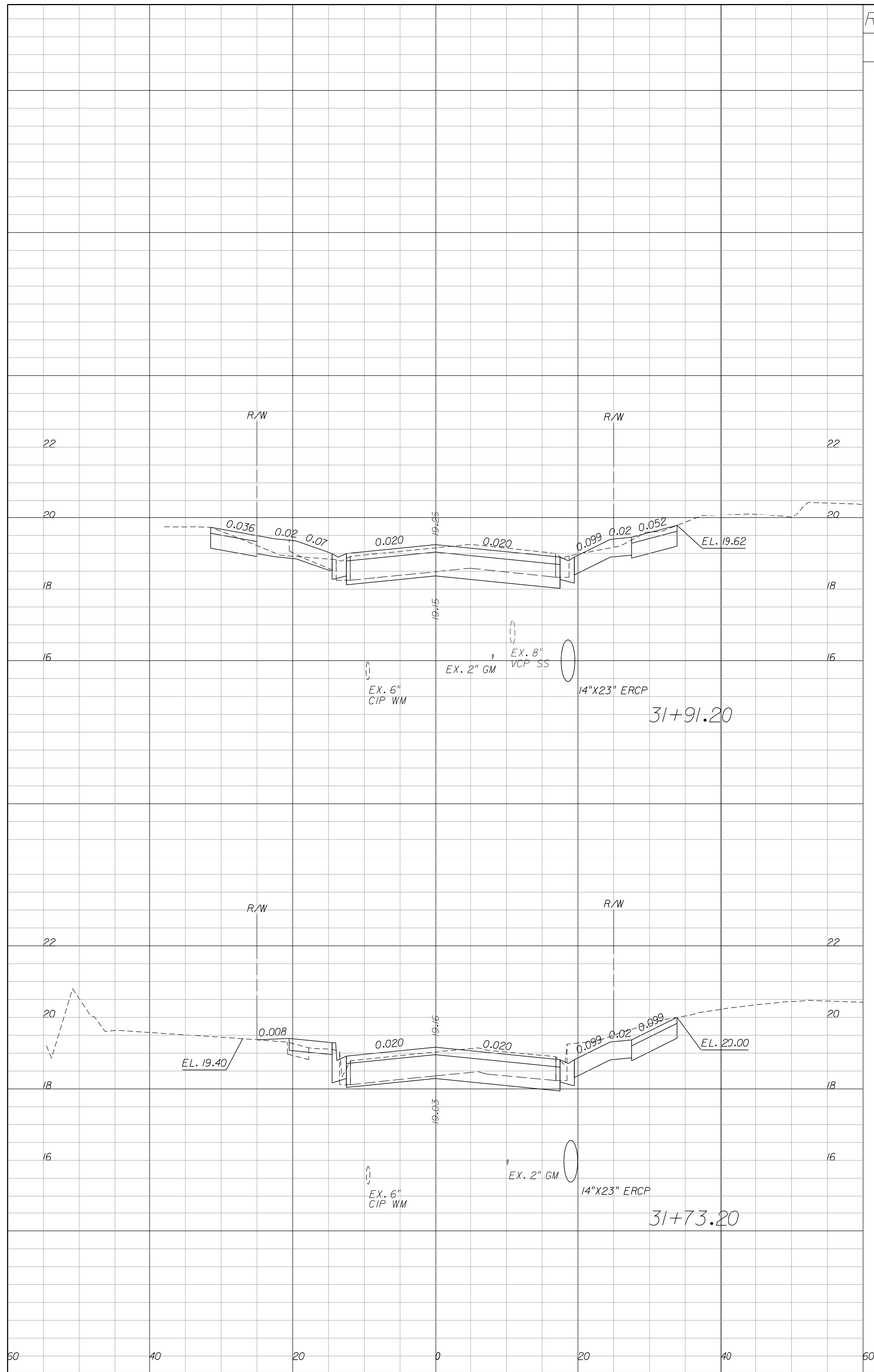
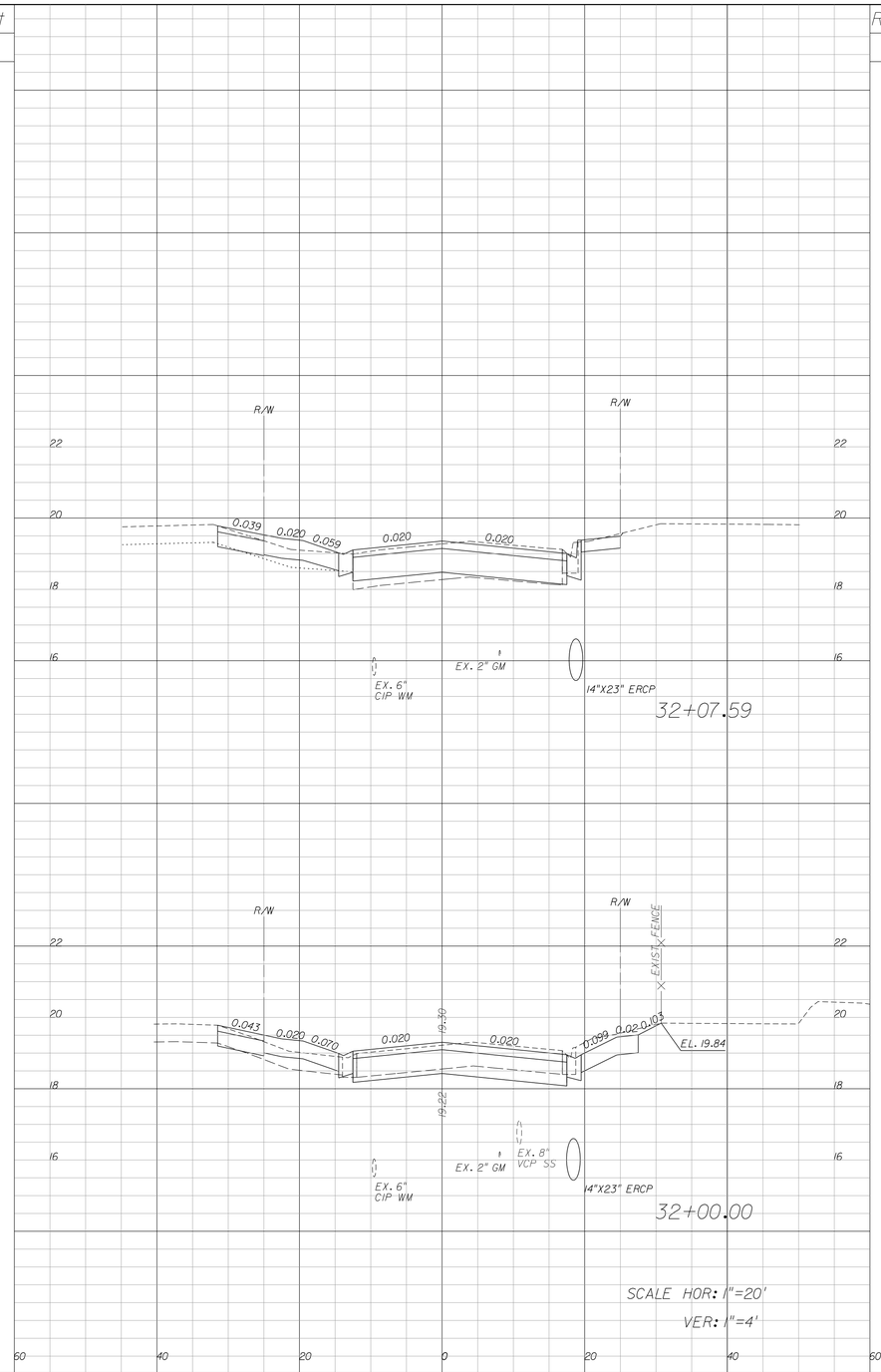


Regular Exc.		Embankment	
A	V	A	V
39.8	26.5	0.0	0.1
39.9	33.1	0.2	0.1



Regular Exc.		Embankment	
A	V	A	V
38.0	11.1	0.0	0.0
40.8	13.1	0.0	0.0

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CROSS SECTIONS

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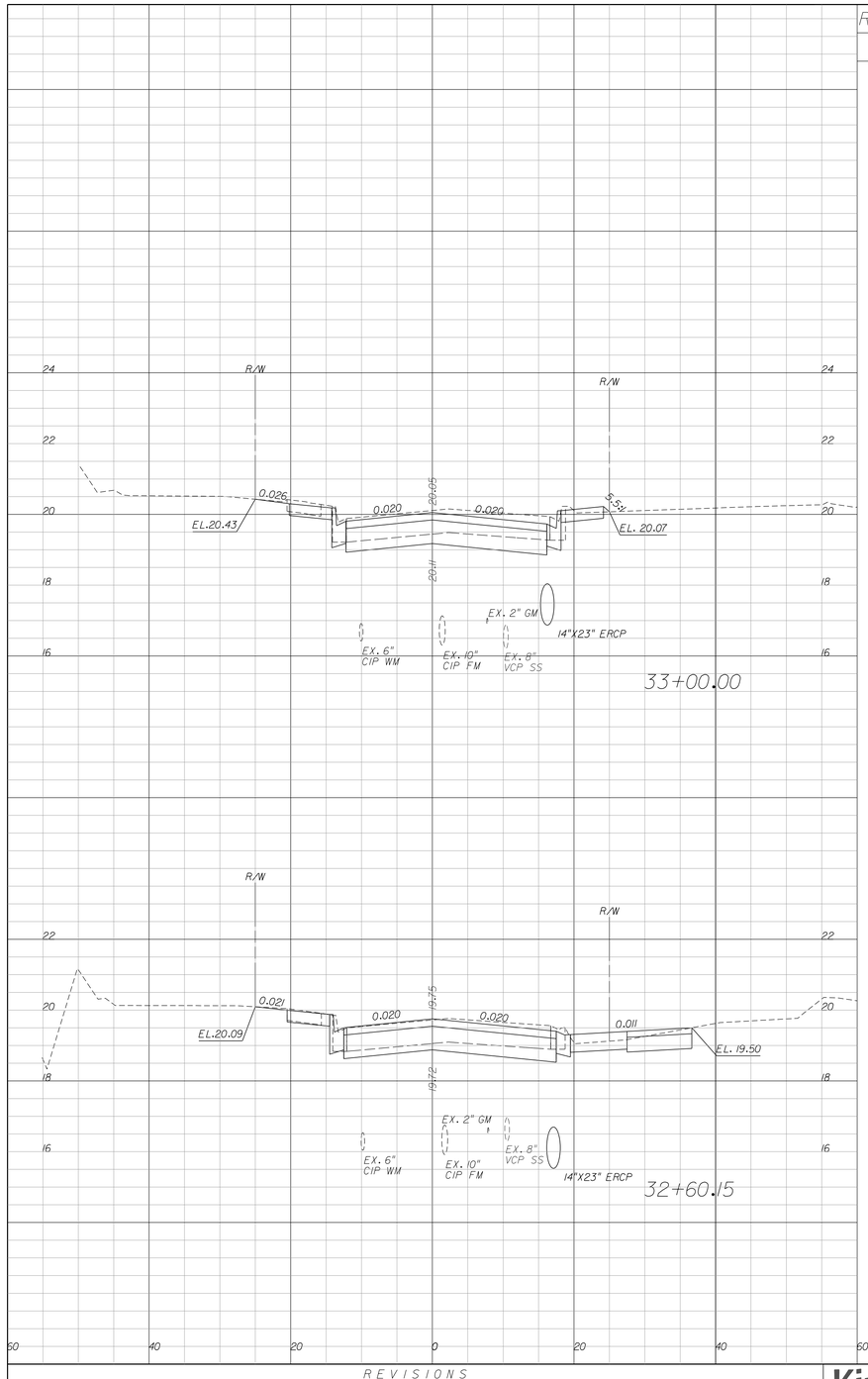
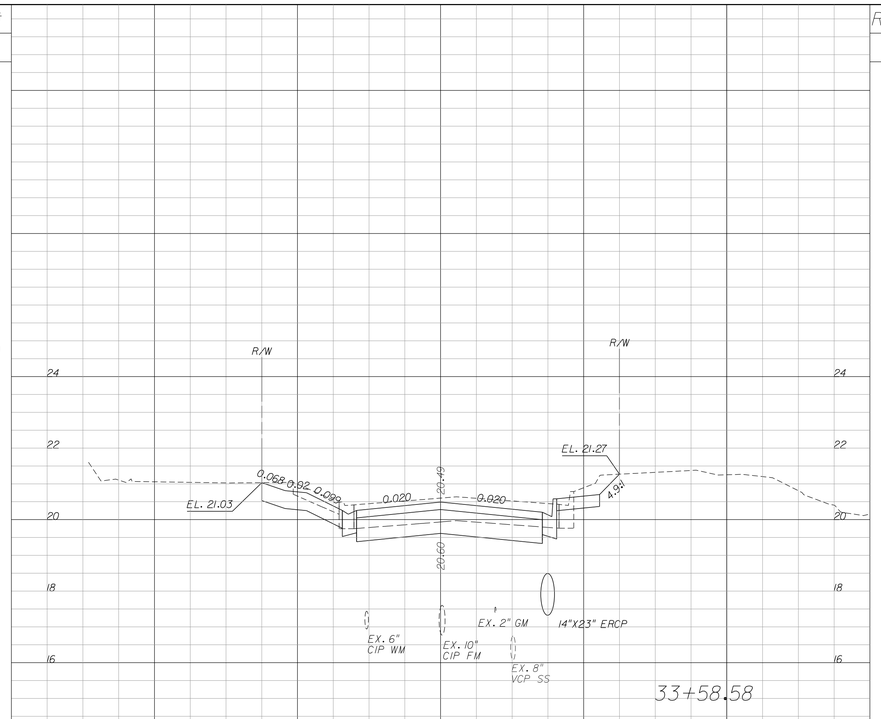
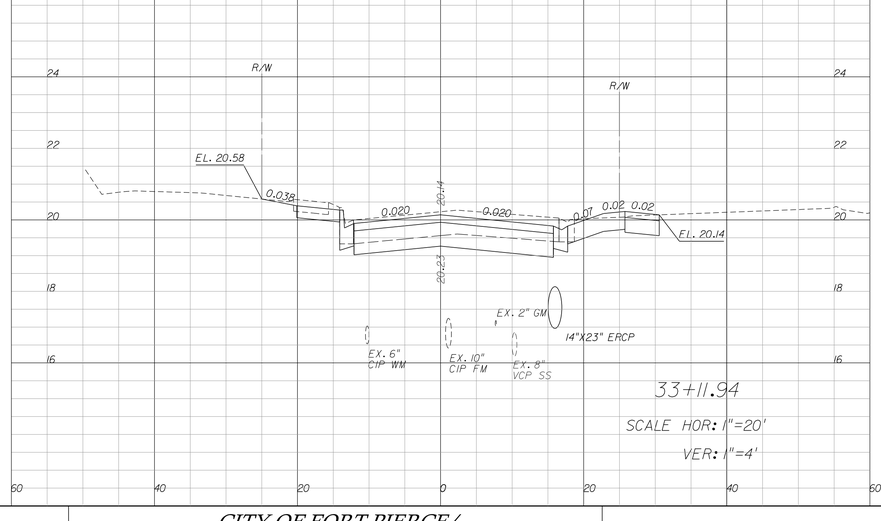


Regular Exc.		Embankment	
A	V	A	V
36.0	55.5	0.1	0.0



Regular Exc.		Embankment	
A	V	A	V
41.8	71.9	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
39.1	75.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
41.5	17.1	0.0	0.0

50 40 20 0 20 40 60

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CROSS SECTIONS

SHEET NO. 19

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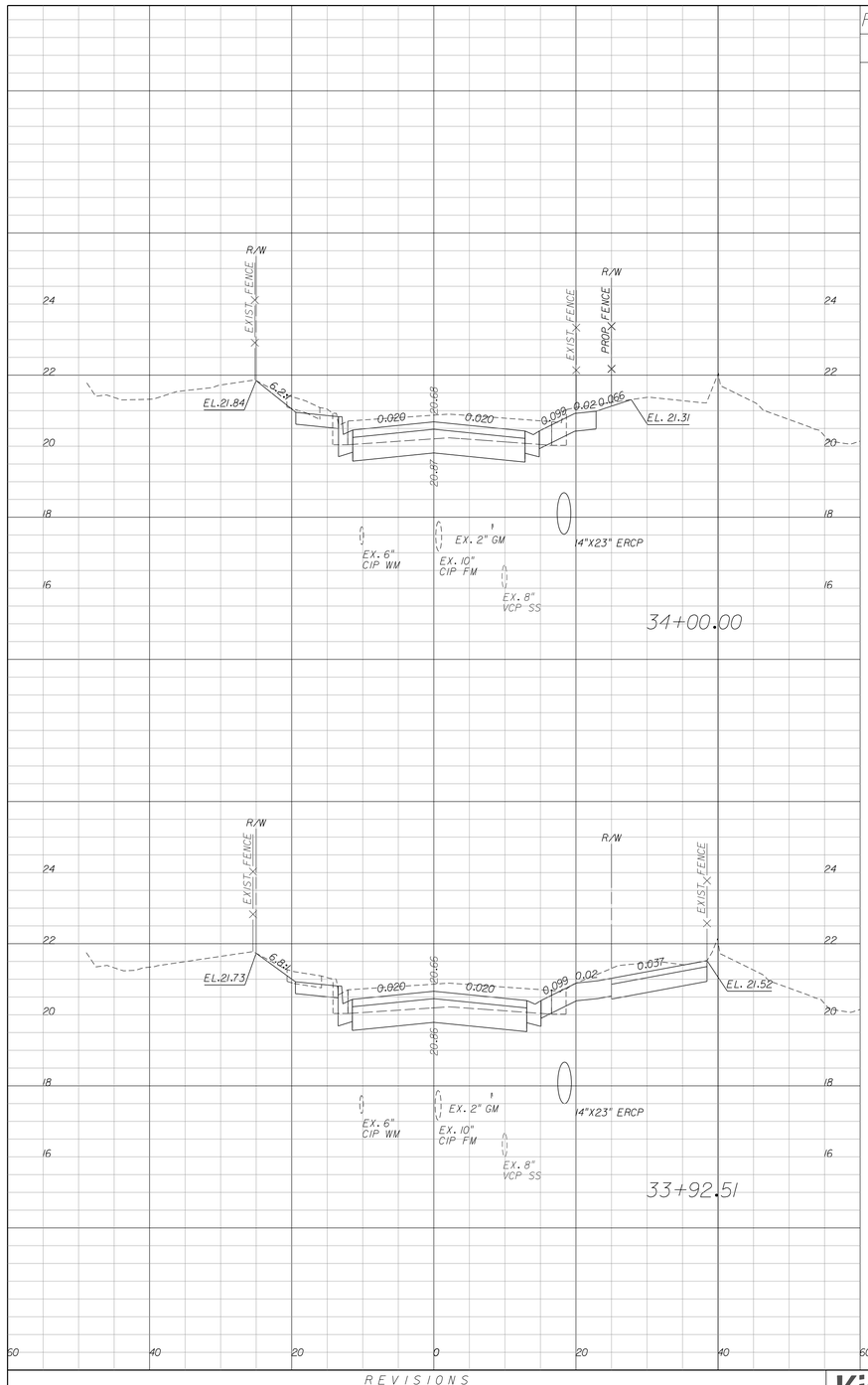
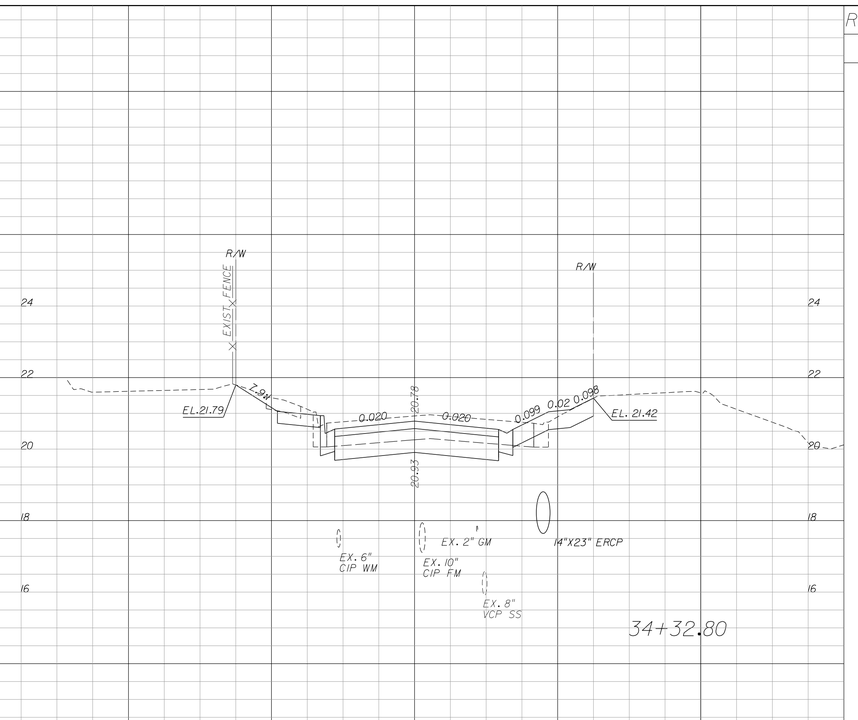
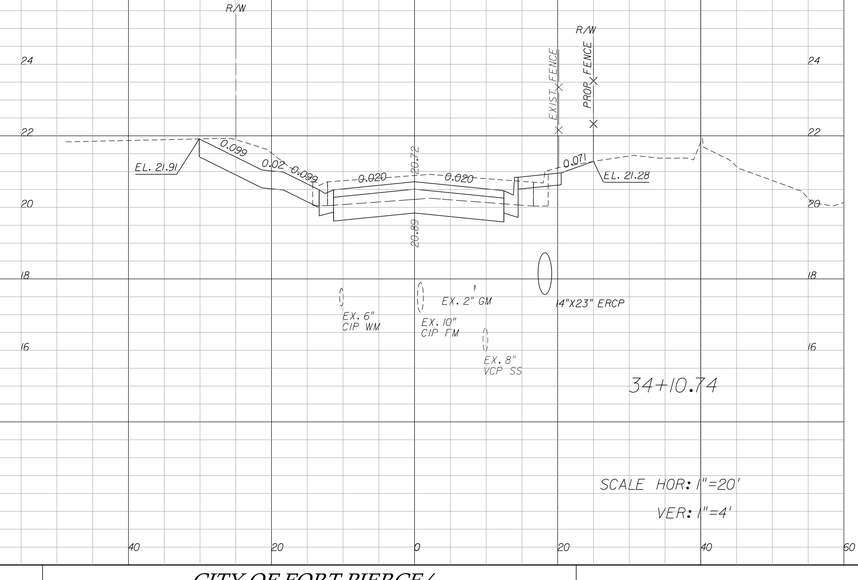


Regular Exc.		Embankment	
A	V	A	V
41.2	12.9	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
37.0	34.0	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
52.0	58.9	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
46.3	17.4	0.0	0.0

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CITY OF FORT PIERCE/
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CROSS SECTIONS

SHEET NO. 20

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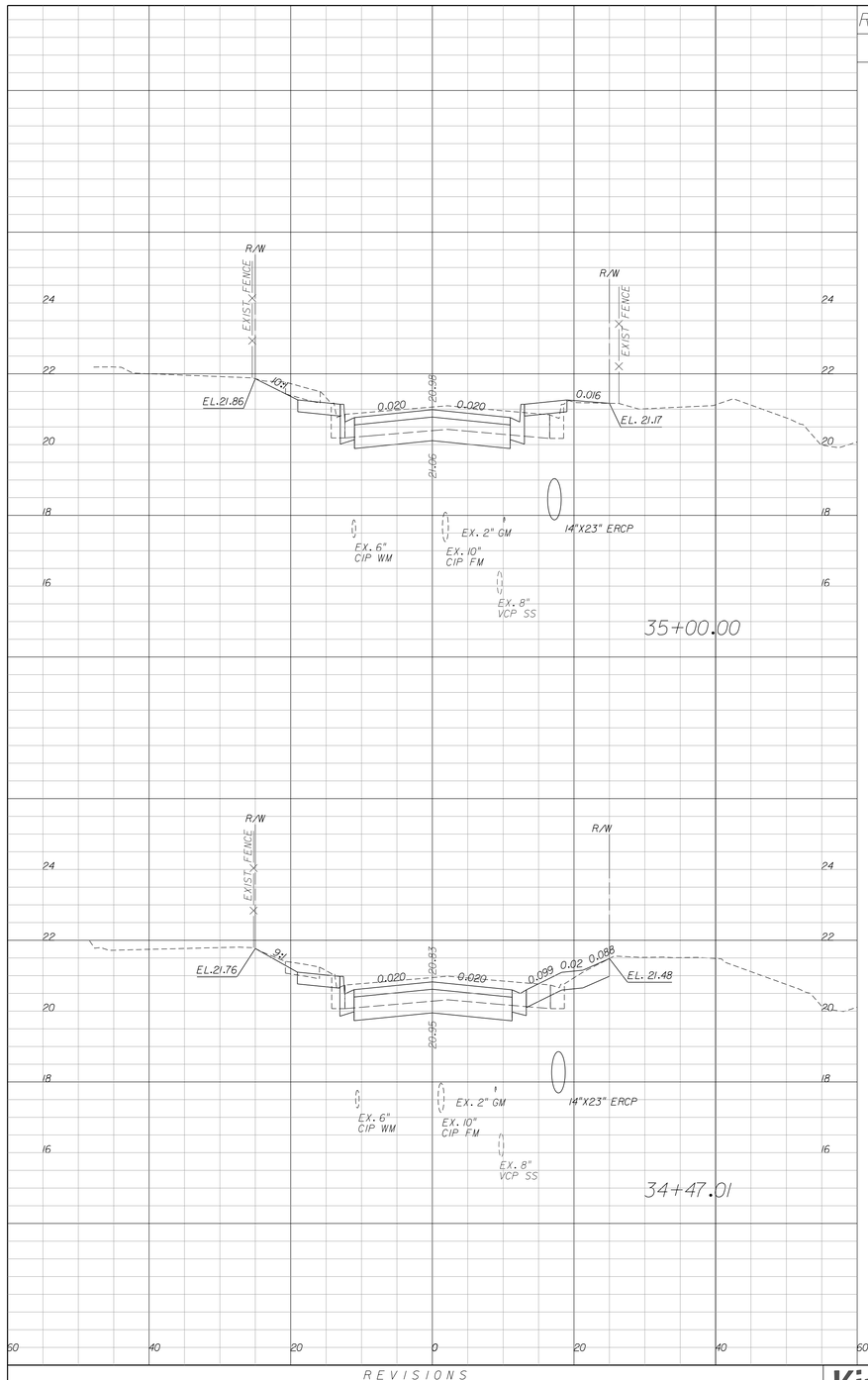
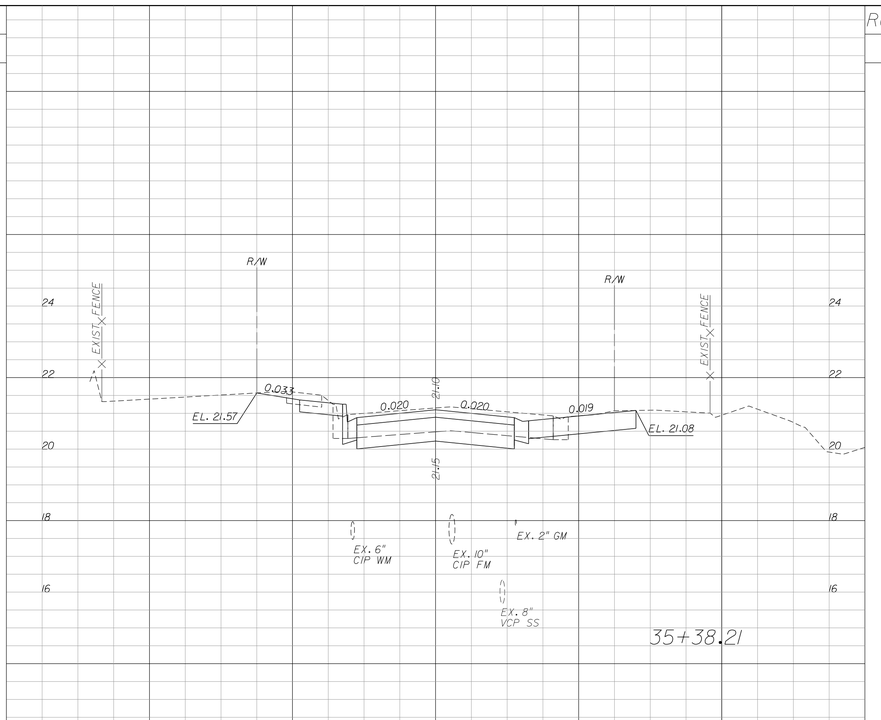
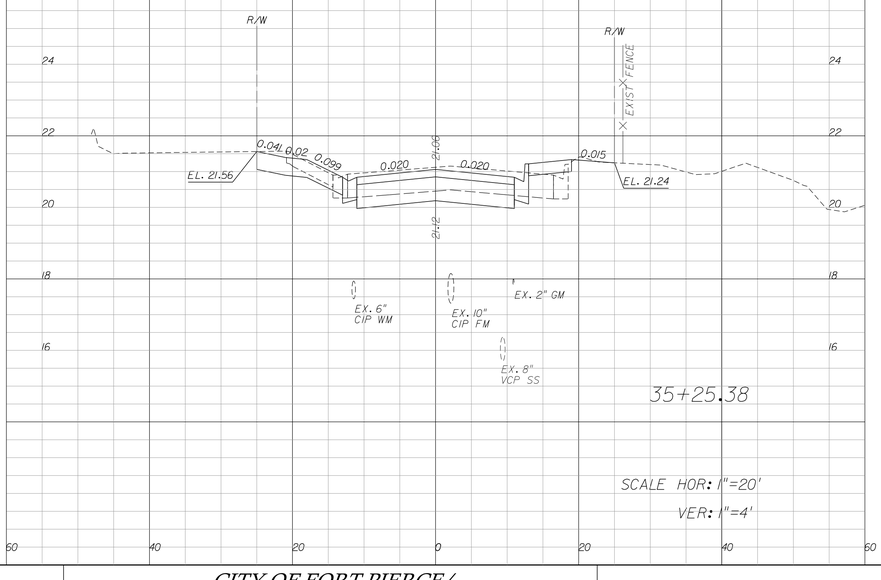


Regular Exc.		Embankment	
A	V	A	V
30.0	63.4	0.3	0.3



Regular Exc.		Embankment	
A	V	A	V
35.9	16.0	0.0	0.1

Regular Exc.		Embankment	
A	V	A	V
34.7	18.9	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
31.6	28.9	0.2	0.3

SCALE HOR: 1"=20'
VER: 1"=4'

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CITY OF FORT PIERCE/
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CROSS SECTIONS

SHEET NO. 21

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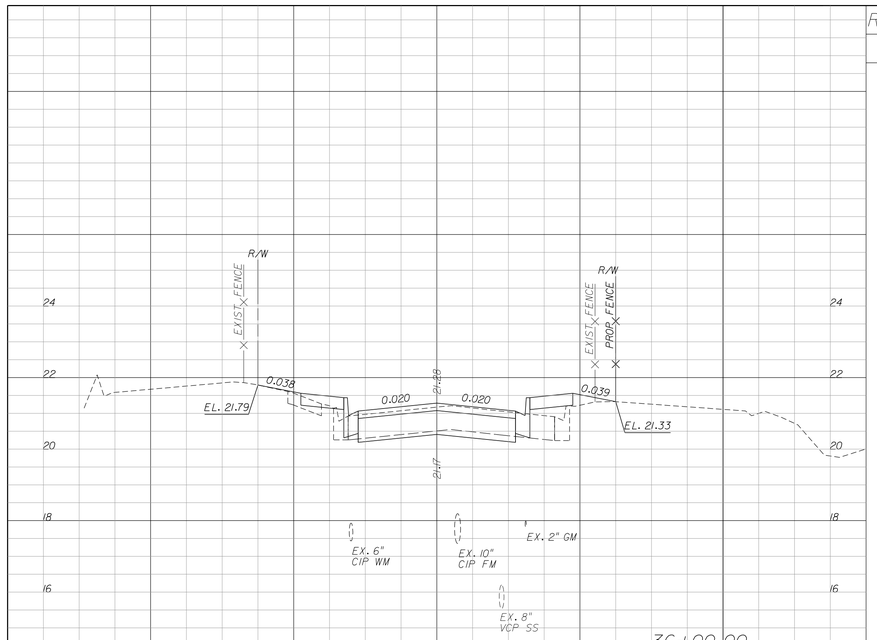
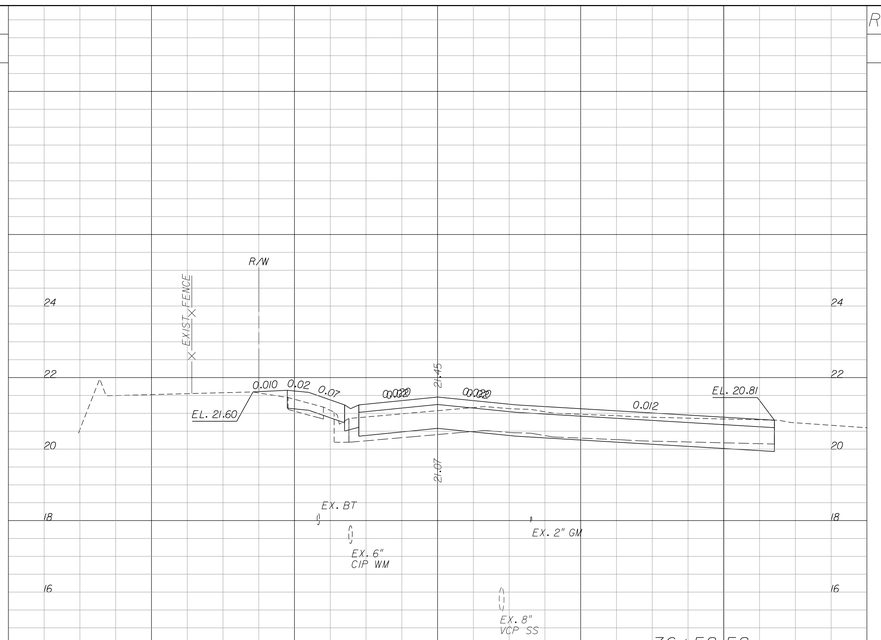


36+00.00



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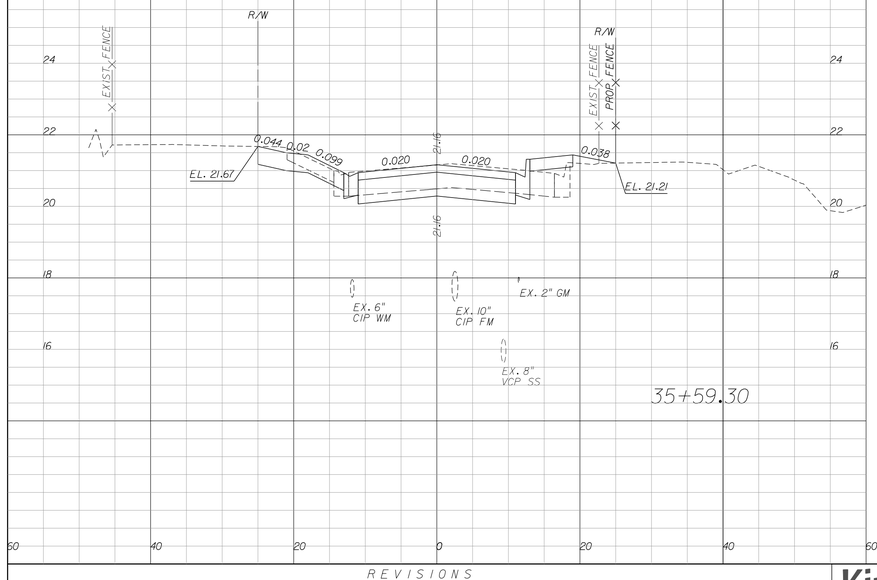
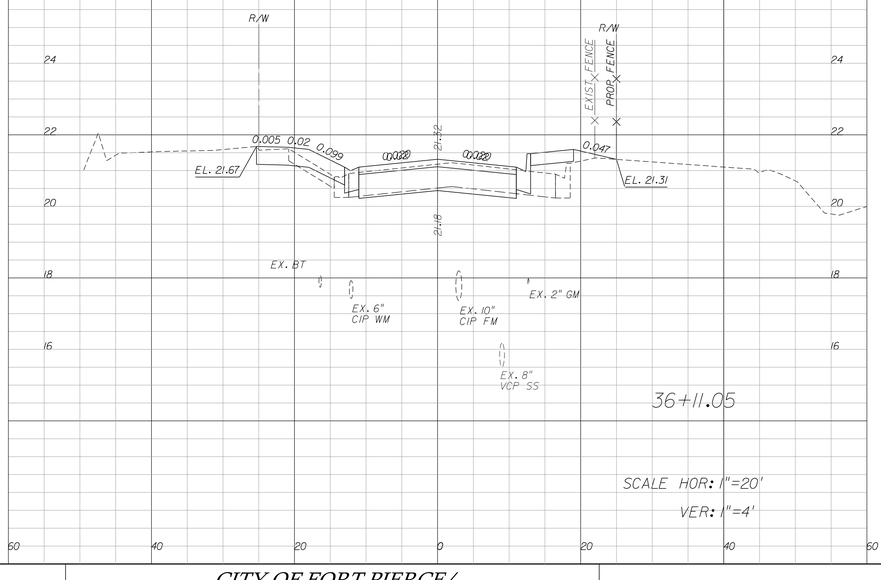


35+59.30



36+11.05

SCALE HOR: 1"=20'
VER: 1"=4'

	Regular Exc.		Embankment	
	A	V	A	V
36+00.00	20.5	37.4	2.5	2.9
35+59.30	29.2	25.4	1.3	0.5
36+58.58	43.0	57.7	0.5	2.4
36+11.05	22.5	8.8	2.3	1.0

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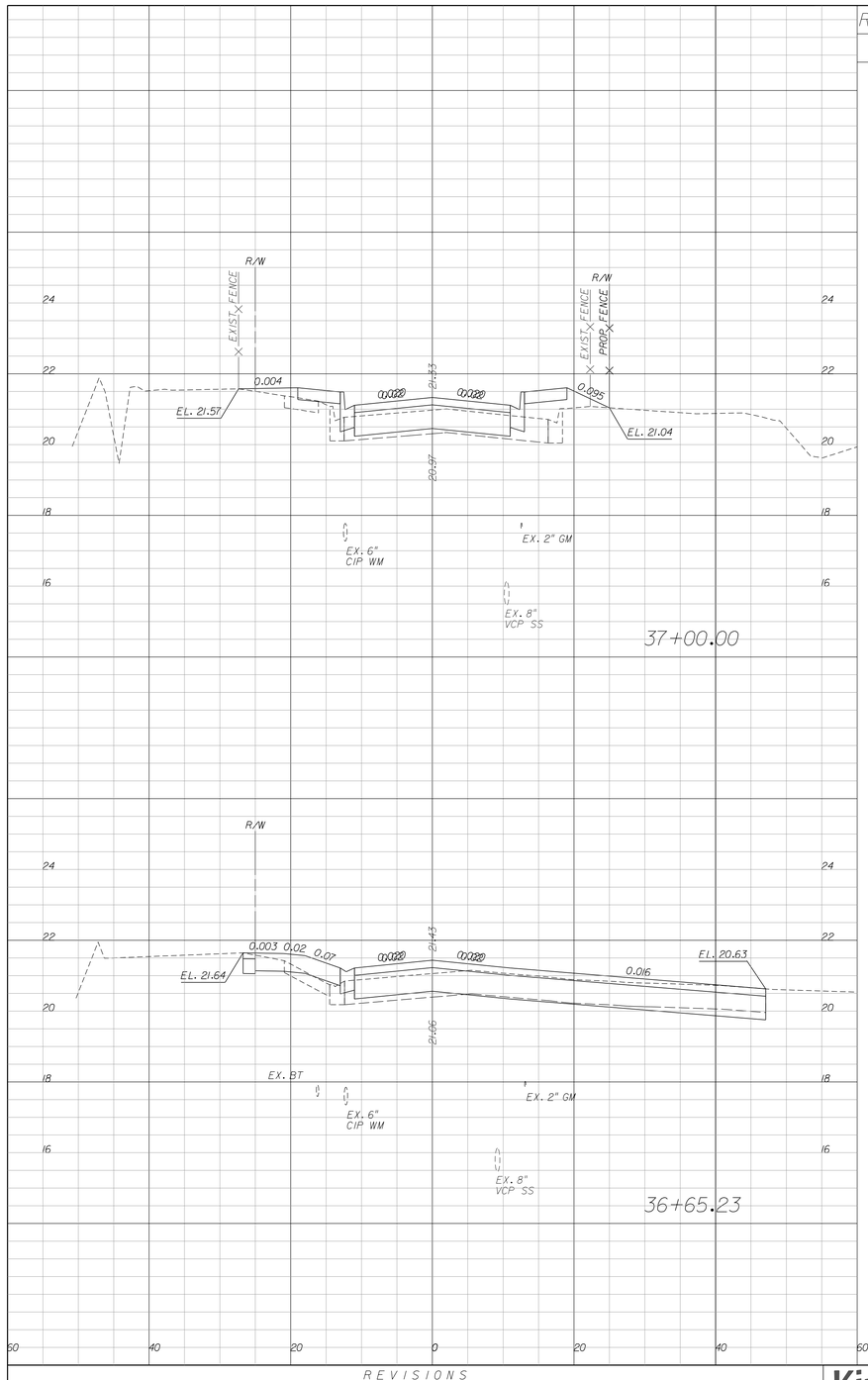
CROSS SECTIONS

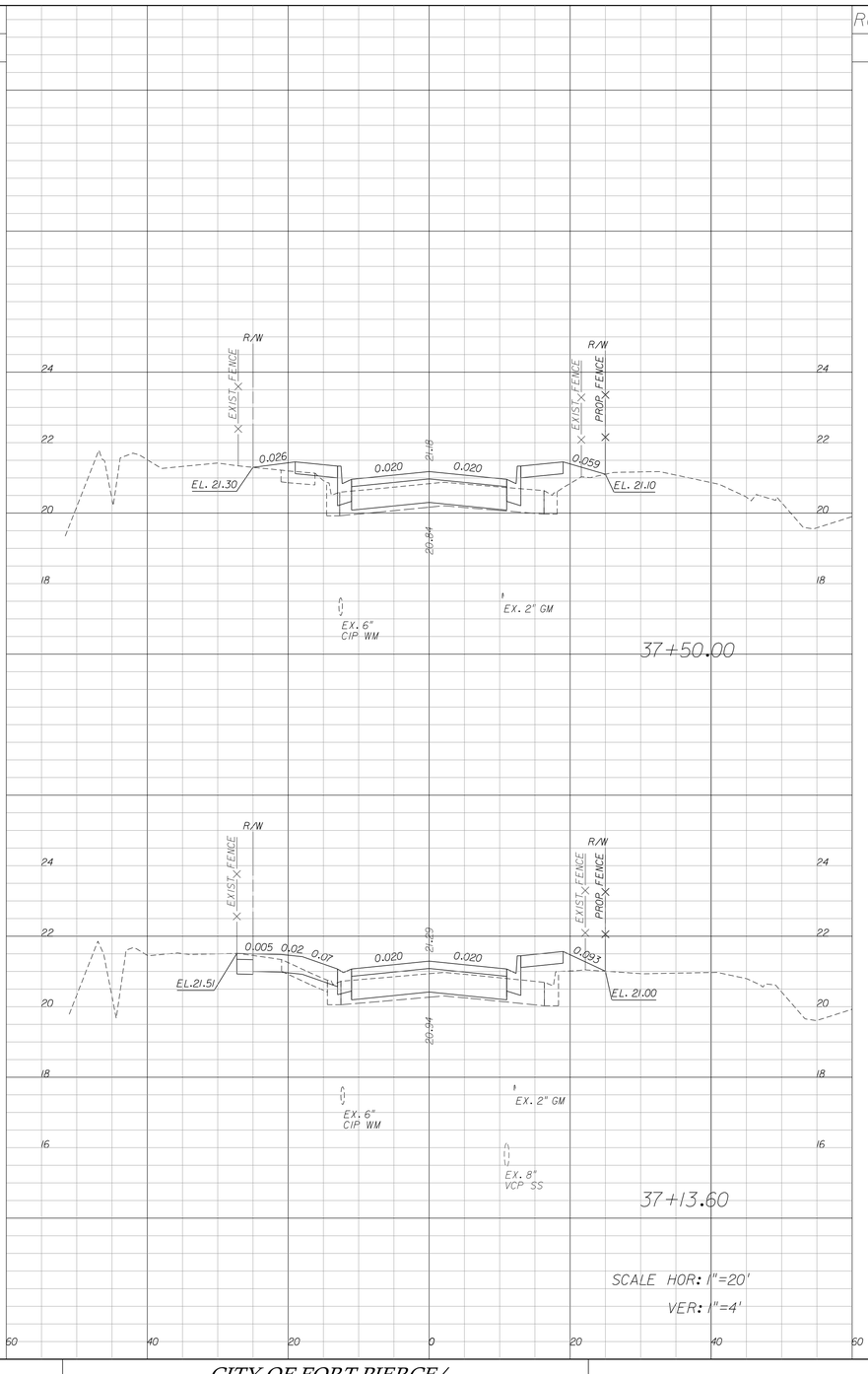
SHEET NO. 22

mike.forman 10/19/2016 8:46:01 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



37+00.00

Regular Exc.		Embankment	
A	V	A	V
13.8	37.5	6.0	3.9



37+50.00

Regular Exc.		Embankment	
A	V	A	V
14.3	21.8	5.9	6.7

36+65.23

Regular Exc.		Embankment	
A	V	A	V
44.4	10.8	0.1	0.1

37+13.60

Regular Exc.		Embankment	
A	V	A	V
18.1	8.0	4.0	2.5

SCALE HOR: 1"=20'
VER: 1"=4'

50 40 20 0 20 40 60

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
601 21ST STREET, SUITE 300
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CERTIFICATE OF AUTHORIZATION: 00000696

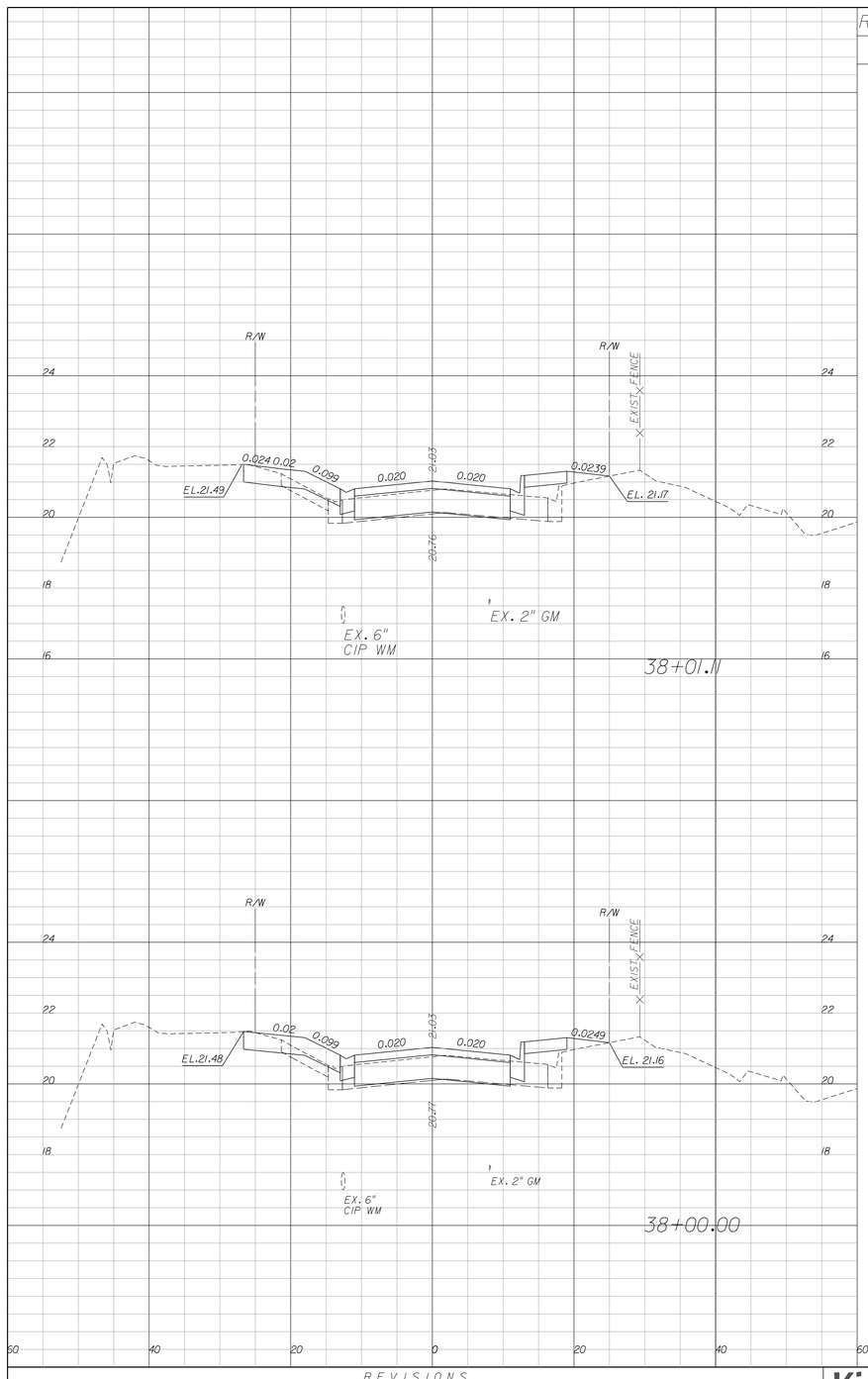
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

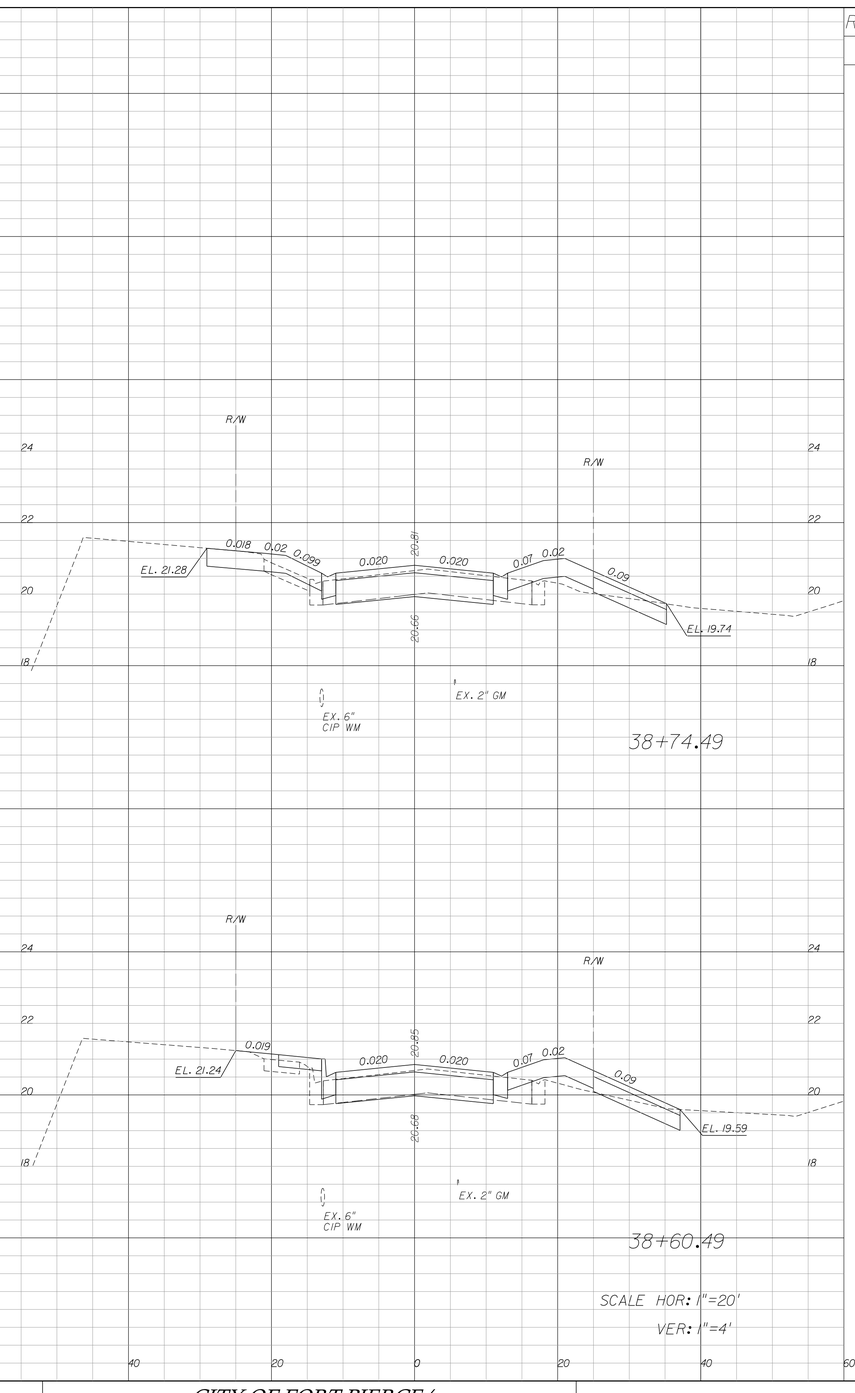
CROSS SECTIONS

SHEET NO. 23

mike.forman 10/19/2016 8:46:12 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
19.5	0.8	2.8	0.1
19.5	31.3	2.8	8.1



Regular Exc.		Embankment	
A	V	A	V
27.4	13.0	1.4	0.9
22.6	46.3	2.2	5.5

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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CERTIFICATE OF AUTHORIZATION: 00000696

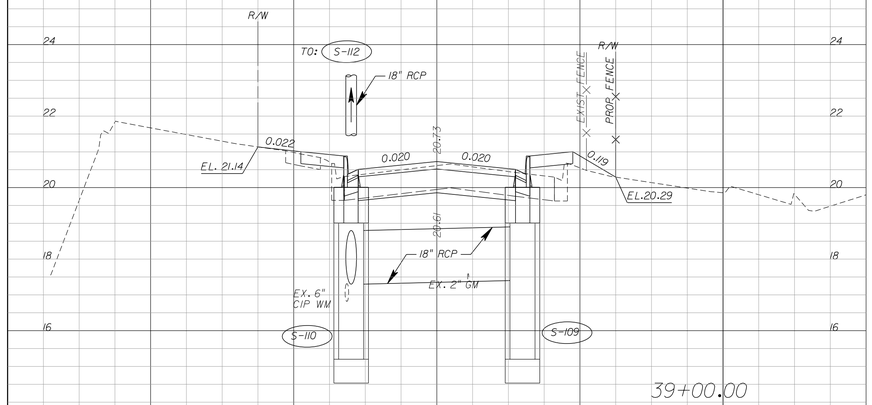
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

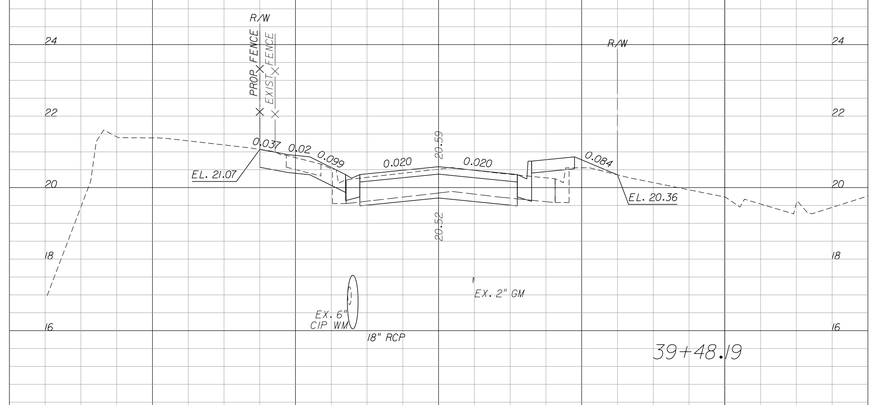
CROSS SECTIONS

SHEET NO. 24

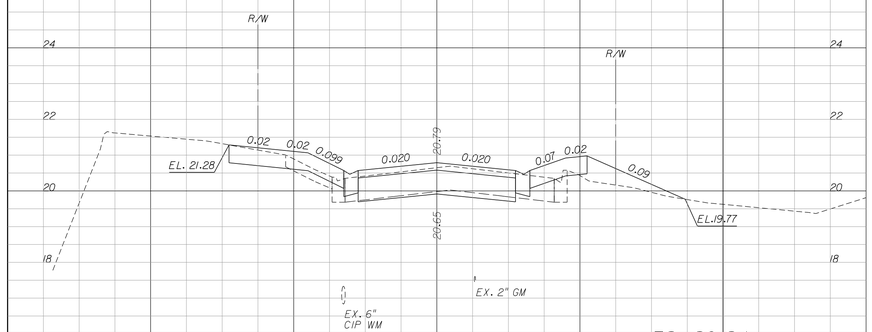
mike.forman 10/19/2016 8:46:23 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



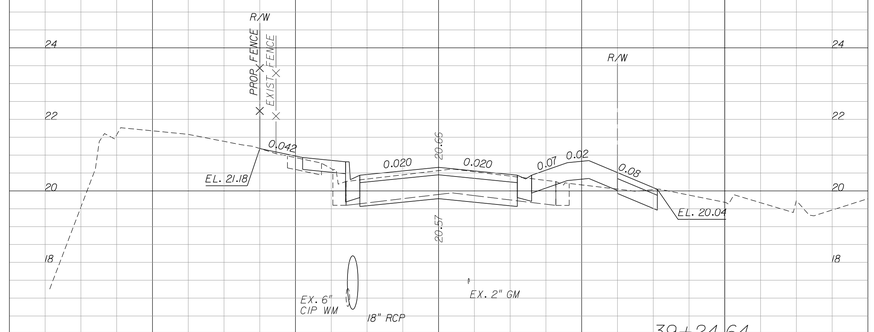
39+00.00



39+48.19



38+80.84



39+24.64

SCALE HOR: 1"=20'
VER: 1"=4'

	Regular Exc.		Embankment	
	A	V	A	V
	20.2	15.9	3.1	2.8
	24.6	6.1	4.7	0.7
	25.9	21.6	1.6	1.3
	23.6	20.0	1.4	2.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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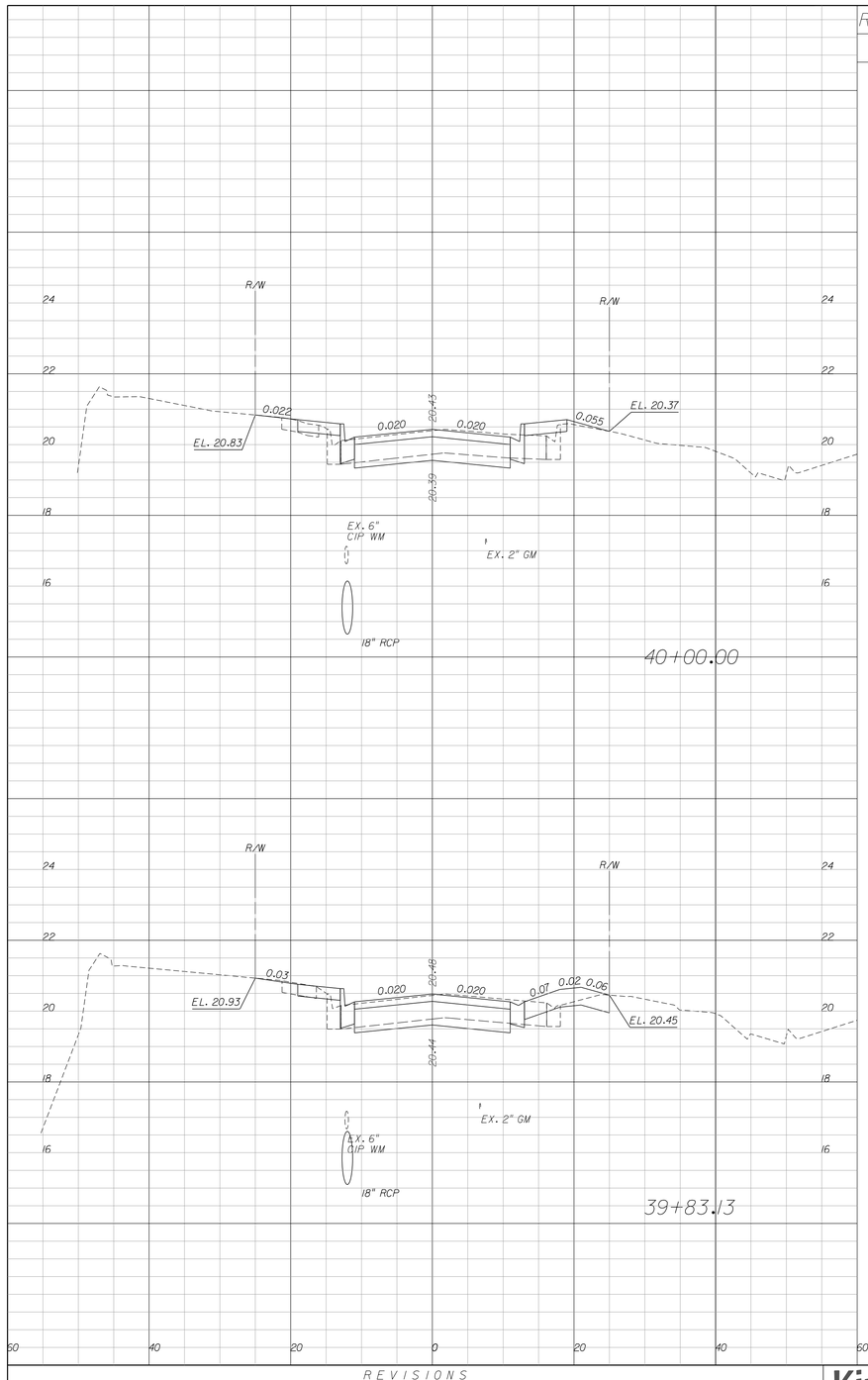
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

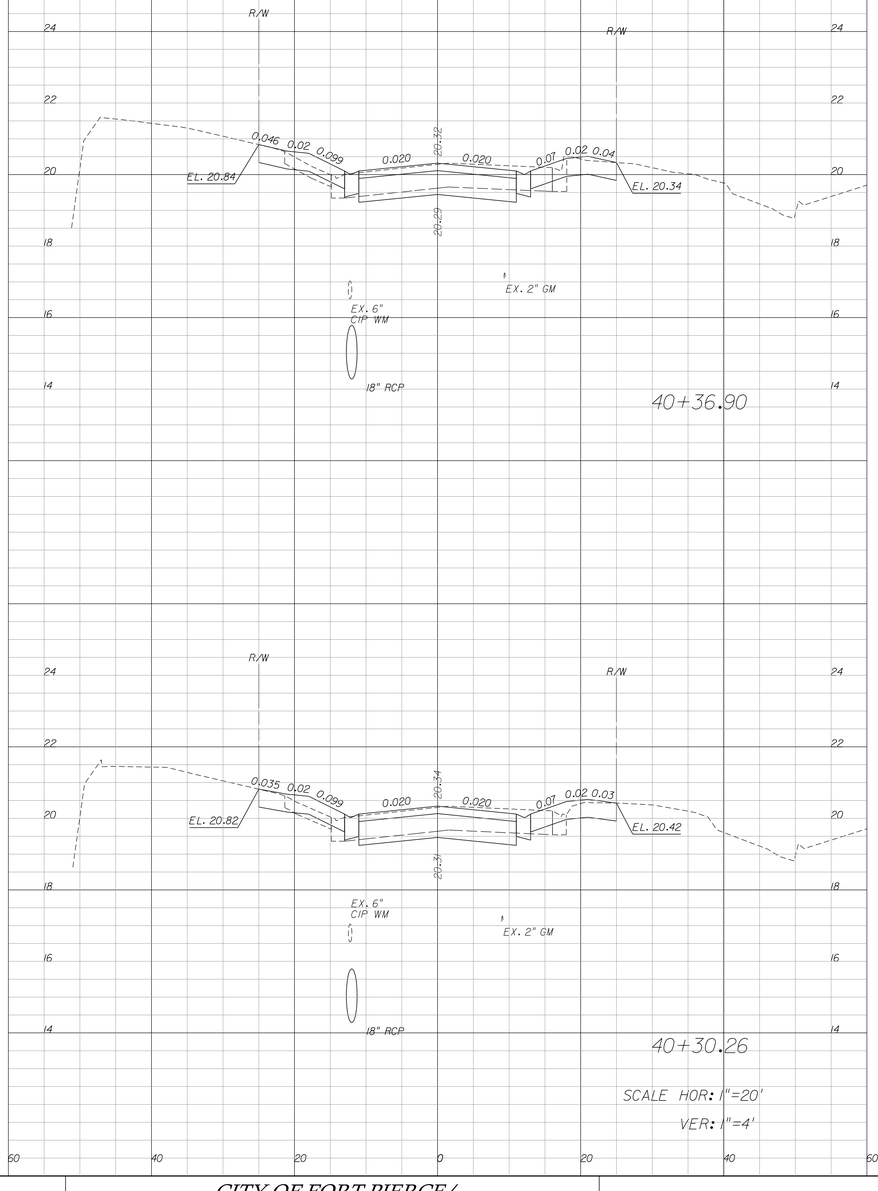
CROSS SECTIONS

SHEET NO. 25

mike.forman 10/19/2016 8:46:34 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
23.4	15.5	0.9	0.4



Regular Exc.		Embankment	
A	V	A	V
31.8	7.7	0.0	0.0

26.3	33.8	0.3	1.2

31.1	30.5	0.0	0.5

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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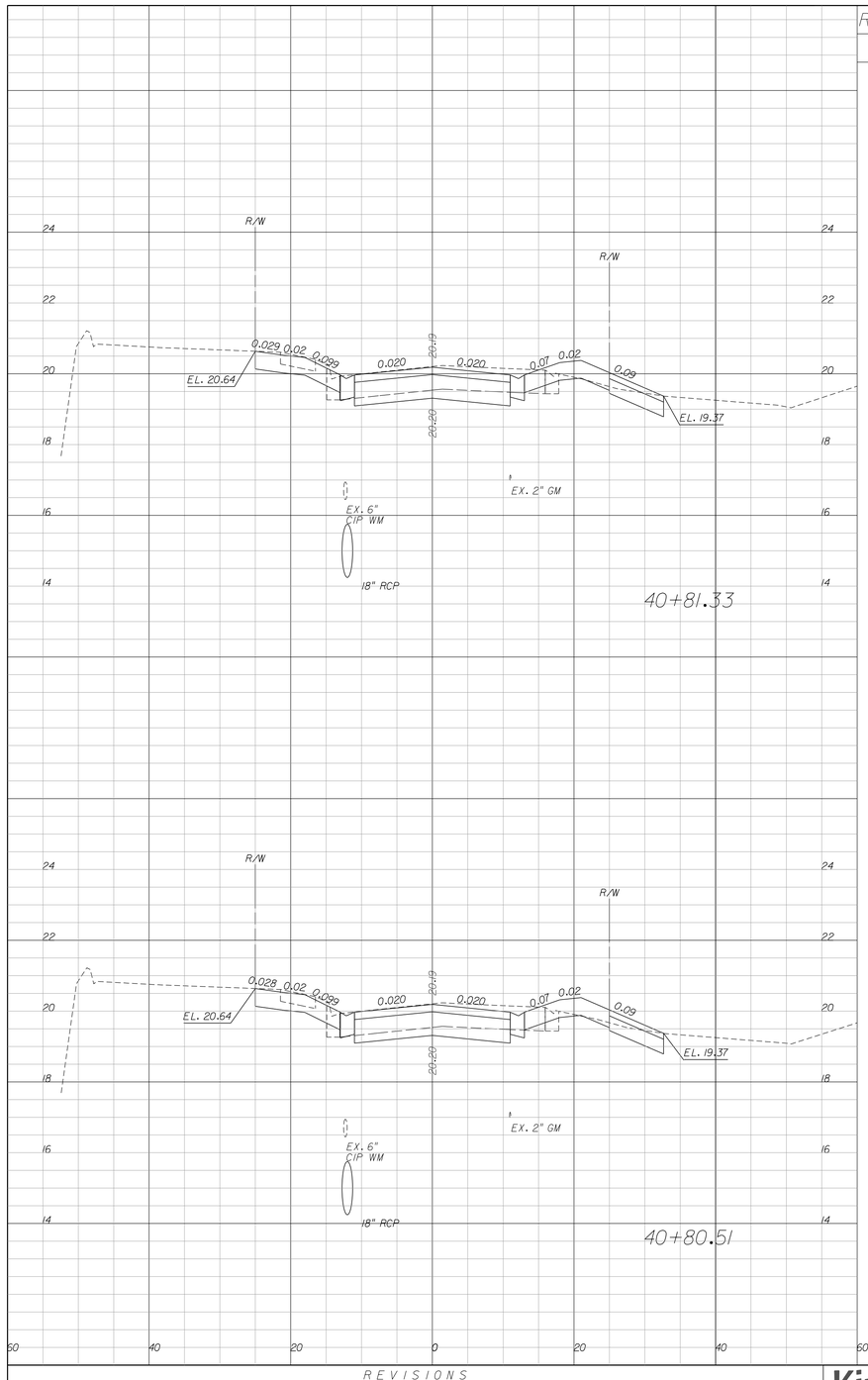
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

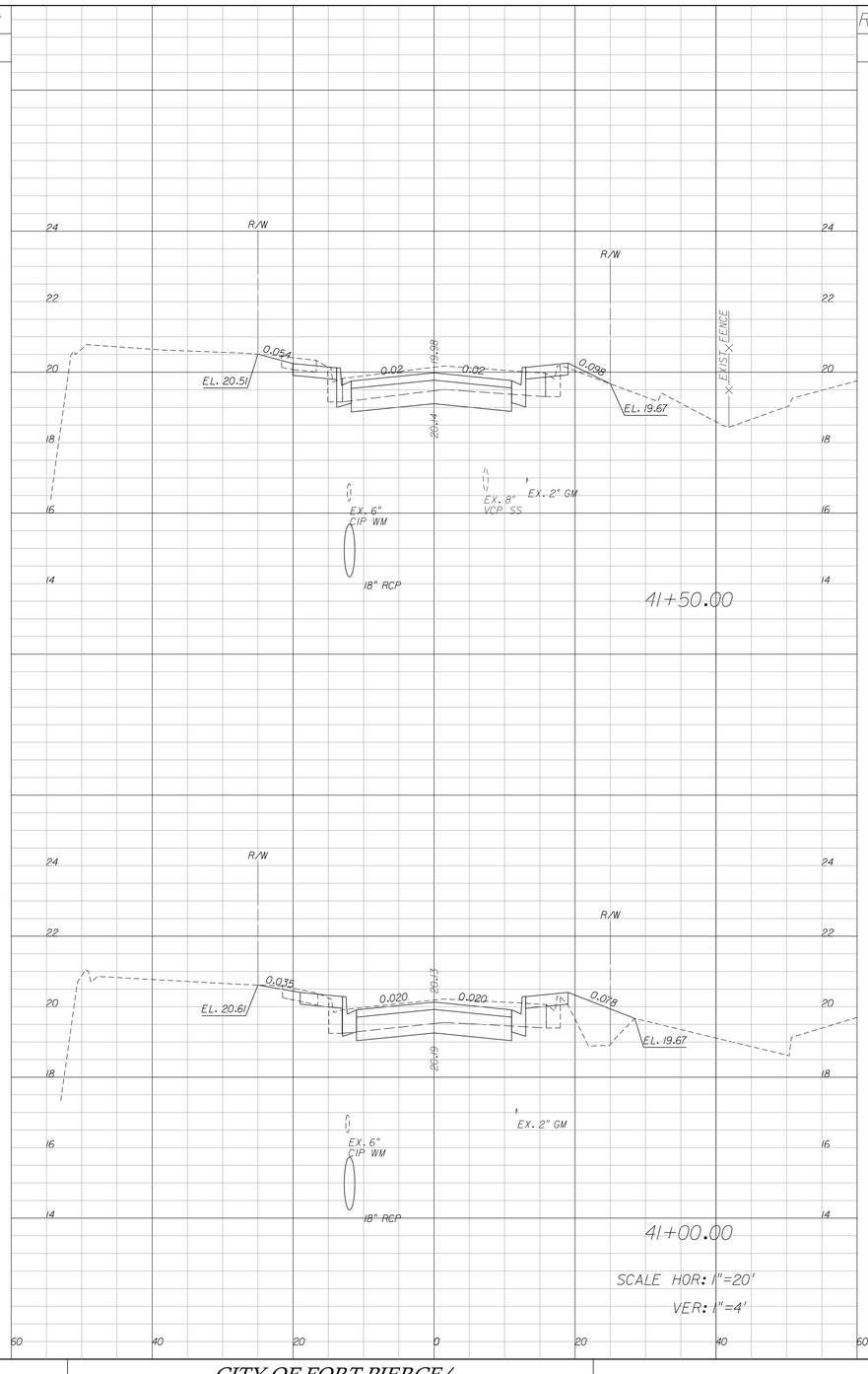
CROSS SECTIONS

SHEET NO. 26

mike.forman 10/19/2016 8:46:45 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
35.4	1.1	0.0	0.0
35.5	54.3	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
31.5	54.3	0.5	7.8
27.1	21.6	7.9	2.7

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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CERTIFICATE OF AUTHORIZATION: 00000696

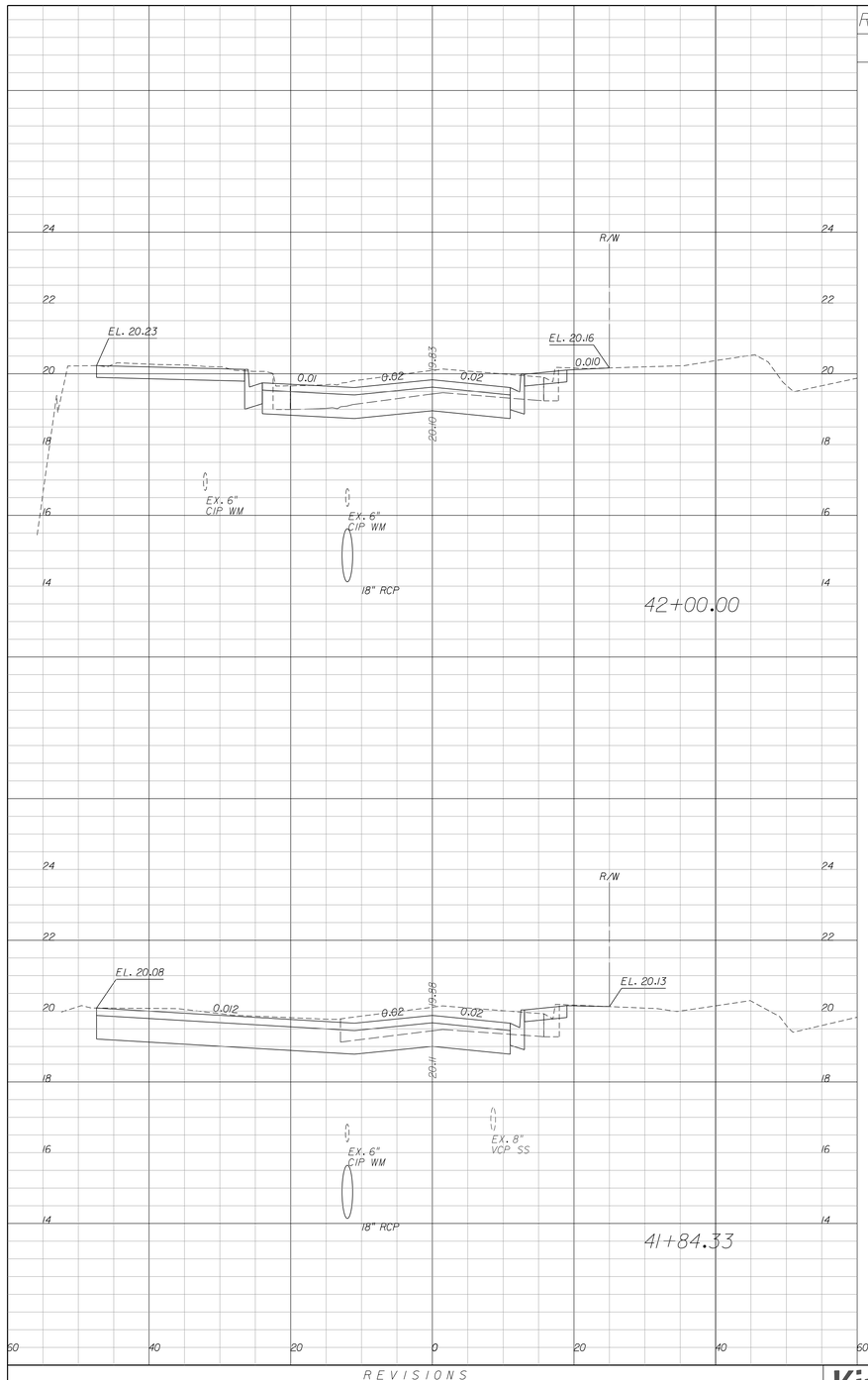
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

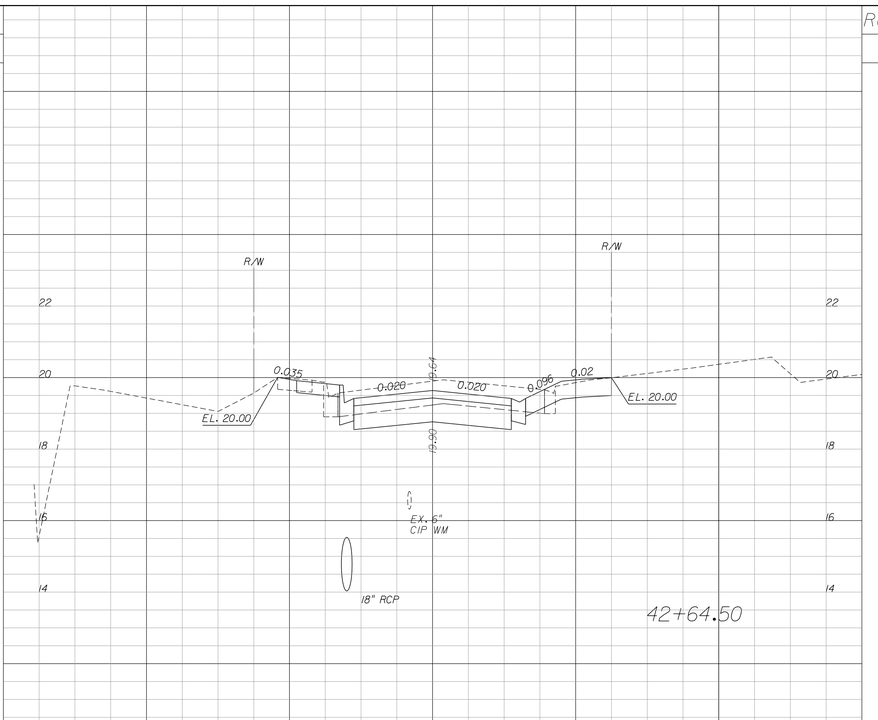
SHEET NO. 27

mike.forman 10/19/2016 8:46:56 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

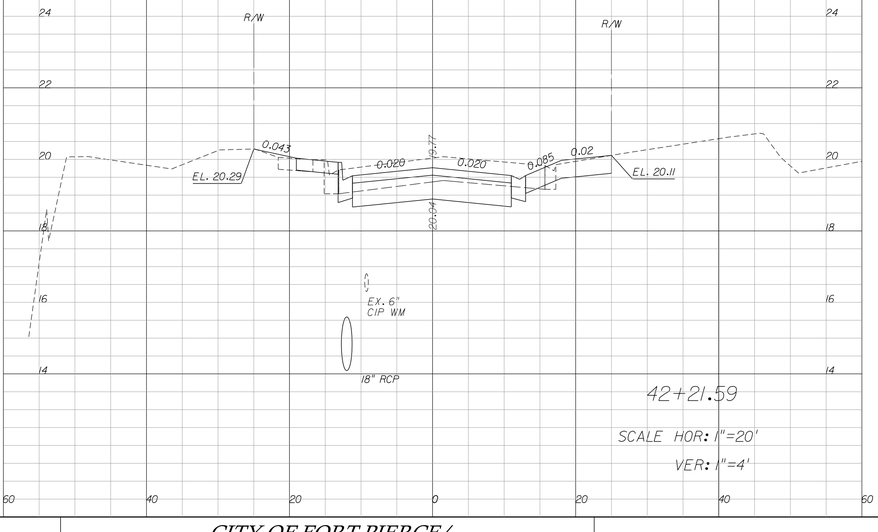


Regular Exc.		Embankment	
A	V	A	V
52.0	33.2	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
62.5	59.8	0.0	0.3



Regular Exc.		Embankment	
A	V	A	V
36.7	58.8	0.0	0.2



Regular Exc.		Embankment	
A	V	A	V
37.3	35.7	0.3	0.1

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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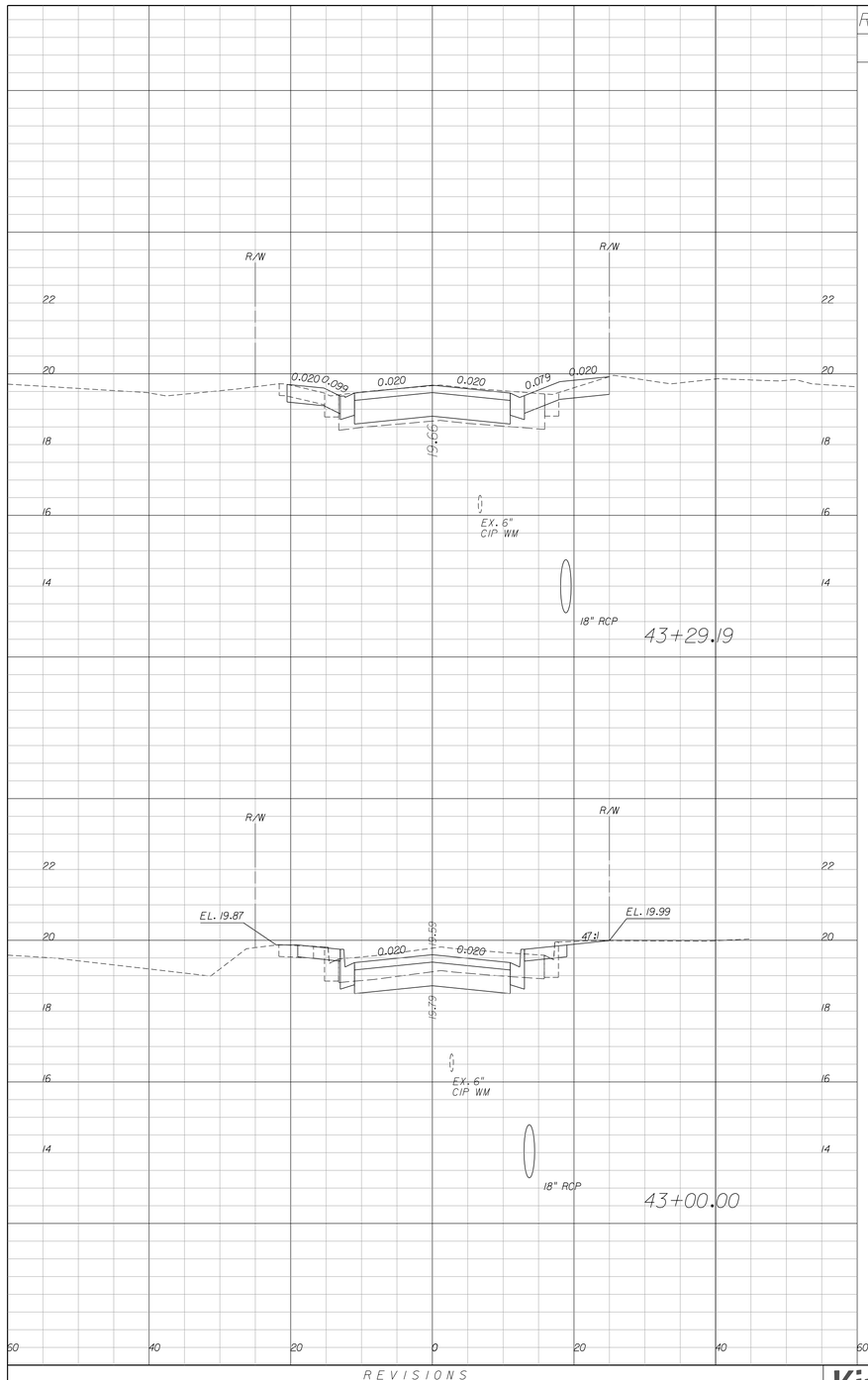
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

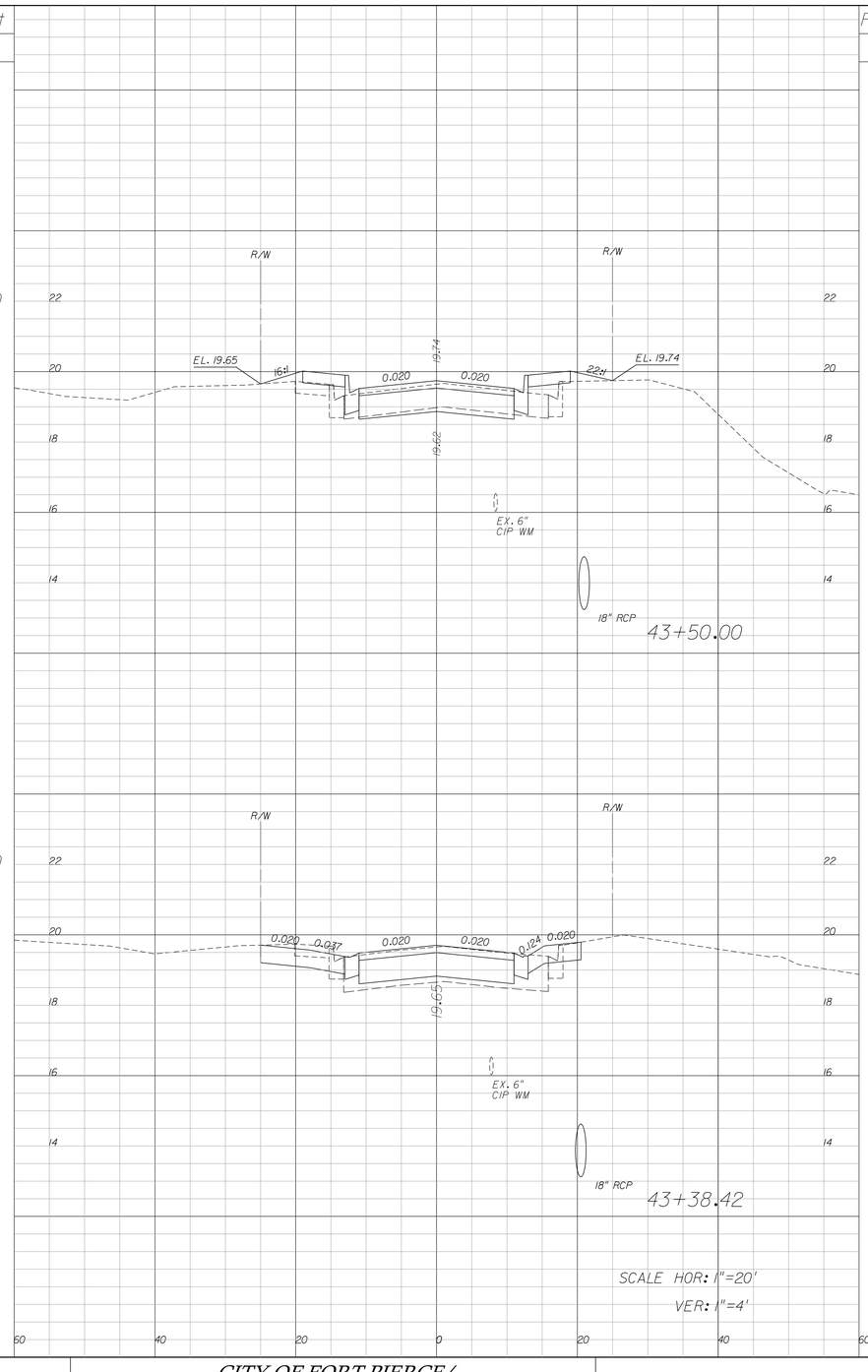
CROSS SECTIONS

SHEET NO. 28



Regular Exc.		Embankment	
A	V	A	V
29.8	32.5	0.0	0.0

Regular Exc.		Embankment	
A	V	A	V
30.3	44.0	0.1	0.0



Regular Exc.		Embankment	
A	V	A	V
19.5	10.8	3.4	0.7

Regular Exc.		Embankment	
A	V	A	V
30.8	10.4	0.0	0.0

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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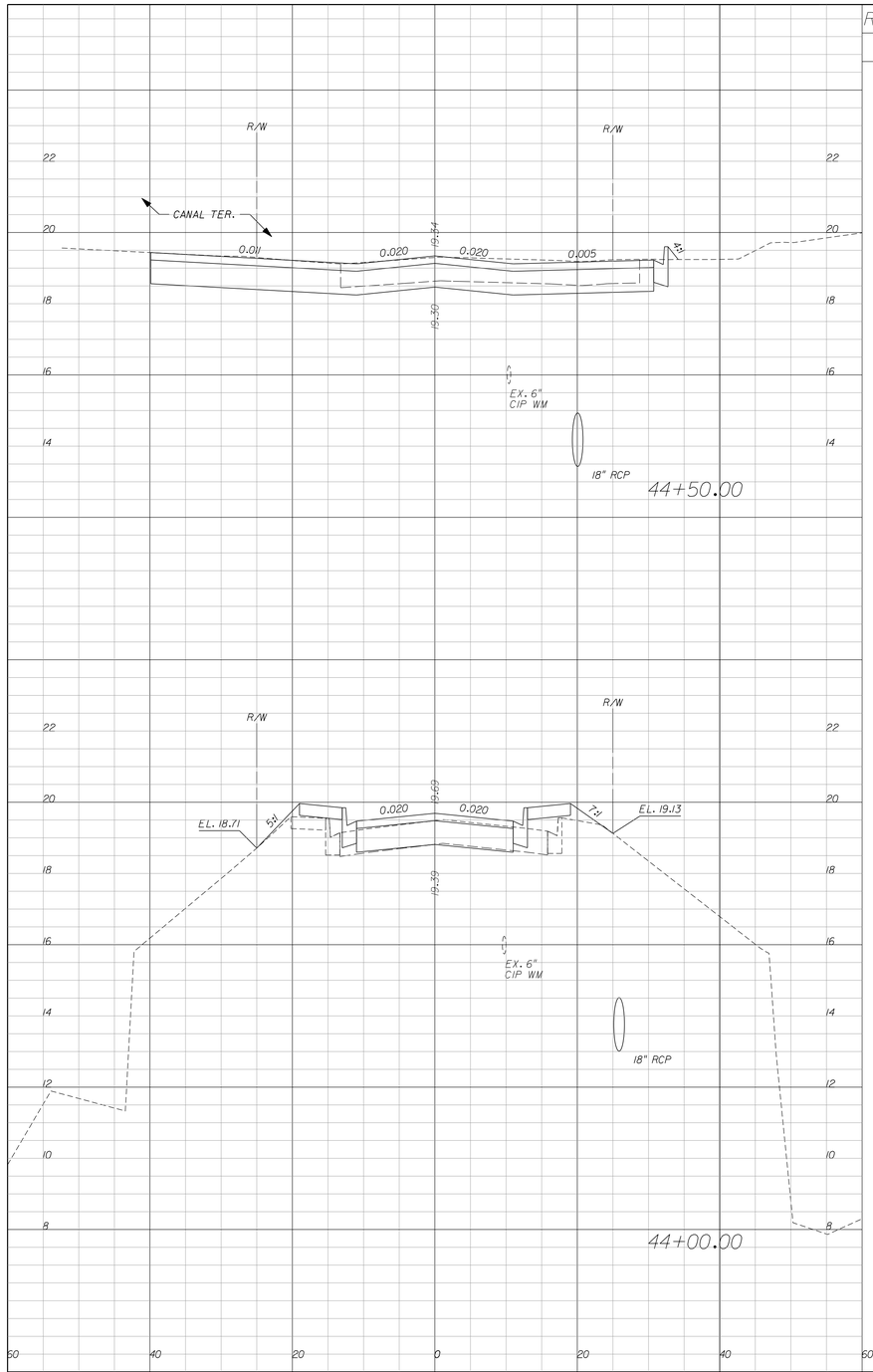
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

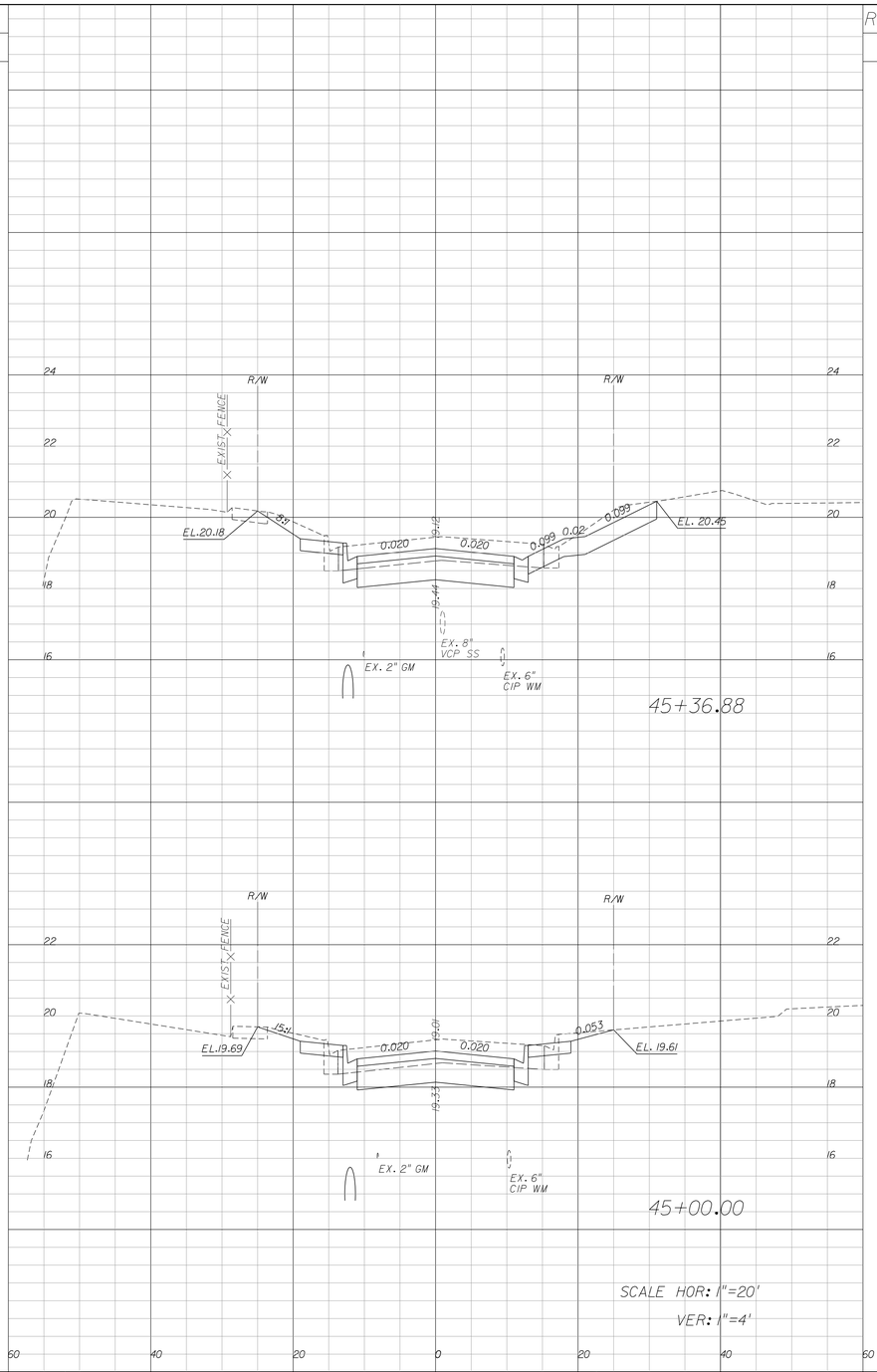
CROSS SECTIONS

SHEET NO. 29

mike.forman 10/19/2016 8:47:17 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
64.8	75.5	0.3	4.0
16.8	33.6	4.0	6.9



Regular Exc.		Embankment	
A	V	A	V
46.8	57.0	0.0	0.0
36.7	94.0	0.0	0.2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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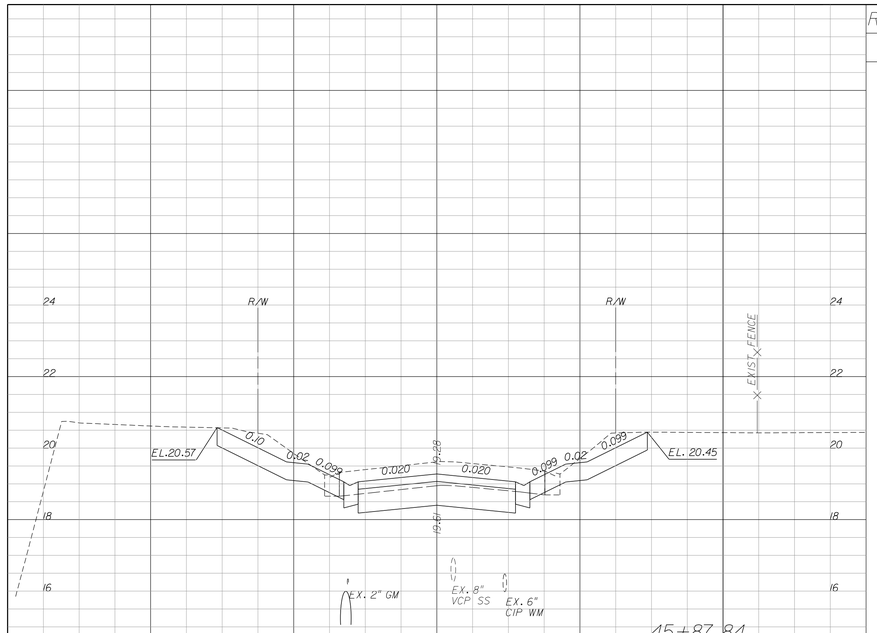
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

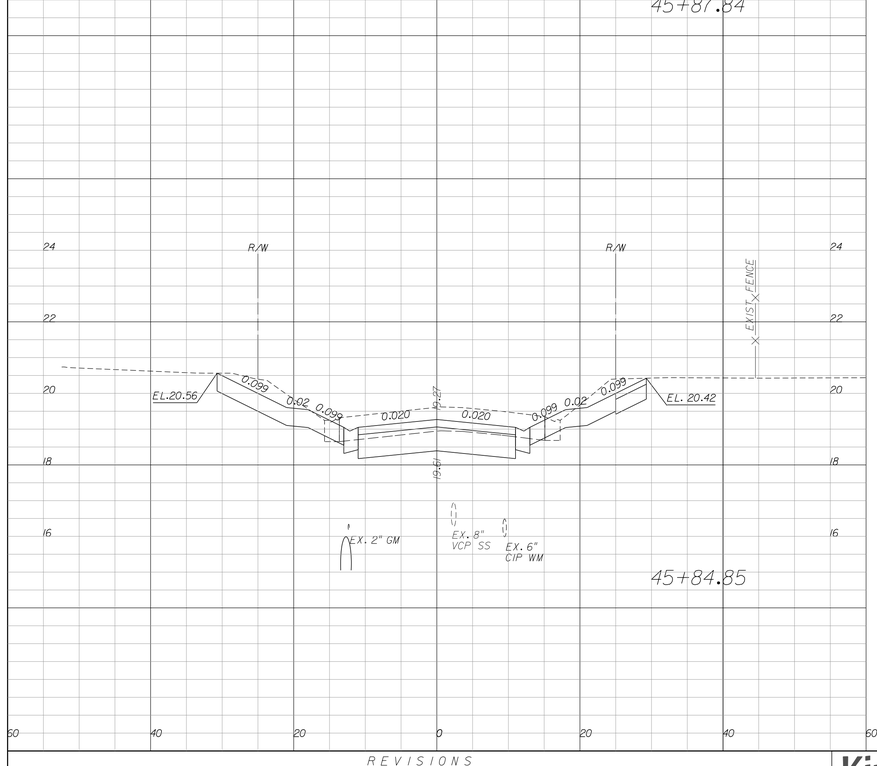
CROSS SECTIONS

SHEET NO. 30

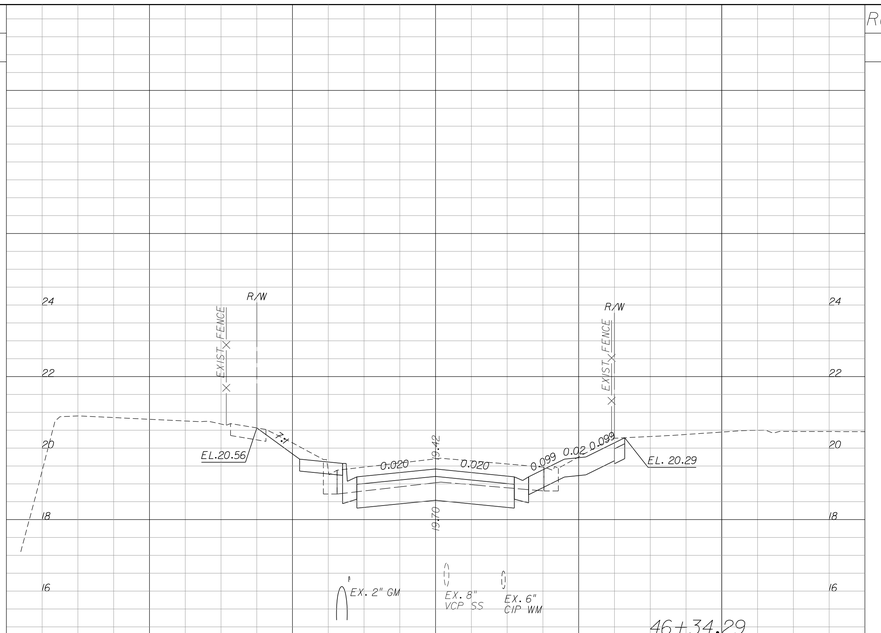
mike.forman 10/19/2016 8:47:28 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



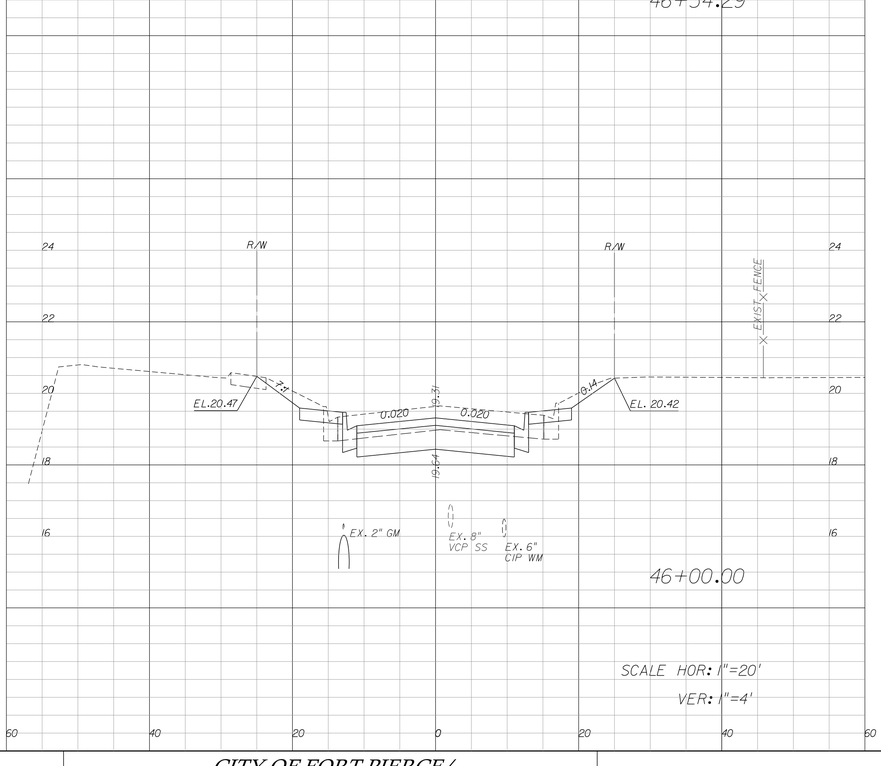
Regular Exc.		Embankment	
A	V	A	V
54.7	61	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
55.0	90.4	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
40.6	49.7	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
37.7	20.8	0.0	0.0

60 40 20 0 20 40 60

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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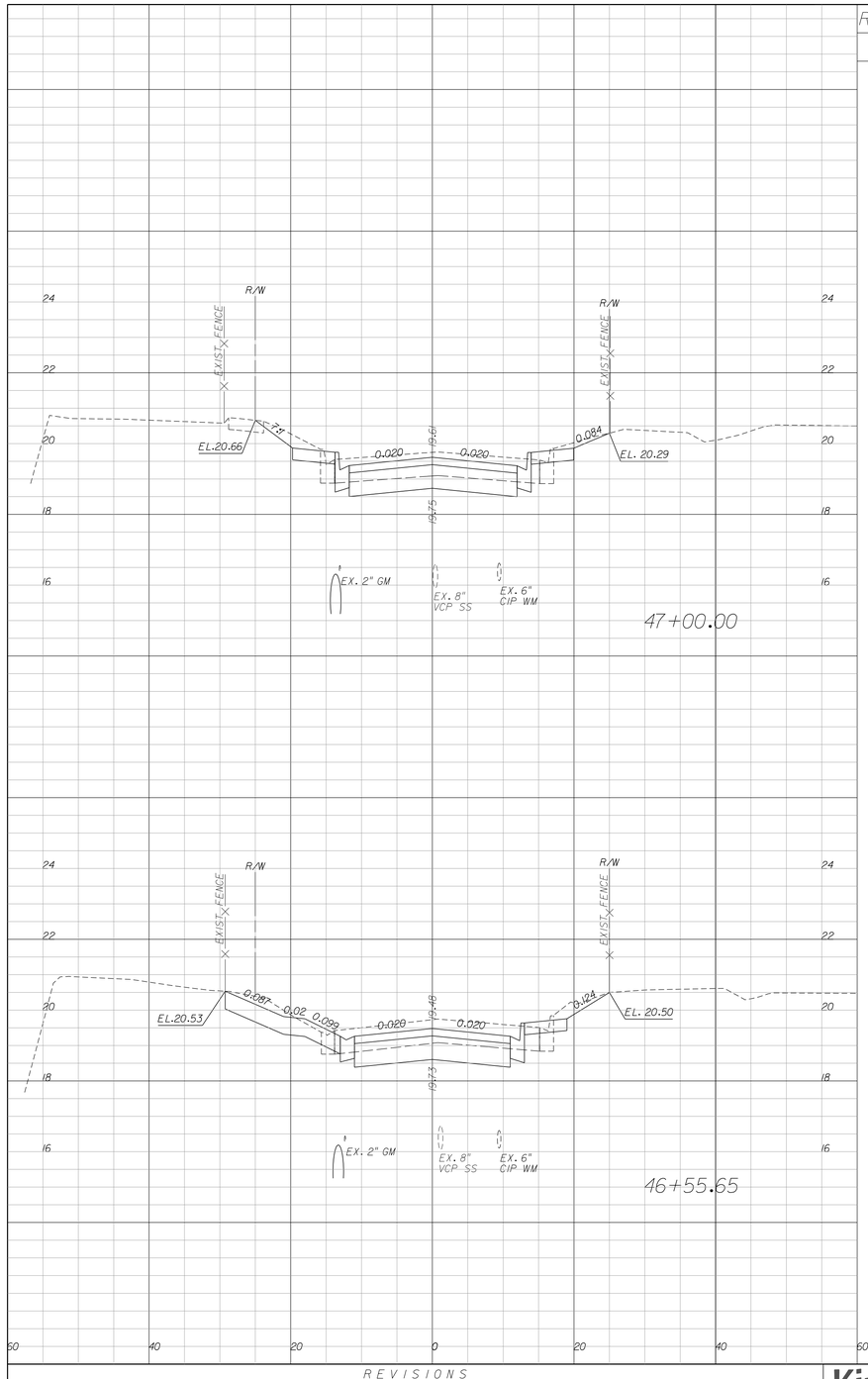
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO. 31

mike.forman 10/19/2016 8:47:39 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

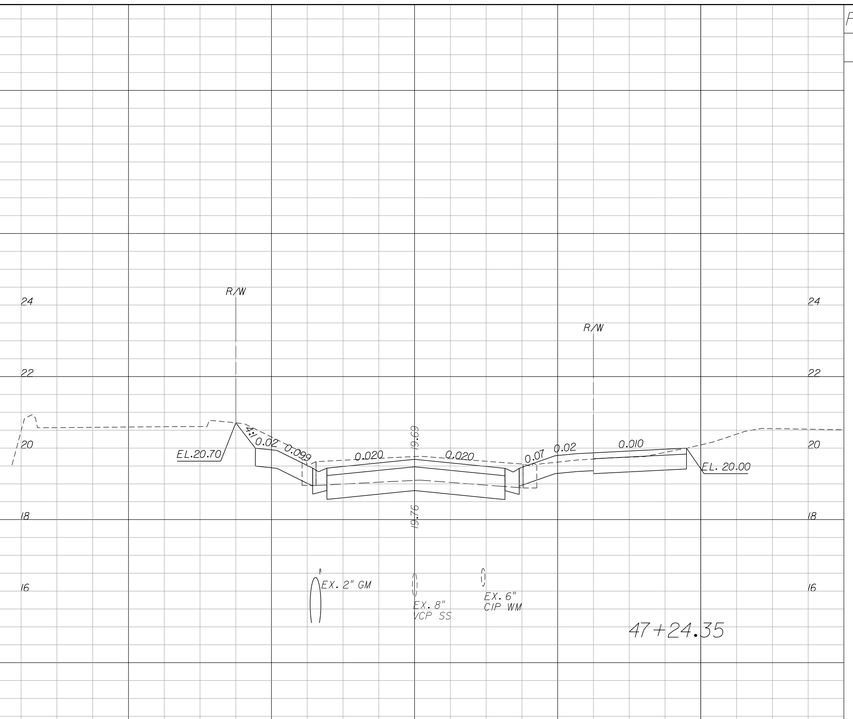


47+00.00

Regular Exc.		Embankment	
A	V	A	V
34.2	61.9	0.0	0.0

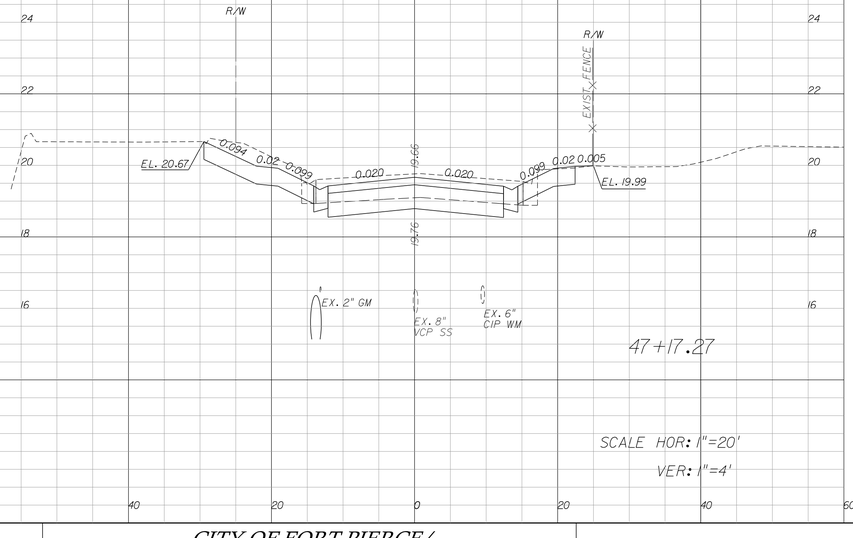
46+55.65

Regular Exc.		Embankment	
A	V	A	V
41.1	32.3	0.0	0.0



47+24.35

Regular Exc.		Embankment	
A	V	A	V
45.4	11.8	0.0	0.0



47+17.27

Regular Exc.		Embankment	
A	V	A	V
44.6	25.2	0.1	0.0

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

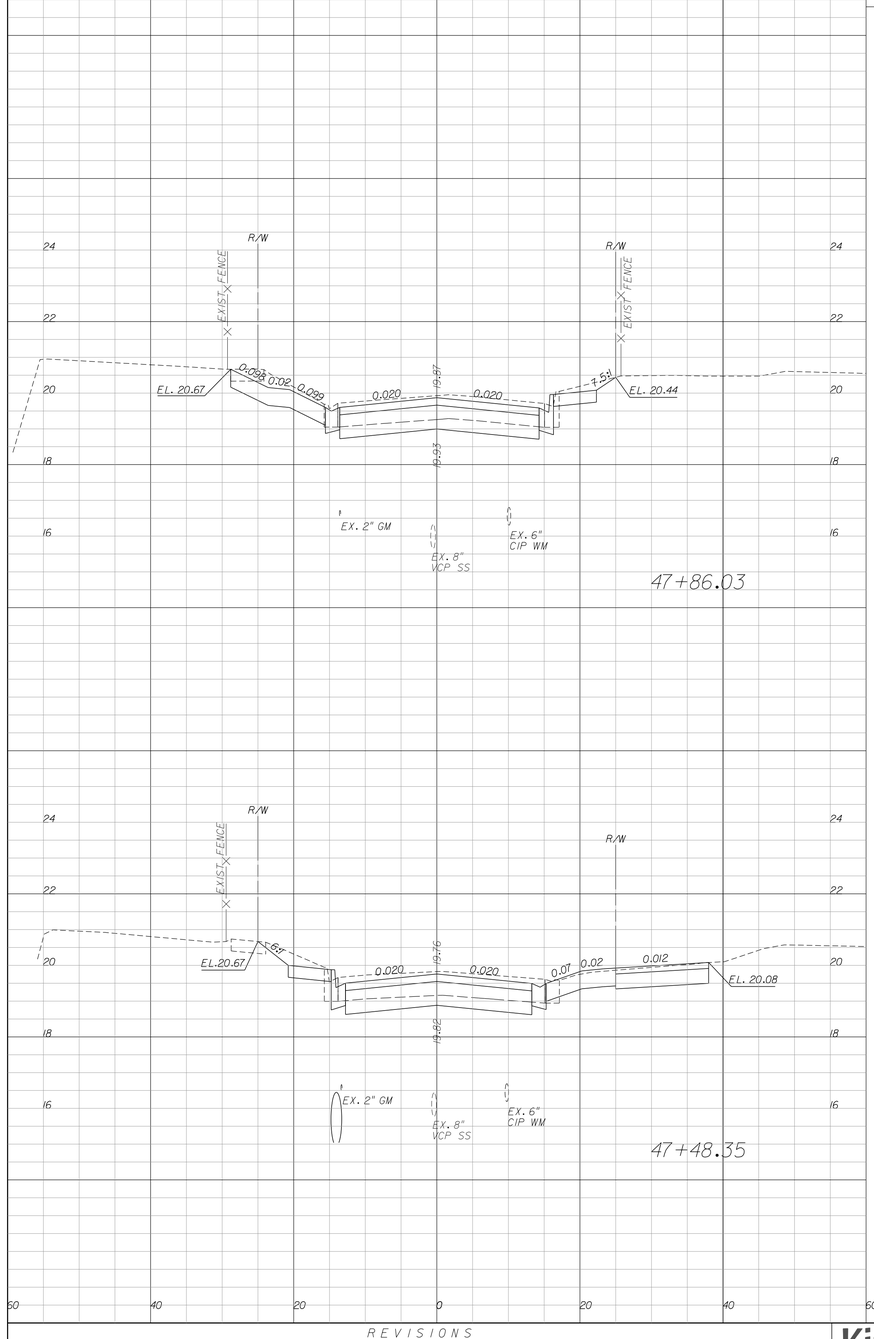
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

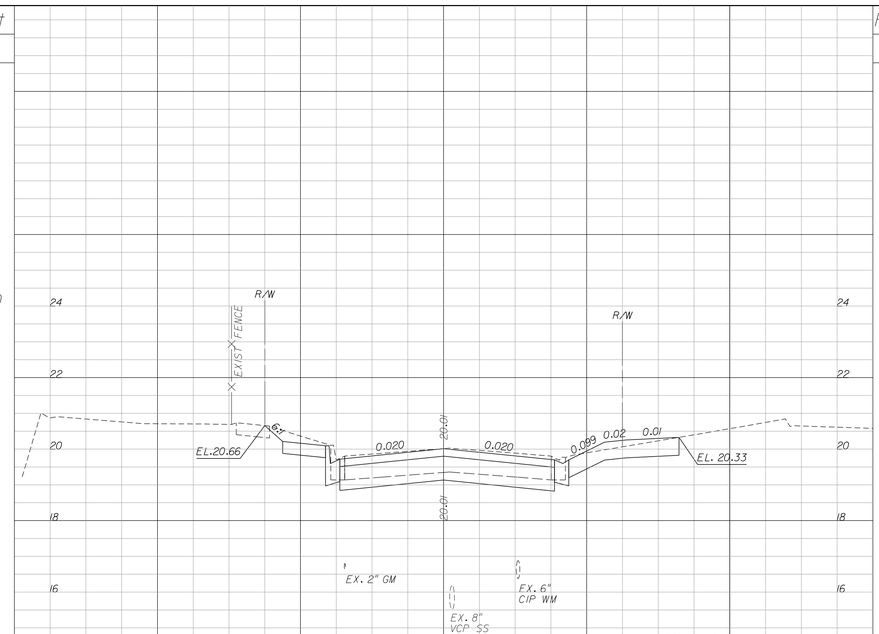
SHEET NO. 32

mike.forman 10/19/2016 8:47:50 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn

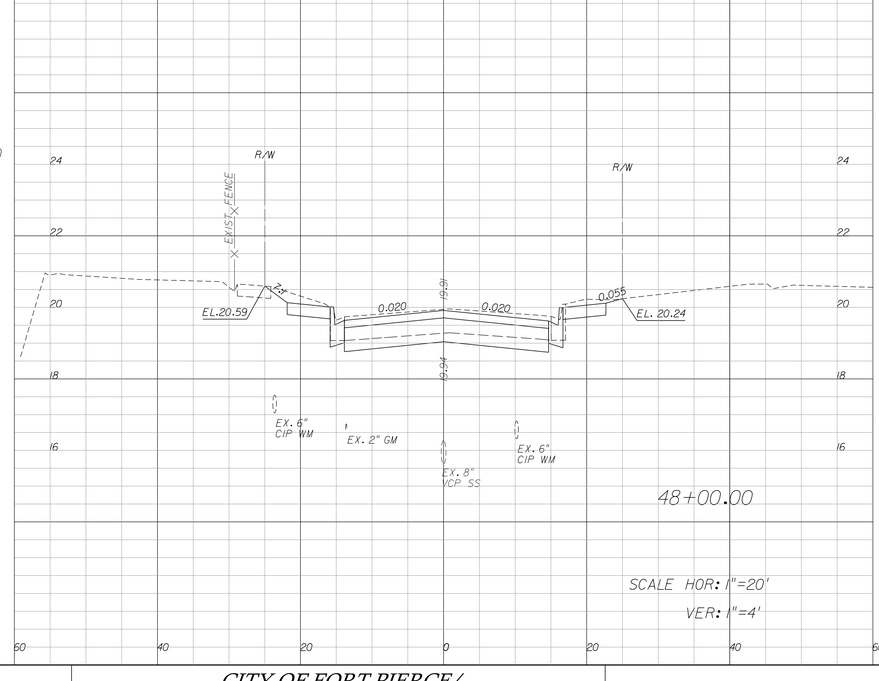
Regular Exc.		Embankment	
A	V	A	V
42.8	61.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
44.7	40.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
40.8	46.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
37.0	20.6	0.0	0.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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(772) 562-7981
CERTIFICATE OF AUTHORIZATION: 00000696

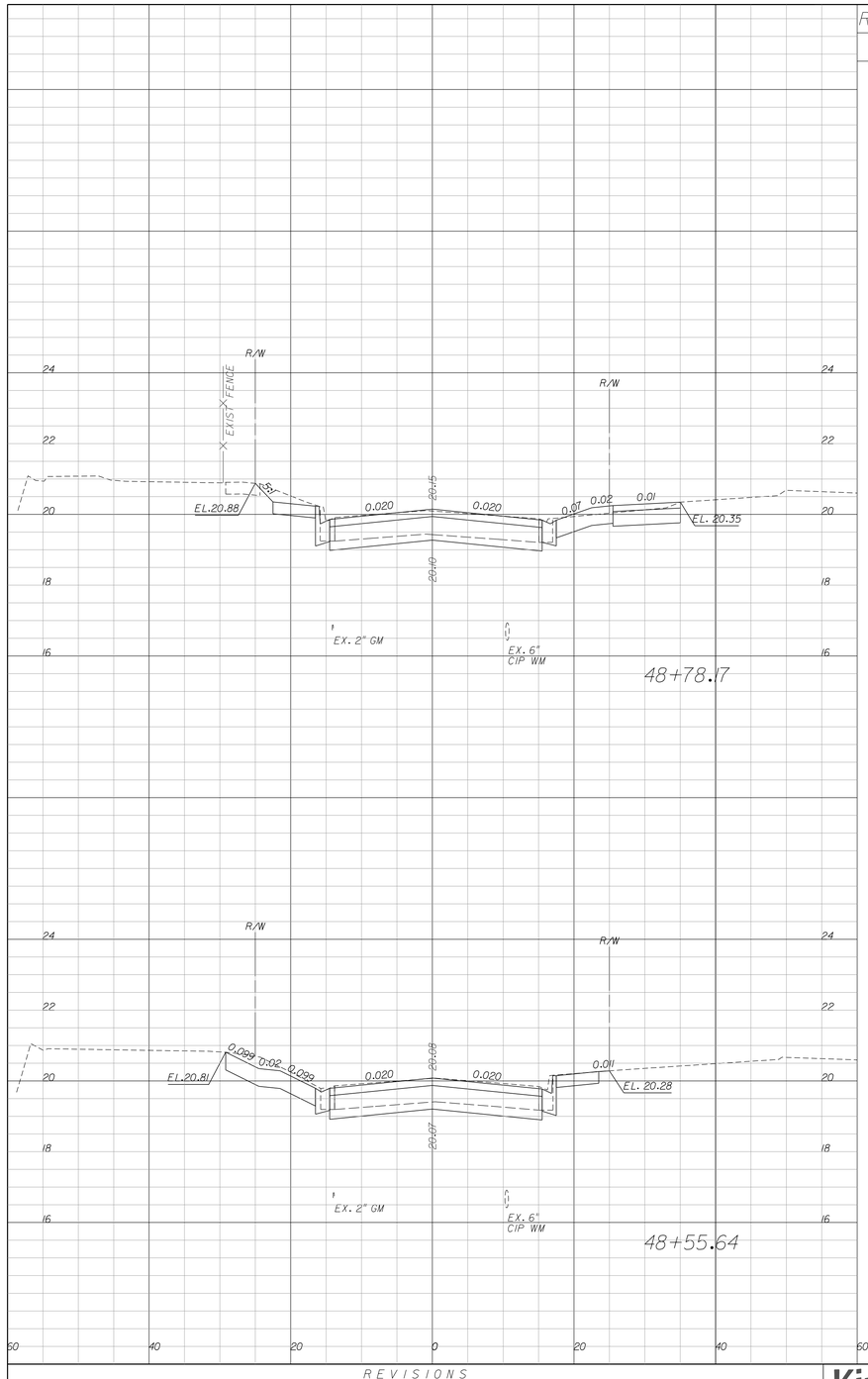
CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

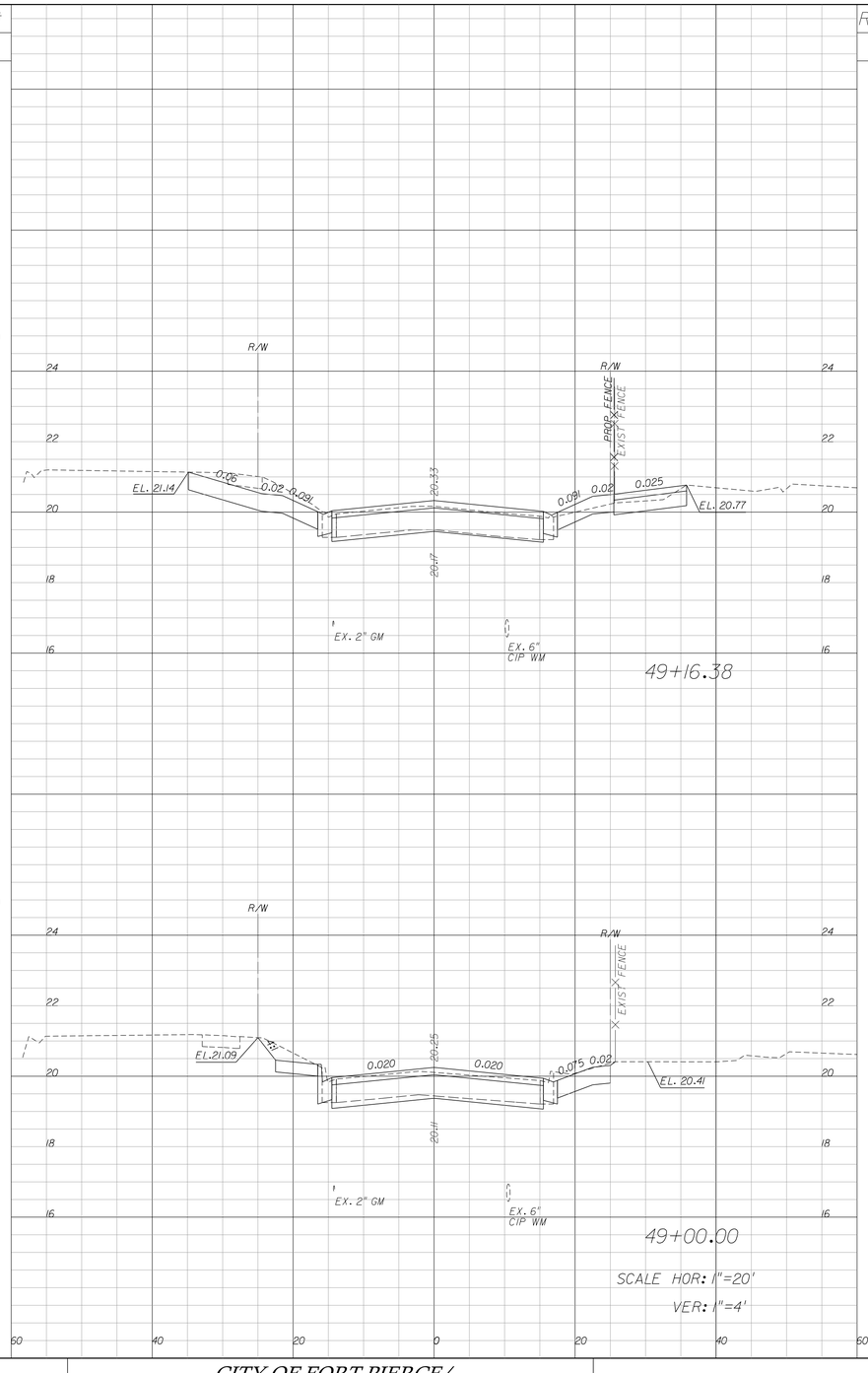
CROSS SECTIONS

SHEET NO. 33

mike.forman 10/19/2016 8:48:01 AM K:\VRB_Roadway\47922003\cadd\Phase 1\rdwy\rdxsrd01.dgn



Regular Exc.		Embankment	
A	V	A	V
40.2	33.8	0.0	0.0
40.7	35.8	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
43.8	23.8	0.0	0.0
34.7	30.3	0.0	0.0

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
601 21ST STREET, SUITE 300
VERO BEACH, FL 32960
(772) 562-7981
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO. 34

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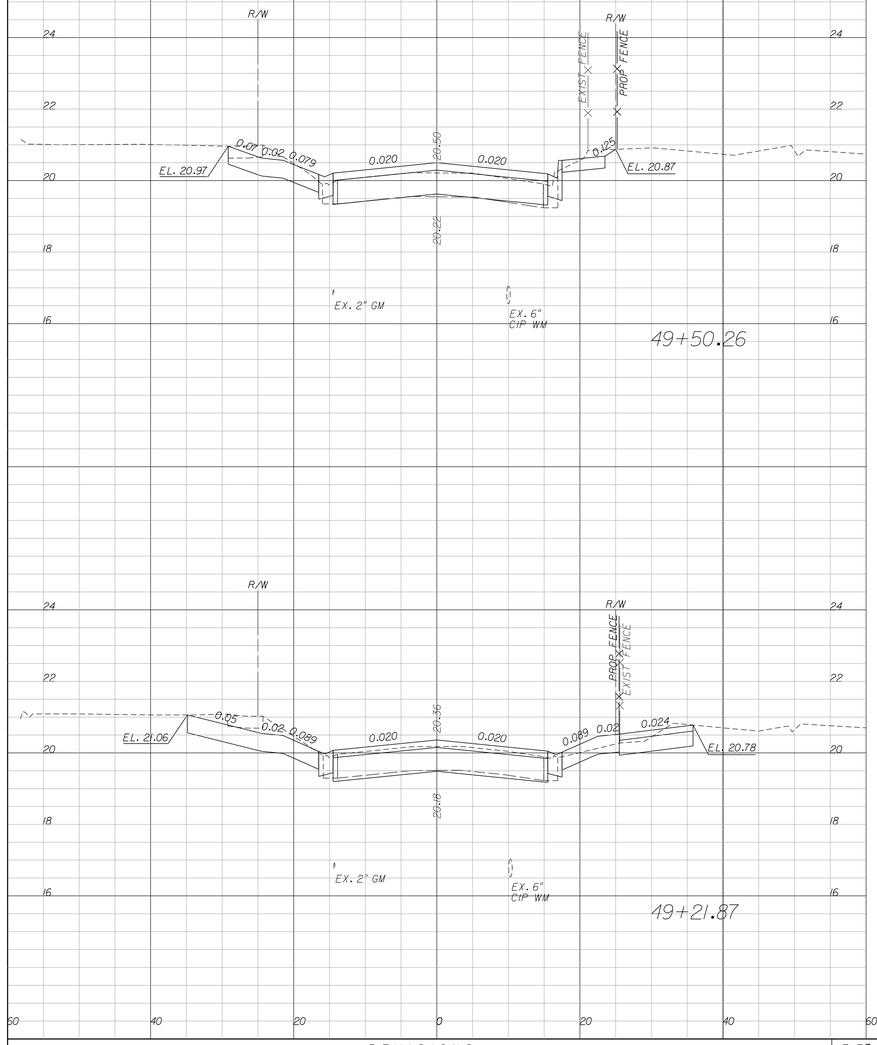
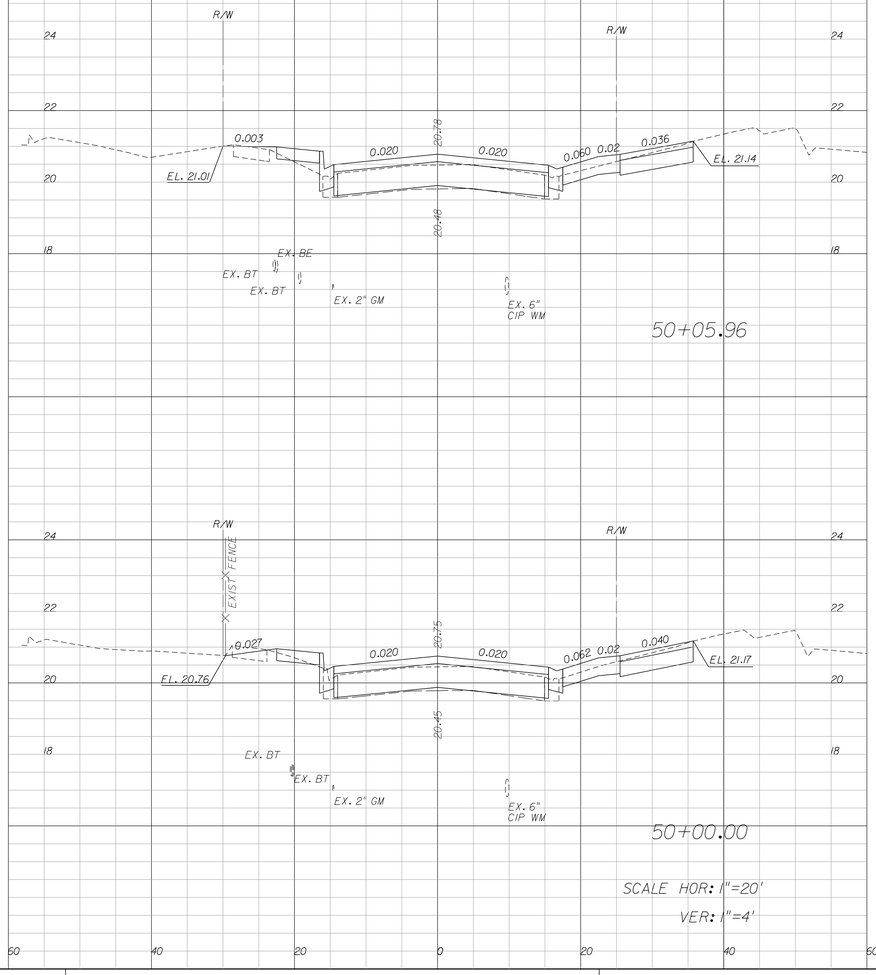


Regular Exc.		Embankment	
A	V	A	V
31.3	39.8	0.0	0.0
44.4	9.0	0.0	0.0



Regular Exc.		Embankment	
A	V	A	V
27.5	6.3	0.9	0.1
29.1	55.7	0.1	0.1

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO. 35

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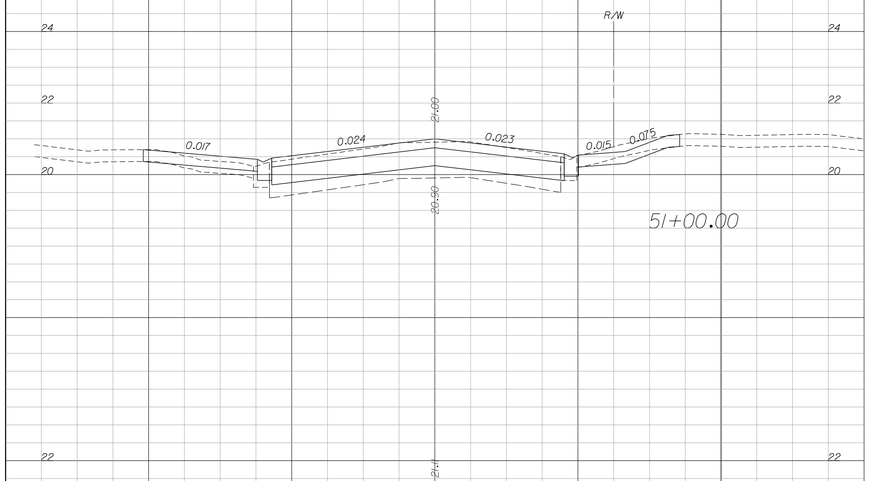
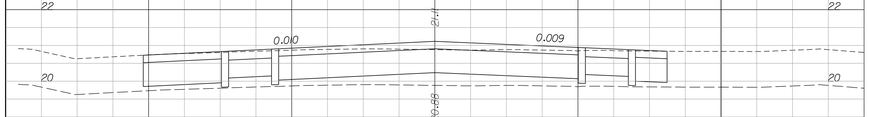
END EARTHWORK
STA. 51+31.81



51+00.00



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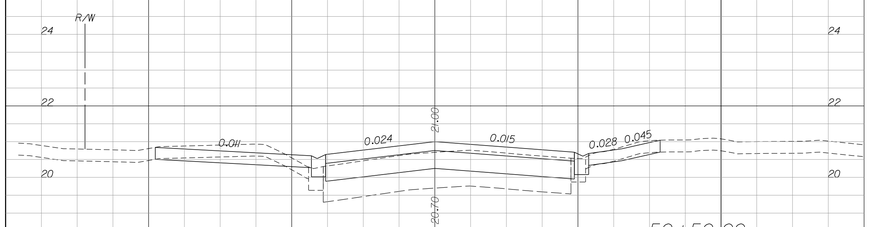
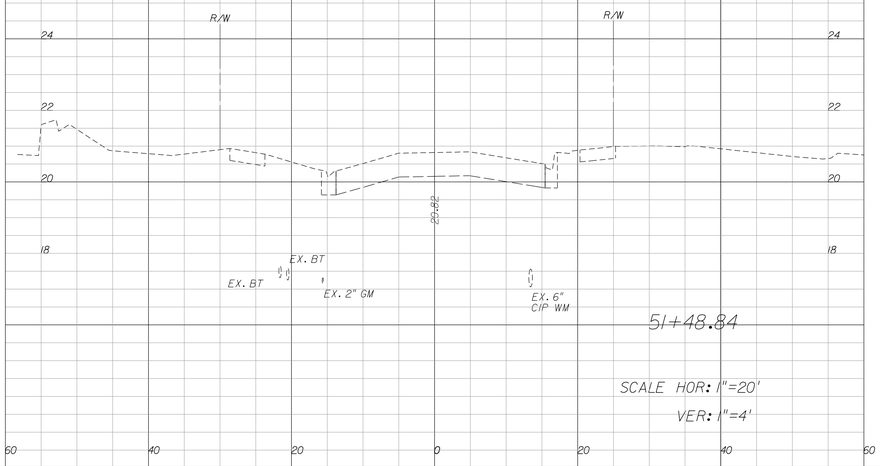


50+50.00

Regular Exc.		Embankment	
A	V	A	V
40.6	47.83	0.0	0.0
40.6	22.4	0.0	3.3
3.8	13.7	6.5	2.7
28.9	46.0	0.0	0.7

EARTHWORK SUMMARY
REGULAR EXCAVATION = 2655 CY
EMBANKMENT = 75 CY



51+48.84

SCALE HOR: 1"=20'
VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V

REVISIONS

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

CROSS SECTIONS

SHEET NO.
36

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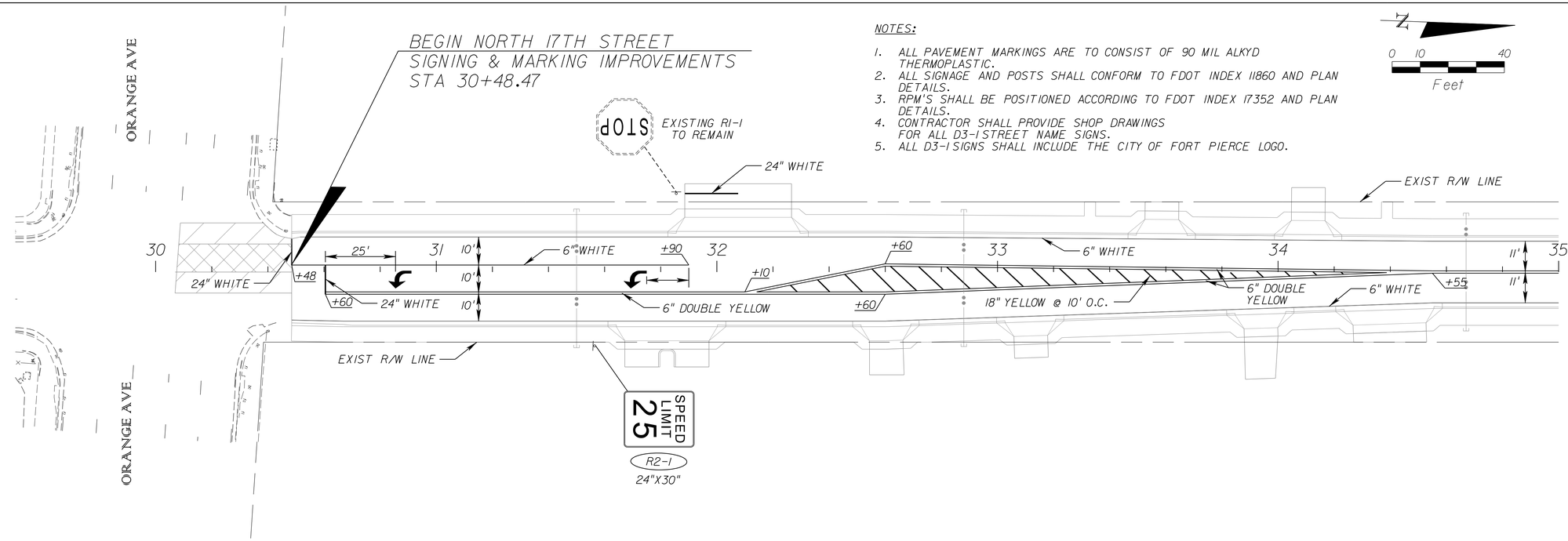

NOTES:

1. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 MIL ALKYD THERMOPLASTIC.
2. ALL SIGNAGE AND POSTS SHALL CONFORM TO FDOT INDEX 11860 AND PLAN DETAILS.
3. RPM'S SHALL BE POSITIONED ACCORDING TO FDOT INDEX 17352 AND PLAN DETAILS.
4. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL D3-1 STREET NAME SIGNS.
5. ALL D3-1 SIGNS SHALL INCLUDE THE CITY OF FORT PIERCE LOGO.

N

0 10 40

Feet

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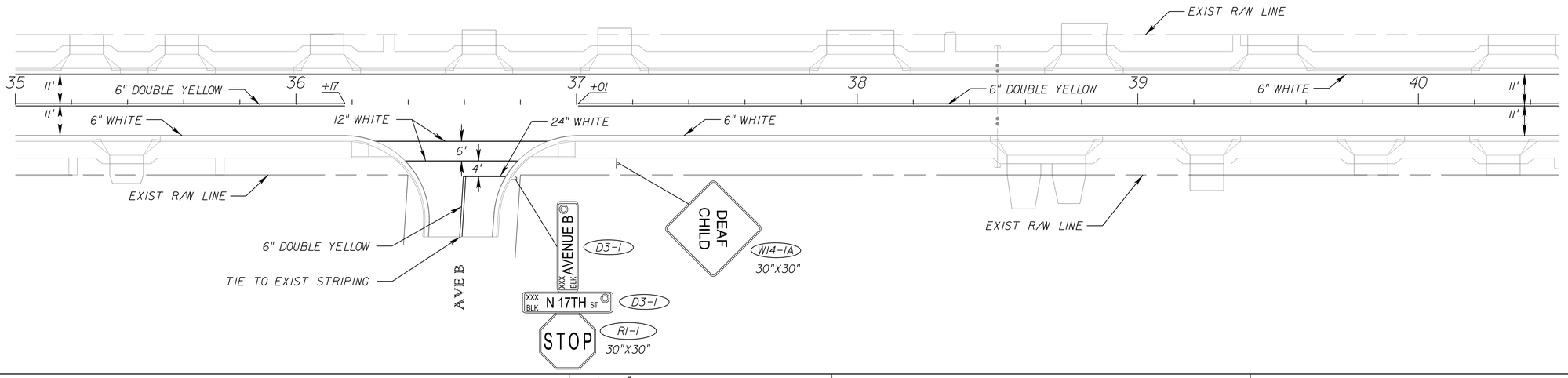

N

0 10 40

Feet

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SIGNING AND MARKING

SHEET NO.
38

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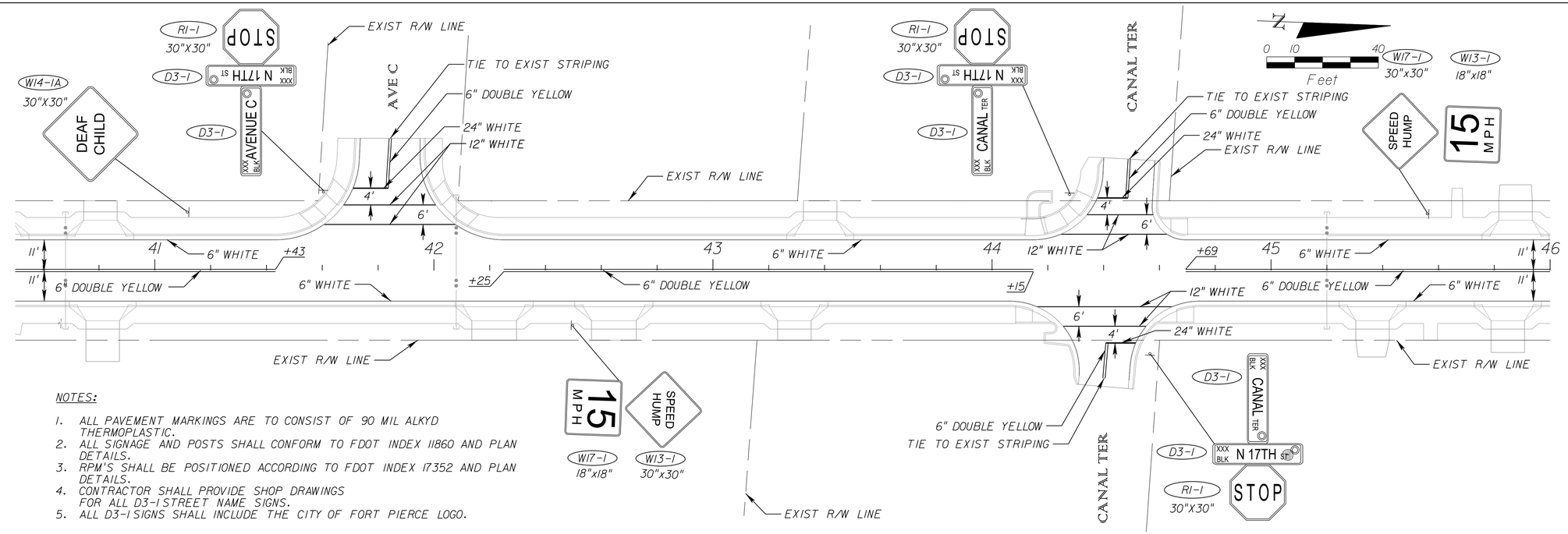

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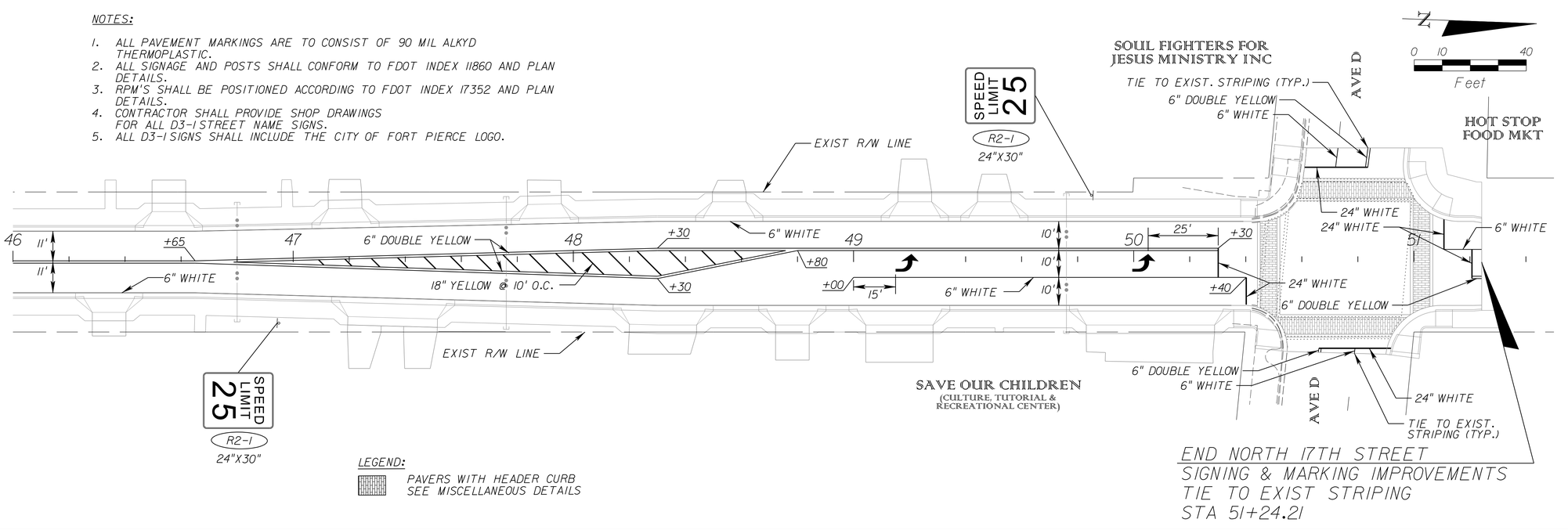
5. ALL D3-1 SIGNS SHALL INCLUDE THE CITY OF FORT PIERCE LOGO.



LEGEND:

PAVERS WITH HEADER CURB
SEE MISCELLANEOUS DETAILS

END NORTH 17TH STREET
SIGNING & MARKING IMPROVEMENTS
TIE TO EXIST STRIPING
STA 51+24.21

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

SIGNING AND MARKING

SHEET NO. 39

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GENERAL EROSION NOTES

A. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS.

D. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR THE CITY.

E. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

F. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

G. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

H. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

I. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

J. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

K. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

L. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

M. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SODDED. THESE AREAS SHALL BE SODDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

N. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

O. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

P. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

Q. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

R. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

S. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

T. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING THE NPDES PERMIT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

2. ALL SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESODDED AS NEEDED.

3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

5. THE TEMPORARY STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE).

6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.

7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL
GENERAL NOTES

SHEET NO.
40

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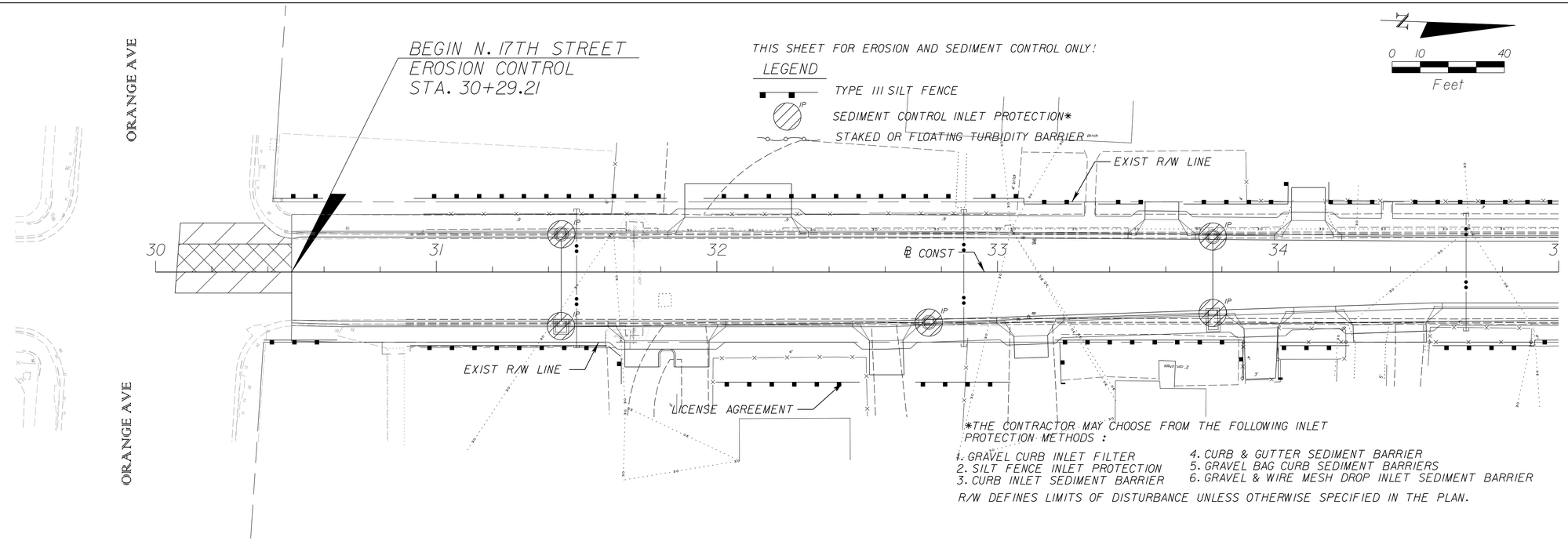

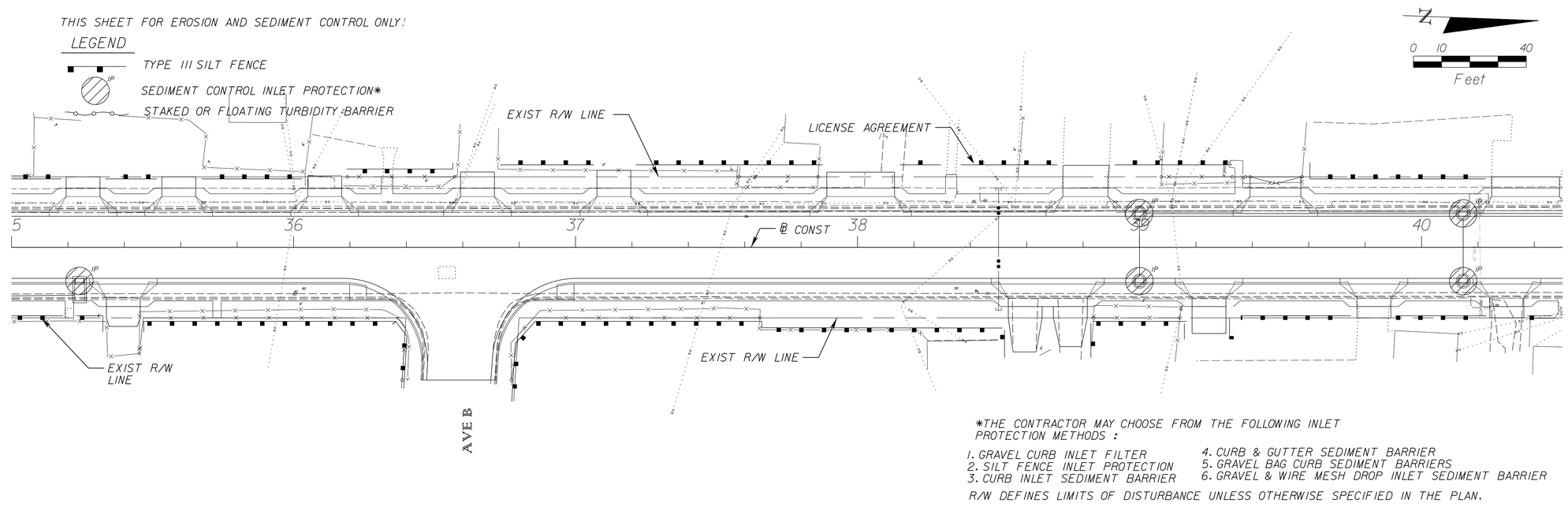

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NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL

SHEET NO. 41

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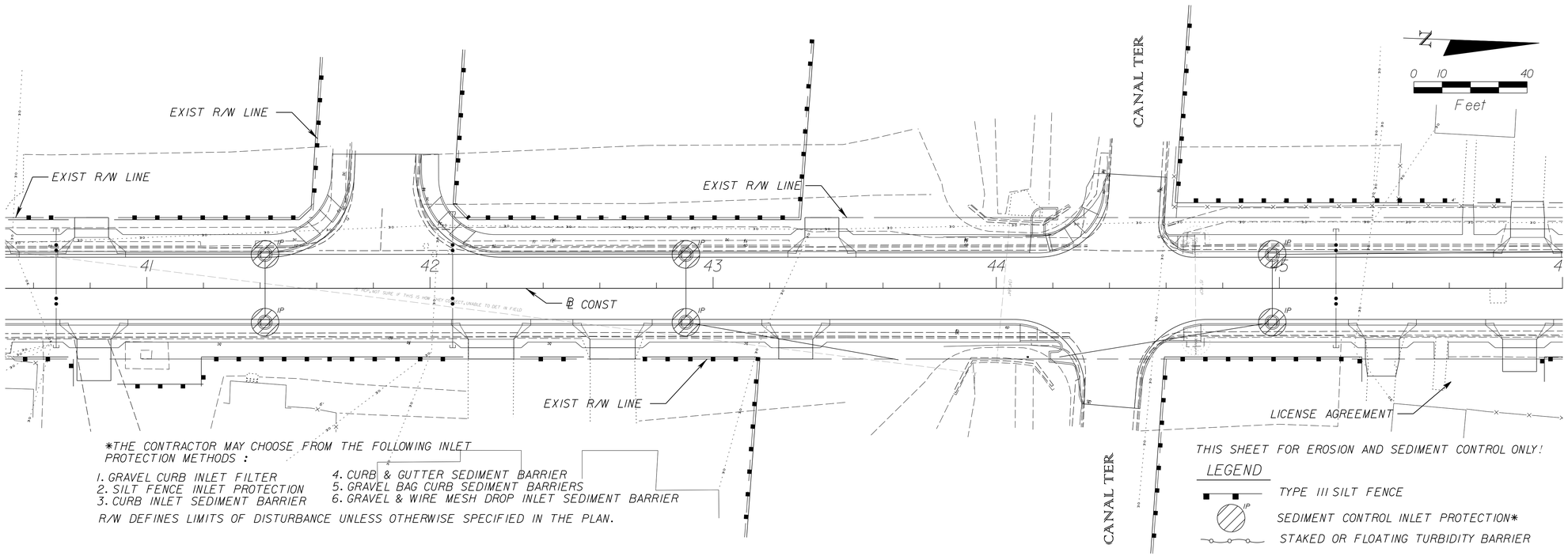

*THE CONTRACTOR MAY CHOOSE FROM THE FOLLOWING INLET PROTECTION METHODS :

1. GRAVEL CURB INLET FILTER
2. SILT FENCE INLET PROTECTION
3. CURB INLET SEDIMENT BARRIER
4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS
6. GRAVEL & WIRE MESH DROP INLET SEDIMENT BARRIER

R/W DEFINES LIMITS OF DISTURBANCE UNLESS OTHERWISE SPECIFIED IN THE PLAN.

THIS SHEET FOR EROSION AND SEDIMENT CONTROL ONLY!

LEGEND

TYPE III SILT FENCE

IP — SEDIMENT CONTROL INLET PROTECTION*

STAKED OR FLOATING TURBIDITY BARRIER

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE/
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NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL

SHEET NO.
42

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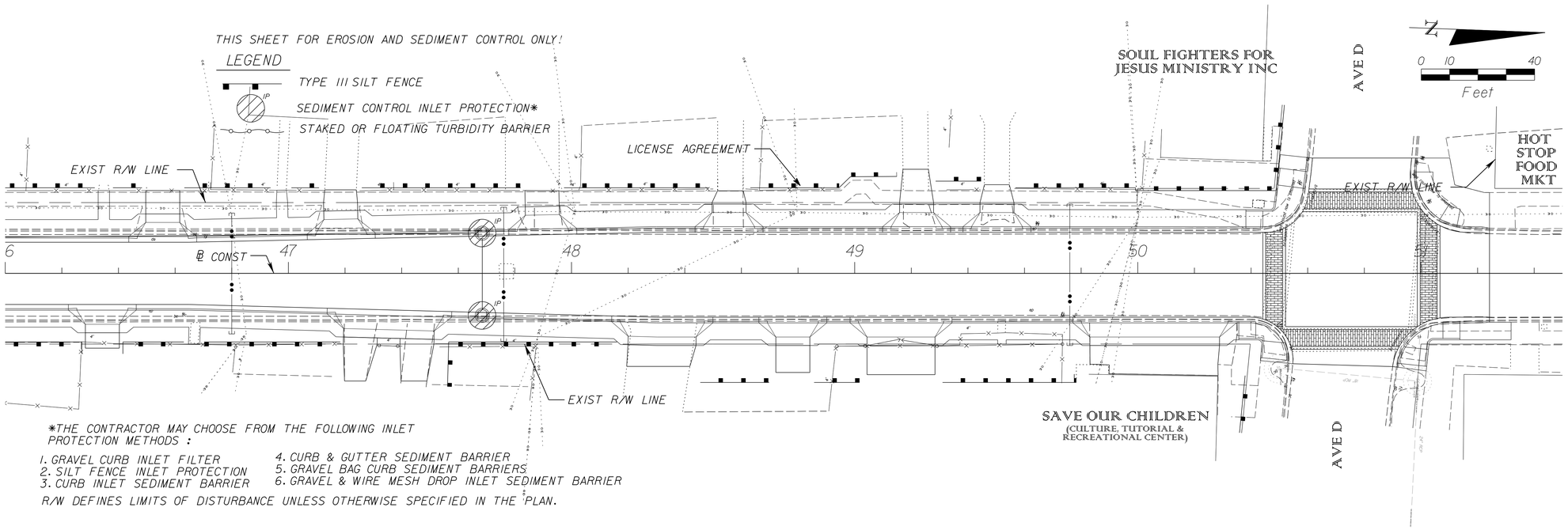
THIS SHEET FOR EROSION AND SEDIMENT CONTROL ONLY!

LEGEND

TYPE III SILT FENCE

SEDIMENT CONTROL INLET PROTECTION*

STAKED OR FLOATING TURBIDITY BARRIER



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CITY OF FORT PIERCE/
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NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

EROSION CONTROL

SHEET NO.
43

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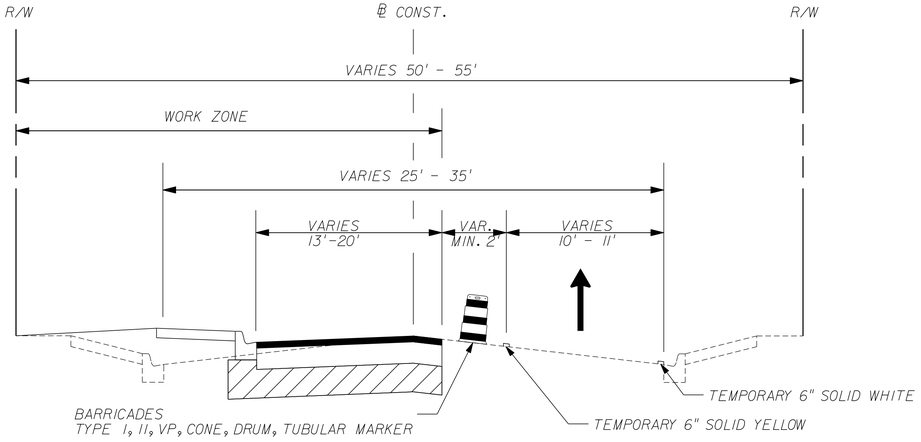
MAINTENANCE OF TRAFFIC GENERAL NOTES:

1. THE FOLLOWING MAINTENANCE OF TRAFFIC DETAILS HAVE BEEN PROVIDED TO GIVE THE CONTRACTOR GENERAL DIRECTION. THE CONTRACTOR SHALL DEVELOP DETAILED TRAFFIC CONTROL PLANS THAT MUST BE APPROVED BY THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. AT NO TIME SHALL THE CONTRACTOR CLOSE THE ROAD TO THROUGH TRAFFIC WITHOUT PRIOR CONSENT FROM THE CITY.
3. THE CONTRACTOR SHALL CONTACT IN WRITING ALL AFFECTED PROPERTY OWNERS 2 WEEKS PRIOR TO CONTRACTOR IMPLEMENTING ONE WAY TRAFFIC PATTERN.
4. CONTRACTOR SHALL MAINTAIN VARIABLE MESSAGE SIGN (VMS) ALERTING COMMUTERS TO ONE WAY TRAFFIC PATTERN. VMS SHALL BE ACTIVE NO LESS THAN 1 WEEK PRIOR TO TRAFFIC PATTERN MODIFICATION.
5. CONTRACTOR MUST MAINTAIN ACCESS TO ALL BUSINESS AND RESIDENCES AT ALL TIME.
6. MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 600 SERIES.
7. PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
8. AT THE END OF EVERYDAY, THE FDOT INDEX 600 SHOULDER TREATMENT MUST BE FOLLOWED.
9. CONTRACTOR SHALL GIVE CONSIDERATION TO PHASE CONSTRUCTION BASED ON PROPOSED FT. PIERCE UTILITY AUTHORITY UTILITY IMPROVEMENTS.

PHASE I DESCRIPTION

- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 600 SERIES.
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS AND SET UP DETOUR.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE I CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- CONSTRUCT CROSS DRAINS AND SIDE DRAINS. MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PIPING, PUMPING OR OTHER METHODS APPROVED BY CEI.
- PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT WIDENING, CURB AND GUTTER, DRIVEWAYS AND TURNOUTS. DO NOT PLACE LAST LIFT OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE I CONSTRUCTION DETAIL
N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

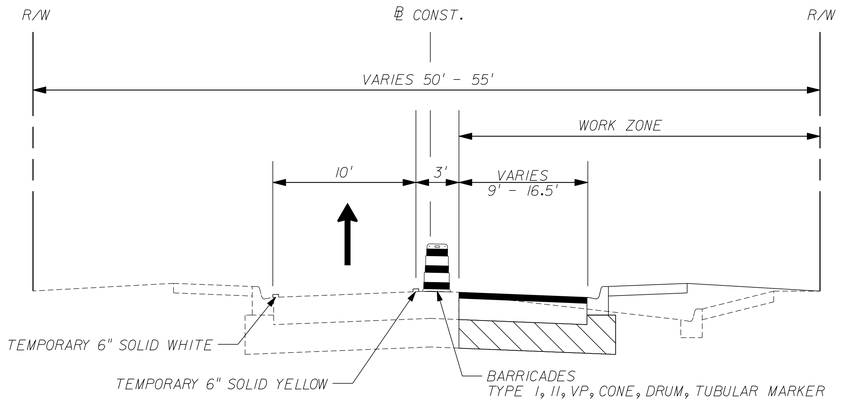
NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

TRAFFIC CONTROL
TYPICAL SECTION

SHEET NO.
44

PHASE II DESCRIPTION

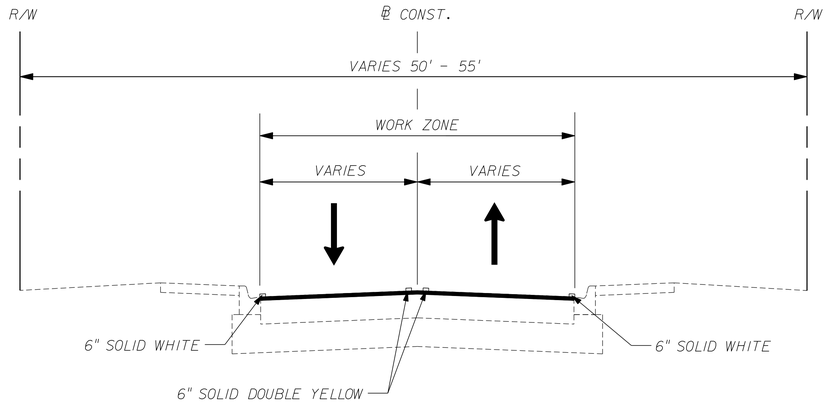
- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 600 SERIES.
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS AND SET UP DETOUR AS REQUIRED OR MODIFIED FROM PHASE I.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE I CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- CONSTRUCT CROSS DRAINS AND SIDE DRAINS. MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PIPING, PUMPING OR OTHER METHODS APPROVED BY CEI.
- PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT WIDENING, CURB AND GUTTER, DRIVEWAYS AND TURNOUTS. DO NOT PLACE LAST LIFT OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE II CONSTRUCTION DETAIL
N.T.S.

PHASE III DESCRIPTION

- PLACE FINAL LIFT OF ASPHALT PER TYPICAL SECTION
- PLACE TEMPORARY STRIPING PER FINAL STRIPING PLAN. ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- AT THE END OF THE ASPHALT CURE PERIOD, PLACE PERMANENT PAVEMENT MARKINGS PER THE FINAL STRIPING PLAN.
- COMPLETE FINAL SIGNING AND PAVEMENT MARKINGS, AND OPEN TRAFFIC LANES.



PHASE III CONSTRUCTION DETAIL
N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE/
FORT PIERCE REDEVELOPMENT AGENCY

NORTH 17TH STREET IMPROVEMENTS
ORANGE AVENUE TO AVENUE D

TRAFFIC CONTROL
TYPICAL SECTION

SHEET NO.
45

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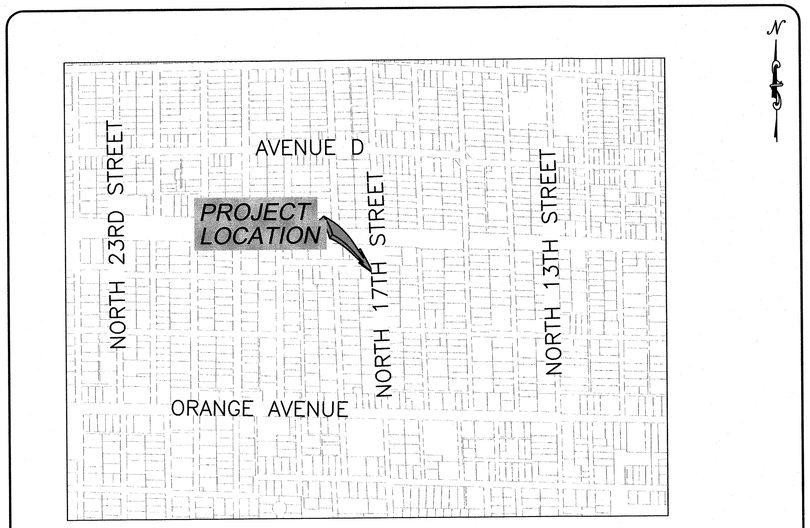
NORTH 17TH STREET

UTILITY REPLACEMENTS

LOCATION MAP



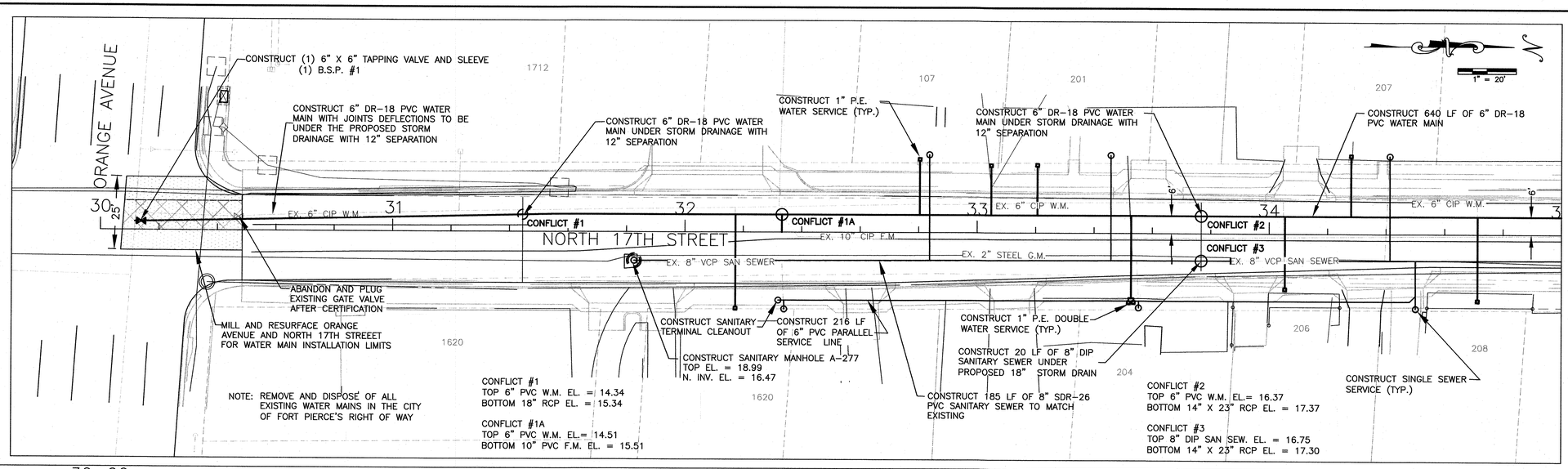
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-5	PLAN
6-8	FPUA DETAILS

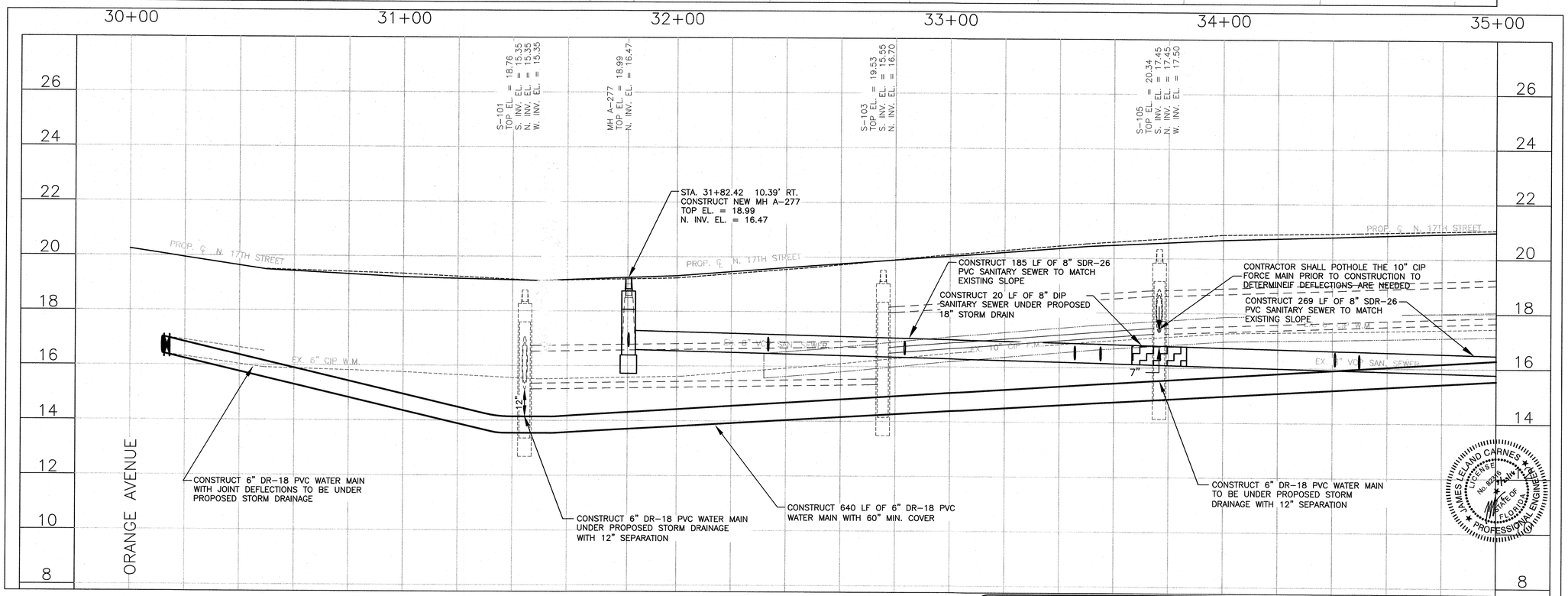
NORTH 17TH STREET UTILITY REPLACEMENTS 9-12-2016

FT. PIERCE UTILITIES AUTHORITY
WATER/WASTEWATER/GAS ENG.
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
772-466-1600

VERTICAL DATUM IS BASED ON NGVD



MATCHLINE STA 35+00 SEE SHEET 3 OF 8



JAMES LELAND CARNES, P.E. LICENSE No. 62316 STATE OF FLORIDA PROFESSIONAL ENGINEER

James Leland Carnes, P.E. PE# 62316
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

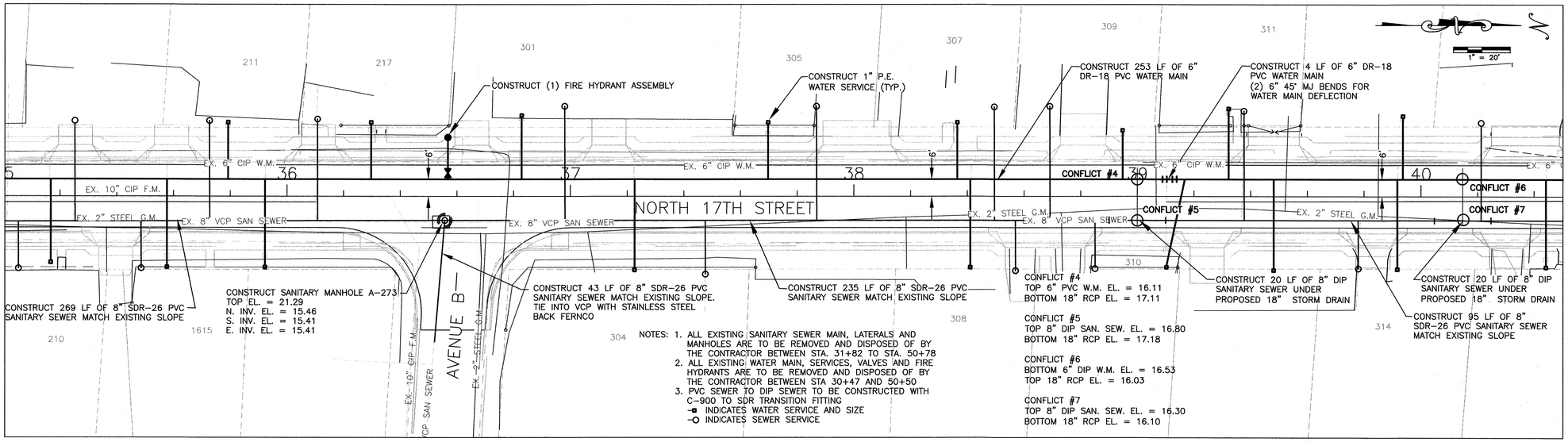
DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

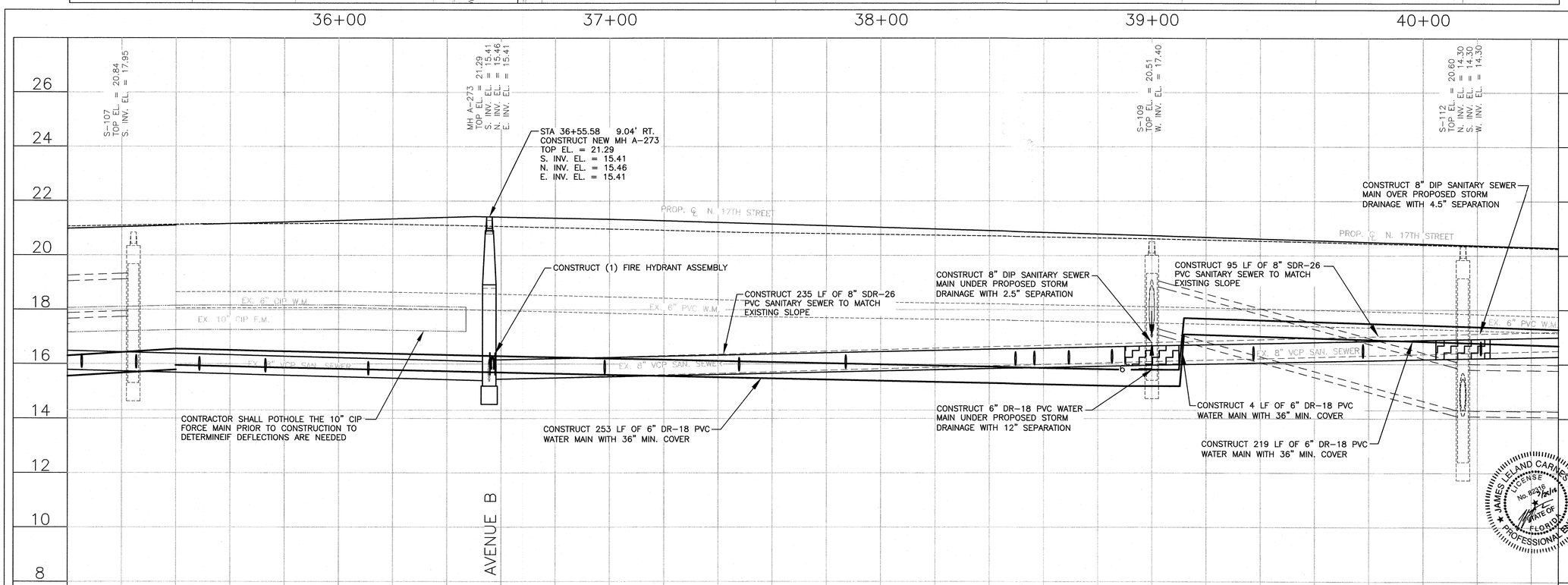
FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 9TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET # 2 OF 8

MATCHLINE STA 35+00 SEE SHEET 2 OF 8



MATCHLINE STA 41+50 SEE SHEET 4 OF 8



FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE

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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS
DRAWN BY: SLL
APPROVED: VAS
DRAWING FILENAME
SCALE: 20'
DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET # 3 OF 8

JAMES LELAND CARNES LICENSE No. 82316 STATE OF FLORIDA PROFESSIONAL ENGINEER

James Leland Carnes, P.E. PE# 82316
1701 S. 37th Street
Fort Pierce, FL 34947

MATCHLINE STA 41+50 SEE SHEET 3 OF 8

MATCHLINE STA 46+00 SEE SHEET 5 OF 8

CONSTRUCT (1) 6" X 6" TEE
(2) 6" GATE VALVES
(50) LF 6" DR-18 PVC WATER MAIN
(2) 45° MJ BENDS
(1) CONCRETE DEADMAN
(1) 6" TIE-IN
(1) B.S.P. #2

CONSTRUCT 219 LF OF 6" DR-18 PVC WATER MAIN

CONSTRUCT 20 LF OF 6" DIP WATER MAIN OVER STORM DRAIN

CONSTRUCT 20 LF OF 6" DIP WATER MAIN WITH 36" MIN. COVER WITH 6" SEPARATION OVER 18" RCP STORM DRAIN

CONSTRUCT 23 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER

CONSTRUCT TIE-IN TO EXISTING 6" GATE VALVE AFTER FDEP CERTIFICATION

CONSTRUCT (2) 6" MJ 45° BENDS
(20) LF OF 6" DR-18 PVC WATER MAIN
(1) B.S.P. #3

CONSTRUCT (1) FIRE HYDRANT ASSEMBLY

CONSTRUCT 23 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER
(1) 6" GATE VALVE

CONSTRUCT TIE-IN TO EXISTING 6" GATE VALVE AFTER FDEP CERTIFICATION

CONSTRUCT 30 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER
(2) 6" MJ 45° BENDS
(1) 6" GATE VALVE
(1) B.S.P. #4

CONSTRUCT (2) 6" MJ 45° BENDS FOR WATER MAIN DEFLECTION

CONSTRUCT 165 LF OF 8" SDR-26 PVC SANITARY SEWER MATCH EXISTING SLOPE

CONSTRUCT 57 LF OF 8" SDR-26 PVC SANITARY SEWER MATCH EXISTING SLOPE. TIE INTO VCP WITH STAINLESS STEEL BACK FERNCO

CONSTRUCT 20 LF OF 8" DIP SANITARY SEWER UNDER PROPOSED 18" STORM DRAIN

CONSTRUCT SANITARY MANHOLE A-274
TOP EL. = 19.69
S. INV. EL. = 16.61
W. INV. EL. = 16.74

CONSTRUCT 32 LF OF 6" DR-18 PVC WATER MAIN WITH 30" MIN. COVER

CONSTRUCT 20 LF OF 6" DIP WATER MAIN WITH 36" MIN. COVER WITH 6" SEPARATION OVER 18" RCP STORM DRAIN

CONSTRUCT SANITARY MANHOLE A-290
TOP EL. = 19.58
N. INV. EL. = 15.58

CONFLICT #8
BOTTOM 6" DIP W.M. EL.= 16.43
TOP 18" RCP EL.= 15.93

CONFLICT #9
BOTTOM 8" DIP SAN. SEW. EL.= 16.69
TOP 18" RCP EL.= 16.00

CONFLICT #10
TOP 6" DIP W.M. EL. = 15.75
BOTTOM 8" SAN. SEW. EL. = 16.75

CONFLICT #11
BOTTOM 8" DIP SAN. SEW. EL. = 16.77
TOP 18" RCP EL. = 15.84

CONFLICT #12
BOTTOM 6" DIP W.M. EL.= 16.33
TOP 18" RCP EL.= 15.83

CONFLICT #13
BOTTOM 6" DIP W.M. EL.= 16.30
TOP 18" RCP EL.= 15.84

CONFLICT #14
BOTTOM 6" DIP W.M. EL. = 16.17
TOP 18" RCP EL. = 15.67

CONFLICT #15

AVENUE C

NORTH 17TH STREET

CANAL TERRACE

EX. 2" STEEL G.M.

EX. 8" VCP SAN SEWER

EX. 6" CIP W.M.

EX. 6" HDPE W.M.

41+00 42+00 43+00 44+00 45+00 46+00

S-114
TOP EL. = 19.79
S. INV. EL. = 14.20
N. INV. EL. = 14.20
E. INV. EL. = 14.20

MH A-274
TOP EL. = 20.26
S. INV. EL. = 16.61
W. INV. EL. = 16.74

S-118
TOP EL. = 19.25
S. INV. EL. = 14.00
E. INV. EL. = 14.00

S-124
TOP EL. = 18.79
N. INV. EL. = 14.25
S. INV. EL. = 14.75
E. INV. EL. = 14.25

MH A-290
TOP EL. = 19.59
N. INV. EL. = 16.29

STA. 41+89.58 8.45' RT.
CONSTRUCT NEW MH A-274
TOP EL. = 19.69
S. INV. EL. = 16.61
W. INV. EL. = 16.74

CONSTRUCT 31 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER

CONSTRUCT 107 LF OF 8" SDR-26 PVC SANITARY SEWER TO MATCH EXISTING SLOPE

CONSTRUCT 38 LF OF 8" SDR-26 PVC SANITARY SEWER TO MATCH EXISTING SLOPE

CONSTRUCT 23 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER

CONSTRUCT (1) FIRE HYDRANT ASSEMBLY

CONSTRUCT 23 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER
(1) 6" GATE VALVE

CONSTRUCT 20 LF OF 6" DIP WATER MAIN WITH 36" MIN. COVER WITH 6" SEPARATION OVER 18" RCP STORM DRAIN

CONSTRUCT 31 LF OF 6" DIP WATER MAIN WITH 36" MIN. COVER

CONSTRUCT 20 LF OF 6" DIP WATER MAIN WITH 36" MIN. COVER OVER 18" RCP STORM DRAIN

CONSTRUCT 8" DIP SANITARY SEWER MAIN OVER PROPOSED STORM DRAINAGE WITH 4.5" SEPARATION

CONSTRUCT (2) 6" MJ 45° BENDS
(20) LF OF 6" DR-18 PVC WATER MAIN
(1) 6" TIE IN
(1) B.S.P. #2

STA. 45+77.64 2.76' RT.
CONSTRUCT NEW MH A-290
TOP EL. = 19.58
N. INV. EL. = 15.58

CONSTRUCT 4 LF OF 6" DR-18 PVC WATER MAIN

CONSTRUCT 30 LF OF 6" DR-18 PVC WATER MAIN WITH 36" MIN. COVER
(4) 6" MJ 45° BENDS
(1) 6" GATE VALVE
(1) TIE INTO EXISTING 6" GATE VALVE
(1) B.S.P. #4

CONSTRUCT 6" DR-18 PVC WATER MAIN UNDER STORM DRAINAGE WITH 12" SEPARATION

CONSTRUCT 291 LF OF 6" DR-18 PVC WATER MAIN

PROP. ℄ N. 17TH STREET

EX. 8" VCP SAN SEWER

EX. 6" PVC W.M.

AVENUE C

26 24 22 20 18 16 14 12 10 8

James Leland Carmes, P.E., PE# 82316
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS
DRAWN BY: SLL
APPROVED: VAS
DRAWING FILENAME
SCALE: 20'
DATE:

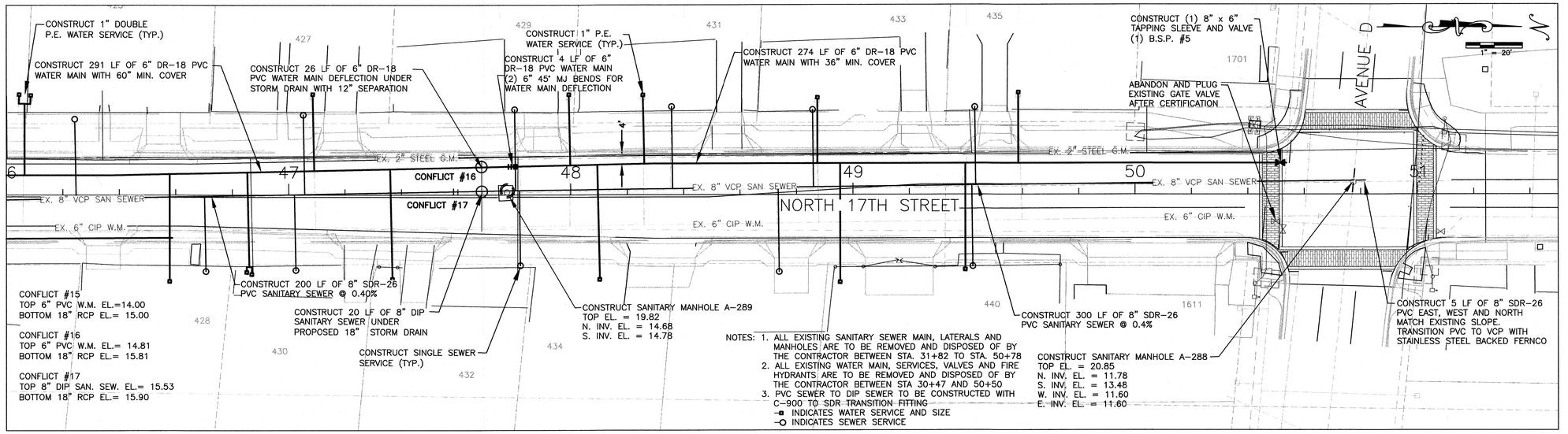
NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA, 34947
(772) 468-1600 / FAX (772) 468-2414

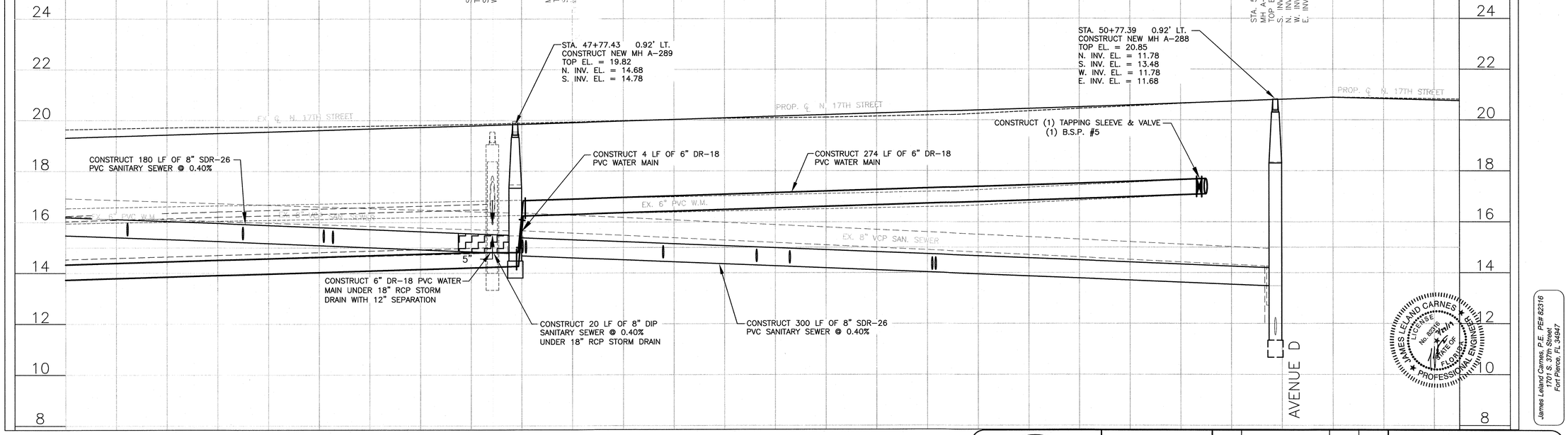
SHEET TYPE: PLAN / PROFILE
SHEET # 4 OF 8

MATCHLINE STA 46+00 SEE SHEET 4 OF 8



NOTES:
1. ALL EXISTING SANITARY SEWER MAIN, LATERALS AND MANHOLES ARE TO BE REMOVED AND DISPOSED OF BY THE CONTRACTOR BETWEEN STA. 31+82 TO STA. 50+78
2. ALL EXISTING WATER MAIN, SERVICES, VALVES AND FIRE HYDRANTS ARE TO BE REMOVED AND DISPOSED OF BY THE CONTRACTOR BETWEEN STA 30+47 AND 50+50
3. PVC SEWER TO DIP SEWER TO BE CONSTRUCTED WITH C-900 TO SDR TRANSITION FITTING

-■ INDICATES WATER SERVICE AND SIZE
-○ INDICATES SEWER SERVICE



FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
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DATE:	REVISION:	BY:	APPD:
10/14/2016	Removed 12" WM Calout	SLL	VAS

DESIGNED: VAS
DRAWN BY: SLL
APPROVED: VAS
DRAWING FILENAME
SCALE: 20'
DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 468-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET # 5 OF 8

JAMES LELAND CARNES LICENSE No. 82316 STATE OF FLORIDA PROFESSIONAL ENGINEER

James Leland Carnes, P.E. PE# 82316
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE. ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEERS.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45% AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR. GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE, WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY /COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND CEMENT LINED AND FACTORY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES. PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SEWAGE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

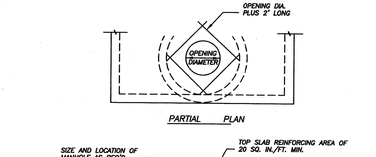
A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

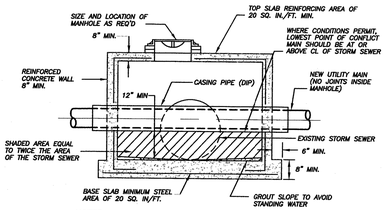
IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.



PARTIAL PLAN



NOTES:

1) CONFLICT MANHOLE WILL BE ALLOWED WHERE DESIGN PROBLEMS AND ECONOMICS PROVE THEM TO BE THE ONLY VIABLE SOLUTION AS APPROVED BY FPUA ENGINEERING.

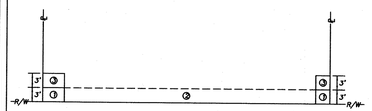
2) CONFLICT MANHOLES WILL NOT BE ALLOWED FOR WATER MAINS CROSSING GRAVITY WASTEWATER SYSTEMS.

3) WHEN NECESSARY FOR EXISTING WATER MAINS, THE CARRIER PIPE SHALL BE SLEEVED IN D.I.P.

CONFLICT MANHOLE
N.T.S.

GENERAL POLICY

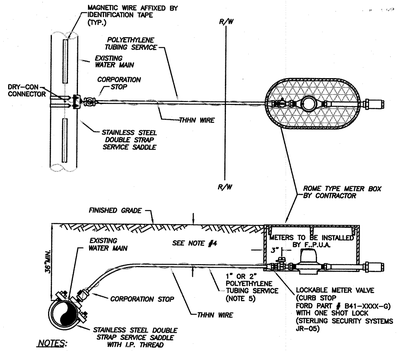
WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY, DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ① SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②, OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

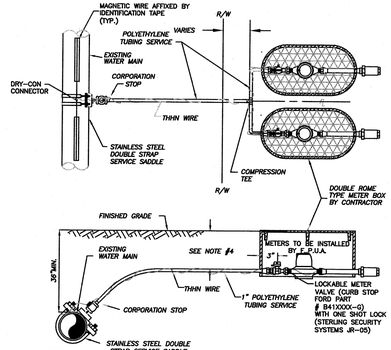
WATER METER PLACEMENT
(N.T.S.)



NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)



NOTES:

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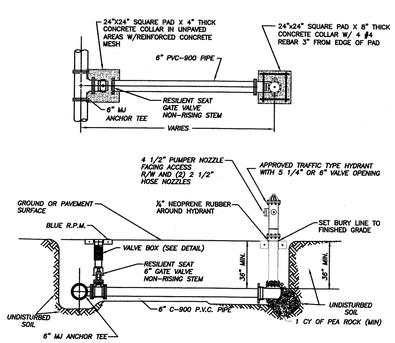
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

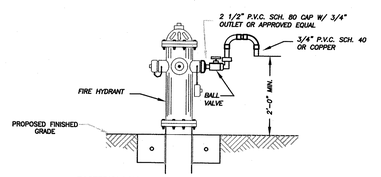
TYPICAL DOUBLE WATER SERVICE CONNECTION
(N.T.S.)



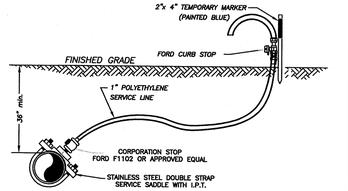
NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: KENNEDY GUARDIAN, MUELLER CENTURION, & AMERICAN AVK, CLOW OR APPROVED EQUAL.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

JAMES LELAND CARNES
LICENSE
No. 62316
STATE OF FLORIDA
PROFESSIONAL ENGINEER
James Leland Carnes, P.E. # 62316
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS
DRAWN BY: SLL
APPROVED: VAS
DRAWING FILENAME:
SCALE: 20'
DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 468-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET # 6 OF 8

GENERAL POLICY

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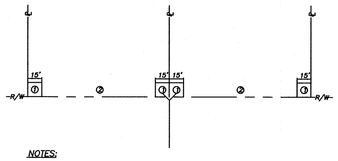
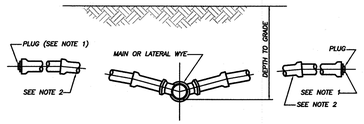


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ① , SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② .
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY 10 FEET.
4. THE WASTEWATER LATERAL SHALL BE LOCATED WITHIN RIGHT-OF-WAY AND TERMINATE AT THE PROPERTY LINE.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WASTEWATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

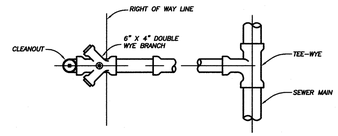
WASTEWATER SERVICE PLACEMENT
(N.T.S.)



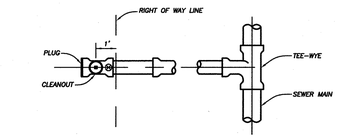
NOTES:

1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)



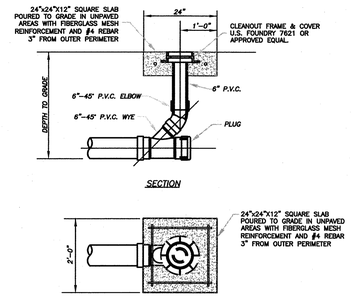
DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE



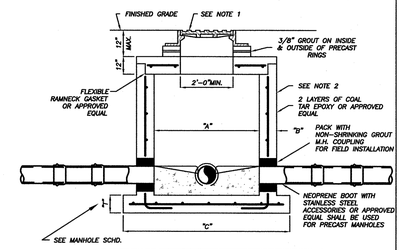
SINGLE SERVICE LATERAL CONNECTION

⊕ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT
BALL BY 3M CORP. OR APPROVED EQUAL
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)



RESIDENTIAL CLEANOUT DETAIL
(N.T.S.)



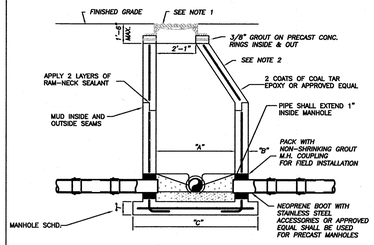
PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	8"
30"-36"	5'-0"	"B"	88"	10"
42"-48"	6'-0"	"B"	100"	12"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)



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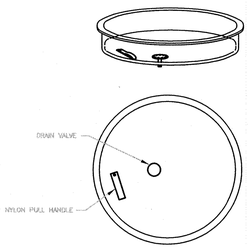
TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

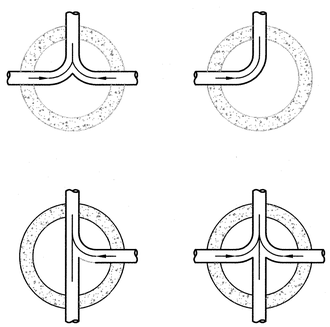
STANDARD MANHOLE
DEPTH 5'-0" AND GREATER
(N.T.S.)



NOTES:

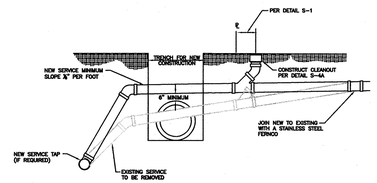
1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)

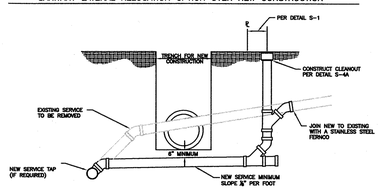


NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.



SANITARY LATERAL RELOCATION OPTION OVER NEW CONSTRUCTION



SANITARY LATERAL RELOCATION OPTION UNDER NEW CONSTRUCTION

NOTES:

1. ALL PIPING SHALL BE SDR-26 WITH SDR-26 FITTINGS.

James Leland Carnes, P.E. PE# 82316
1701 S. 37th Street
Fort Pierce, FL 34947

JAMES LELAND CARNES LICENSE No. 82316 STATE OF FLORIDA PROFESSIONAL ENGINEER

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 ▬▬▬ 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

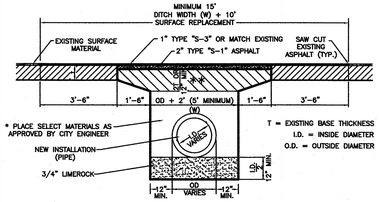
DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

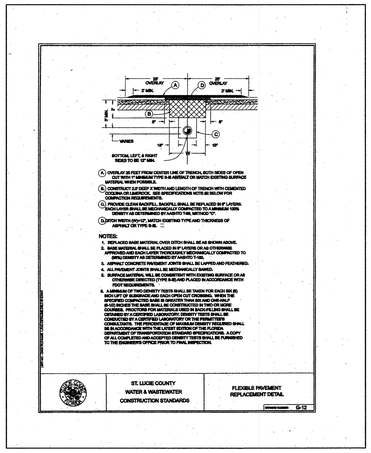
FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

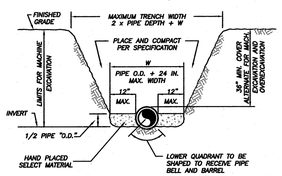
SHEET TYPE: PLAN / PROFILE
SHEET # 7 OF 8



* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-99. UPPERMOST 12" BE COMPACTED TO 98% OF T-99.

** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180



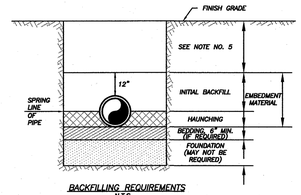


NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.



BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.

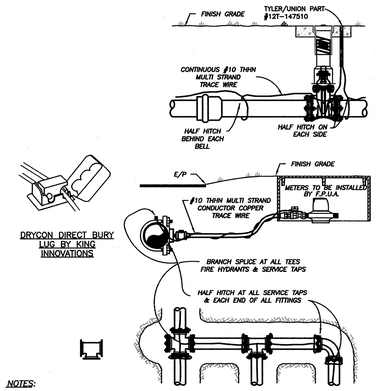
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.

4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.

6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.

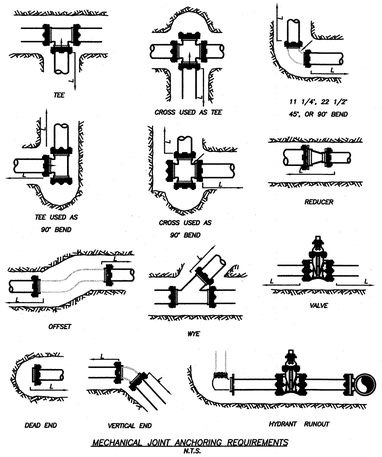
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.



NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

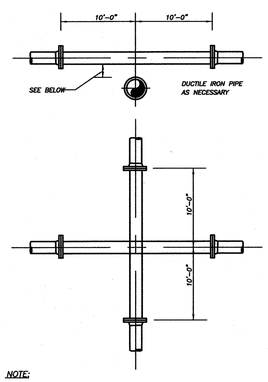
MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.

2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.

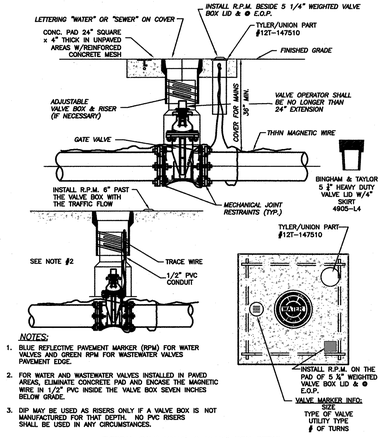
3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.



NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

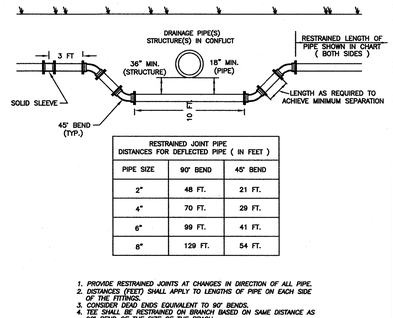
UTILITY CROSSING DETAIL
N.T.S.



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.



RESTRAINED JOINT PIPE
DISTANCES FOR DEFLECTED PIPE (IN FEET)

PIPE SIZE	90° BEND	45° BEND
2"	48 FT.	21 FT.
4"	70 FT.	29 FT.
6"	99 FT.	41 FT.
8"	129 FT.	54 FT.

1. PROVIDE RESTRAINED JOINTS AT CHANGES IN DIRECTION OF ALL PIPE.
2. DISTANCES (FEET) SHALL APPLY TO LENGTHS OF PIPE ON EACH SIDE OF THE FITTINGS.
3. CONSIDER DEAD ENDS EQUIVALENT TO 90° BENDS.
4. TEE SHALL BE RESTRAINED ON BRANCH BASED ON SAME DISTANCE AS 90° BEND OF THE SIZE OF THE BRACH.
5. DETAIL APPLIES TO BOTH HORIZONTAL AND VERTICAL DEFLECTIONS.
6. IF MULTIPLE PIPES/STRUCTURES ARE IN CONFLICT IN CLOSE PROXIMITY, EXTEND 10 FEET TYPICAL PORTION OF CONFLICT DEFLECTION AS NEEDED TO MAINTAIN DEFLECTION SPACING.

PIPE CONFLICT DETAIL

JAMES LELAND CARNEY
LICENSE
No. 82316
STATE OF FLORIDA
PROFESSIONAL ENGINEER
James Leland Carney, P.E. No. 82316
1701 S. 37th Street
Fort Pierce, FL 34947

FORT PIERCE UTILITIES AUTHORITY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:

DESIGNED: VAS	DRAWING FILENAME
DRAWN BY: SLL	SCALE: 20'
APPROVED: VAS	DATE:

NORTH 17TH STREET
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN / PROFILE
SHEET # 8 OF 8

NORTH

ORANGE AVE

ORANGE AVE

N 17TH ST

30+00

31+00

32+00

33+00

34+00

35+00

201 N 17th Street

207 N 17th Street

211 N 17th Street

212 N 17th Street

204 N 17th Street

208 N 17th Street

210 N 17th Street

206 N 17th Street

110 N 17th Street

1620 Orange Ave

NOTE
TIE INTO EXISTING 1/2" GAS SERVICE

CONSTRUCT BORE PIT
ENTRANCE - (1) 2" HDPE GAS MAIN (N)
CONSTRUCT TRENCH
2" HDPE GAS MAIN (E)
MINIMUM 36" COVER
INSTALL
2" PE ELBOW

ABANDON
EXISTING 2" STEEL GAS MAIN IN PLACE
NOTE
ABANDONED LINE TO BE REMOVED BY CITY
CONTRACTOR DURING CONSTRUCTION

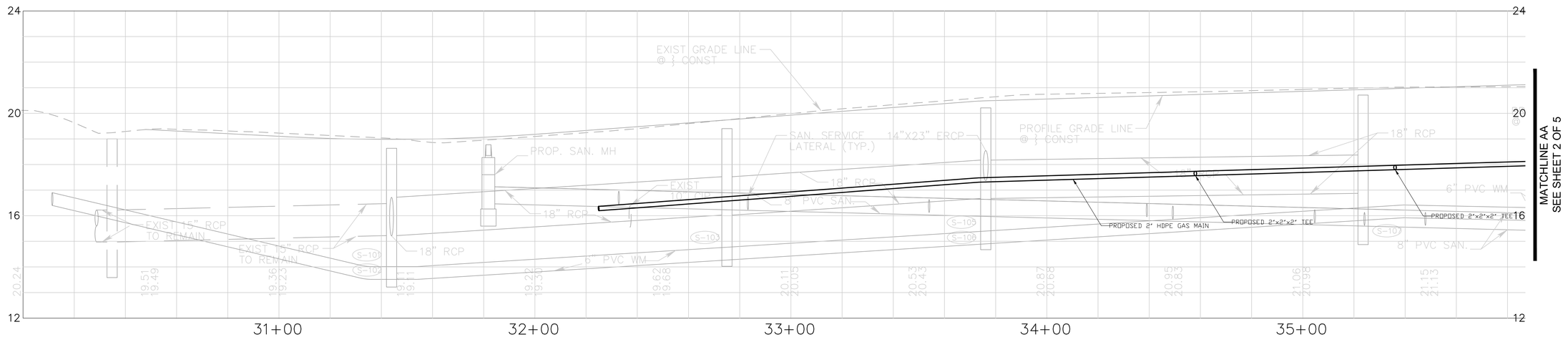
CONSTRUCT TRENCH
1/2" HDPE GAS SERVICE (W)
MINIMUM 36" COVER
SEE SHEET 5 OF 5
INSTALL
2"x2"x2" TEE
SEE SERVICE CONNECTION DETAIL
(SHEET 4 OF 5)

STATION 31+85 TO 36+80
CONSTRUCT DIRECTIONAL BORE
2" HDPE GAS MAIN (460')
MINIMUM 36" COVER
NOTE
GAS MAIN TO BE OFFSET 1' WEST OFF EAST R/W LINE

INSTALL
2"x2"x2" TEE
SEE SERVICE CONNECTION
DETAIL (SHEET 4 OF 5)

MATCHLINE A
SEE SHEET 2 OF 5

MATCHLINE D
SEE SHEET 4 OF 5



MATCHLINE AA
SEE SHEET 2 OF 5

				N. 17TH STREET ROADWAY IMPROVEMENT PROJECT
				N. 17TH STREET (ORANGE AVE TO AVE D)
07-09-2019	INITIAL PLAN	MPC		GAS MAIN ADJUSTMENT
DATE:	DESCRIPTION:	BY:	AP:	

ELECTRIC ENGINEERING
1701 SOUTH 37TH STREET
P.O.Box 3191 (34982)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

VERIFY SCALE BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SCALE	DESIGNED	JOB #
1=40	PJL	20150292-4
SHEET PLAN	DRAWN MPC	SHEET 1 OF 5

K:\2015JOBS\20150292-(Overhead Distribution Line Rebuild)\20150292-4 - Gas\Drawings\20150292-1DES - Gas - - RR Plan.dwg, 7/11/2019 6:54:46 AM, DWG To PDF.pc3

				N. 17TH STREET ROADWAY IMPROVEMENT PROJECT	
				N. 17TH STREET (ORANGE AVE TO AVE D)	
07-09-2019	INITIAL PLAN	MPC		GAS MAIN ADJUSTMENT	
DATE:	DESCRIPTION:	BY	AP		
ELECTRIC ENGINEERING 1701 SOUTH 21TH STREET P.O Box 3191 (34992) FT. PIERCE, FLORIDA 34947 (772) 466-1600 / FAX (772) 461-1938		VERIFY SCALE BAR IS EQUAL TO 1 INCH FOR ORIGINAL DRAWING IF NOT, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY		SCALE: 1=40 SHEET: PLAN	DESIGNED: P.S. DRAWN: MPC
					JOB #: 20150292-4 SHEET 2 OF 5

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NORTH

AVENUE C

CONSTRUCT BORE PIT
EXIT - (1) 2" HDPE GAS MAIN (E)
SEE SHEET 5 OF 5
INSTALL
2" PE ELBOW

INSTALL
2" PE ELBOW
NOTE
TIE IN EXISTING 2" STEEL GAS MAIN ON AVENUE C (W)

ABANDON
EXISTING 2" STEEL GAS MAIN IN PLACE (E)
NOTE
ABANDONED LINE TO BE REMOVED BY CITY CONTRACTOR DURING CONSTRUCTION

INSTALL
2"x2"x2" TEE

CONSTRUCT BORE PIT
ENTRANCE - (1) 2" HDPE GAS MAIN (N)

STATION 42+66 TO 44+50
CONSTRUCT DIRECTIONAL BORE
2" HDPE GAS MAIN (184')
MINIMUM 36" COVER
NOTE
GAS MAIN TO BE OFFSET 1' EAST OFF WEST R/W LINE

CONSTRUCT BORE PIT
EXIT - (1) 2" HDPE GAS MAIN (S)
ENTRANCE - (1) 2" HDPE GAS MAIN (N)
INSTALL
2"x2"x2" TEE
NOTE
TIE INTO EXISTING 2" STEEL GAS MAIN (W)

ABANDON
EXISTING 2" STEEL GAS MAIN IN PLACE
NOTE
ABANDONED LINE TO BE REMOVED BY CITY CONTRACTOR DURING CONSTRUCTION

CONSTRUCT TRENCH
1/2" HDPE GAS SERVICE (E)
MINIMUM 36" COVER
SEE SHEET 5 OF 5
INSTALL
2"x2"x2" TEE
SEE SERVICE CONNECTION DETAIL (SHEET 4 OF 5)

MATCHLINE B
SEE SHEET 2 OF 5

MATCHLINE C
SEE SHEET 4 OF 5

N 17TH ST

42+00 43+00 44+00 45+00 46+00 47+00

1704 Canal Terrace
423 N 17th Street
425 N 17th Street
427 N 17th Street
322 N 17th Street
324 N 17th Street
424 N 17th Street
428 N 17th Street
430 N 17th Street

CONSTRUCT BORE PIT
EXIT - (1) 2" HDPE GAS MAIN (S)
ENTRANCE - (1) 2" HDPE GAS MAIN (W)
SEE SHEET 5 OF 5
INSTALL
2"x2"x2" TEE
SEE SERVICE CONNECTION DETAIL
(SHEET 4 OF 5)

ABANDON
GAS SERVICE IN PLACE
NOTE
ABANDONED LINE TO BE REMOVED BY CITY CONTRACTOR DURING CONSTRUCTION

NOTE
TIE INTO EXISTING 1/2" GAS SERVICE

MATCHLINE BB
SEE SHEET 2 OF 5

MATCHLINE CC
SEE SHEET 4 OF 5

EXIST GRADE LINE
@ ℄ CONST
PROP. SAN. MH
EXIST 2" STEEL
WM SERVICE LATERAL (TYP.)
6" PVC WM
EXIST 6" CIP
PROPOSED 2"x2"x2" TEE
PROPOSED 2" HDPE GAS MAIN
18" RCP
EXIST. 18" RCP
EXIST. 72" RCP
EXIST. 18" RCP
S-120 S-121 S-122
S-117 S-118
EXIST GAS
PROFILE GRADE LINE
@ ℄ CONST
PROP. SAN. MH
8" DIP SAN.
6" PVC WM
S-123 S-124

24 20 16 12 8

42+00 43+00 44+00 45+00 46+00 47+00

FORT PIERCE UTILITIES AUTHORITY

DATE	DESCRIPTION	BY	AP
07-09-2019	INITIAL PLAN	MPC	

ELECTRIC ENGINEERING
1701 SOUTH 31TH STREET
P.O.Box 3191 (34950)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

VERIFY SCALE BAR IS EQUAL TO 1 INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

N. 17TH STREET ROADWAY IMPROVEMENT PROJECT
N. 17TH STREET (ORANGE AVE TO AVE D)
GAS MAIN ADJUSTMENT

SCALE:	DESIGNED:	JOB #:
1=40	PJL	20150292-4
SHEET: PLAN	DRAWN: MPC	SHEET 3 OF 5

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				N. 17TH STREET ROADWAY IMPROVEMENT PROJECT	
				N. 17TH STREET (ORANGE AVE TO AVE D)	
07-09-2019	INITIAL PLAN	MPC		GAS MAIN ADJUSTMENT	
DATE:	DESCRIPTION:	BY	AP		
ELECTRIC ENGINEERING 1701 SOUTH 21TH STREET P.O.Box 3191 (34992) FT. PIERCE, FLORIDA 34947 (772) 466-1600 / FAX (772) 461-1938	VERIFY SCALE BAR IS EQUAL TO 1 INCH FOR ORIGINAL DRAWING IF NOT, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY	SCALE: 1=40 SHEET: PLAN	DESIGNED: P.S. DRAWN: MPC	JOB #: 20150292-4 SHEET 4 OF 5	

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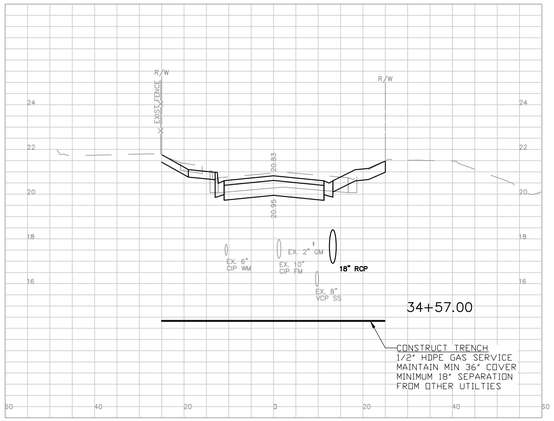

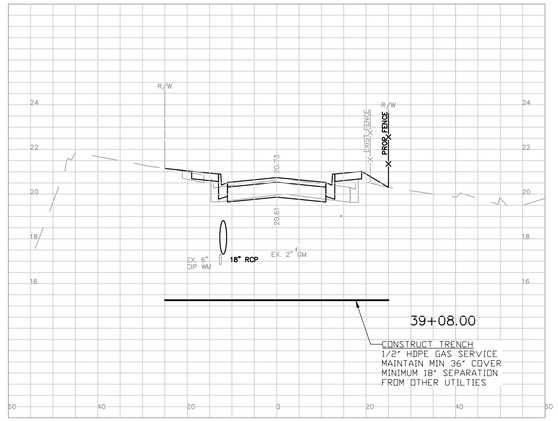

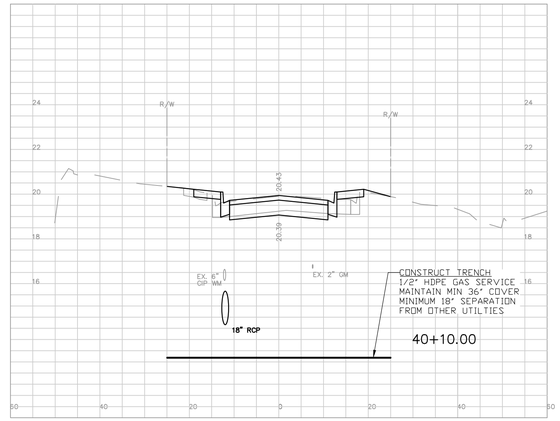

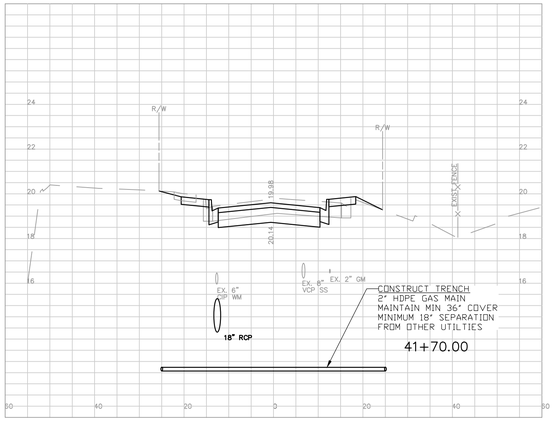

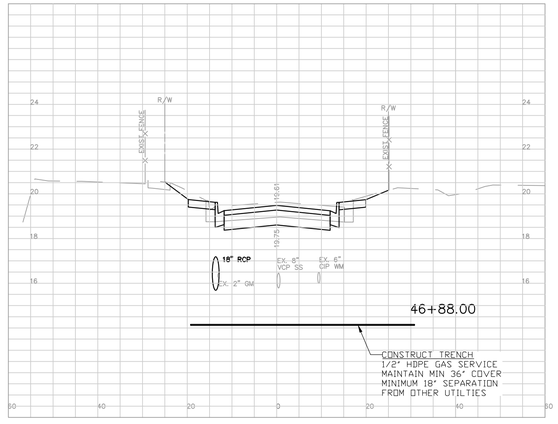

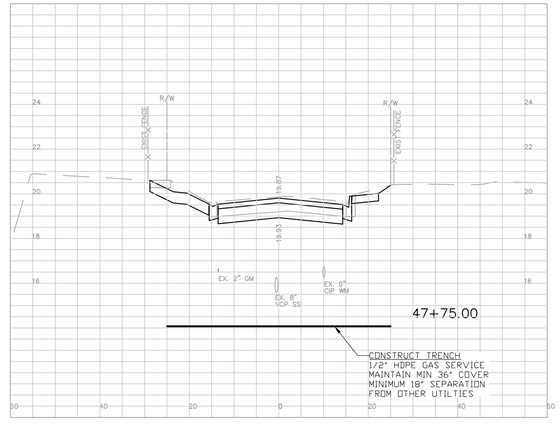

PLEASE NOTE
CROSSINGS TO BE INSTALLED BY FPUA GAS OPERATIONS DURING ROAD CLOSURE FOR CONSTRUCTION.

FORT PIERCE UTILITIES AUTHORITY

DATE:	DESCRIPTION:	BY	AP
07-09-2019	INITIAL PLAN	MPC	

ELECTRIC ENGINEERING
1101 SOUTH 37TH STREET
P.O. BOX 3005
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

N. 17TH STREET ROADWAY IMPROVEMENT PROJECT
N. 17TH STREET (ORANGE AVE. TO AVE D)
GAS MAIN ADJUSTMENT

VERIFY SCALE BAR IS EQUAL TO ONE-INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SCALE:	DESIGNED:	JOB #:
1=40	PJL	20150292-4
SHEET:	DRAWN:	SHEET
PLAN	MPC	5 OF 5

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MATCHLINE A

MATCHLINE B

REMOVAL 6
FPI#21262
40/5
VA-1
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL 5
FPI#21261
40/5
(3) #4 CU OH
VA-1
existing (rearrangement)
1/0 TPX AL OH

REMOVAL 4
FPI#21260
40/5
(3) #4 CU OH
VA-1
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL 3
FPI#21259
40/5
G1-CV1
(3) #4 CU OH
VA-1
25 KVA 120/240 B
existing (rearrangement)
1/0 TPX AL OH

REMOVAL
(50 ') # 2 TPX AL OH

29 REMOVAL
FPI#21258
30/5
2 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL
(38 ') # 2 TPX AL OH

30 REMOVAL
FPI#21257
35/5
2 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH

EXISTING 2
SEC-HH 13"x24"

REMOVAL
(39 ') # 2 TPX AL OH

REMOVAL
FPI#21256
40/5
G1-CV1
VA-1
25 KVA 120/240 B
2" Riser-No Boot
(55 ')4\0 TPX AL UG (Loc2 To Loc2)

31 REMOVAL
FPI#21254
30/5
2 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH

existing (rearrangement) 1
2 TPX AL OH

REMOVAL
10" Anc ()
FPI#21251
40/2
VA-5
E3 (16 ' LD)
2" Riser-No Boot

REMOVAL
(67 ') 1/0 TPX AL OH

32 REMOVAL
FPI#21252
35/5
1/0 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH

REMOVAL 15
FPI#
35/5
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL
(58 ') 1/0 TPX AL OH

23 REMOVAL
FPI#
30/5
1/0 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH

REMOVAL 14
FPI#
30/5

35/5
15728
CANAL TER

35/5
15729
CANAL TER

REMOVAL 13
FPI#21272
40/5
G1-CV5
1P #6 CU & #6 CU N
10" Anc ()
VA-5
E3 (16 ' LD)
15 KVA 120/240 B

REMOVAL
(47 ') 1/0 TPX AL OH

REMOVAL 11
FPI#21274
40/5
1/0 TPX AL OH
VA-1
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

24 REMOVAL
FPI#21271
35/4
1/0 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH

REMOVAL 10
FPI#21273
40/5
10" Anc ()
VA-1
VA-5
E3 (16 ' LD)

AVENUE C

25 REMOVAL
FPI#21270
30/5
10" Anc ()
2 TPX AL OH
E2 (38.6 ' LD)
E3 (12 ' LD)
existing (rearrangement)
1/0 TPX AL OH
.1/0 TPX AL OH

REMOVAL
(40 ') # 2 TPX AL OH

26 REMOVAL
FPI#21268
40/5
2 TPX AL OH
existing (rearrangement)
.1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL 9
FPI#21269
40/5
(3) #4 CU OH
VA-1
existing (rearrangement)
1/0 TPX AL OH

REMOVAL
(37 ') # 2 TPX AL OH

27 REMOVAL
FPI#21267
30/5
2 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH

REMOVAL 8
FPI#21266
40/5
G1-CV1
(3) #4 CU OH
VA-1
15 KVA 120/240 B
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL
(38 ') # 2 TPX AL OH

N 17TH ST

REMOVAL 7
FPI#21264
40/5
1/0 TPX AL OH
(3) #4 CU OH
VA-1

REMOVAL
(63 ') # 2 TPX AL OH

28 REMOVAL
FPI#21263
35/5
2 TPX AL OH
2 TPX AL OH

REMOVAL 20
1P #6 CU & #6 CU N

AVENUE I

REMOVAL 19
FPI#15847
40/5
G1-CV1
1P #6 CU & #6 CU N
VA-1
25 KVA 120/240 B
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL 18
FPI#15848
40/5
10" Anc ()
VA-1
E1 (12 ' LD)
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

30/5
15743

21 REMOVAL
FPI#
30/5
1/0 TPX AL OH

30/5
15742

REMOVAL 17
FPI#15849
40/5
VA-1

REMOVAL
(44 ') 1/0 TPX AL OH

N 17TH ST

22 REMOVAL
1/0 TPX AL OH
existing (rearrangement)
1/0 TPX AL OH
1/0 TPX AL OH

REMOVAL
(40 ') 1/0 TPX AL OH

REMOVAL 16
FPI#
40/5
G1-CV5
(3) #6 CU OH
VA-5
50 KVA 120/240 B

ORANGE AVE

MATCHLINE A

MATCHLINE B

NORTH

REMOVE
21256

* 25KVA – BØ * WMR.DT
@ 02 TRANSFORMER DATA
F.P.U.A. #
FACILITY POINT ID:
SERIAL #
MANUFACTURER
IMPEDANCE

REMOVE
21259

* 25KVA – BØ * WMR.DT
@ 03 TRANSFORMER DATA
F.P.U.A. #
FACILITY POINT ID:
SERIAL #
MANUFACTURER
IMPEDANCE

REMOVE
21266

* 25KVA – BØ * WMR.DT
@ 08 TRANSFORMER DATA
F.P.U.A. #
FACILITY POINT ID:
SERIAL #
MANUFACTURER
IMPEDANCE

REMOVE
21272

* 15KVA – BØ * WMR.DT
@ 13 TRANSFORMER DATA
F.P.U.A. #
FACILITY POINT ID:
SERIAL #
MANUFACTURER
IMPEDANCE

REMOVE
15725

* 50KVA – BØ * WMR.DT
@ 16 TRANSFORMER DATA
F.P.U.A. #
FACILITY POINT ID:
SERIAL #
MANUFACTURER
IMPEDANCE

REMOVE
15847

* 25KVA – BØ * WMR.DT
@ 19 TRANSFORMER DATA
F.P.U.A. #
FACILITY POINT ID:
SERIAL #
MANUFACTURER
IMPEDANCE

NOTE:

CITY STREET LIGHTS
REMOVE – LED78 – 10
LOC 2, 3, 5, 7, 9, 10, 11, 14, 16 & 18

JOINT USE

POLE'S TO BE REMOVE BY FPUA – 17

POLE'S TO BE REMOVE BY AT&T – 11

AT&T TO REMOVE ATTACHMENT ON ALL FPUA POLE'S

COMCAST TO REMOVE ATTACHMENT ON ALL FPUA POLE'S

FORT PIERCE UTILITIES AUTHORITY

DATE	DESCRIPTION	BY	AP
07-09-2019	INITIAL PLAN	PJL	
DATE:	DESCRIPTION:	BY:	AP:

ELECTRIC & GAS ENGINEERING
100 SOUTH 25TH STREET
P.O Box 3191 (34982)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

N. 17TH STREET ROADWAY IMPROVEMENT PROJECT
N. 17TH STREET (ORANGE AVENUE TO AVENUE D)
OVERHEAD ELECTRIC FACILITIES REMOVAL

VERIFY SCALE BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SCALE:	DESIGNED:	JOB #:
1=40	PJL	20150292-2
SHEET:	DRAWN:	SHEET
Plan	PJL	1 OF 1

K:\2015\OBS\20150292-(Overhead Distribution Line Rebuild)\20150292-1 - Electric - UG\Drawings\20150292-2DES - Electric - RR Plan.dwg, 7/11/2019 9:15:13 AM, DWG To PDF.pc3

MATCHLINE A

NEW (36 ') 2" Schedule 40 PVC (36 ') Trench 12" W by 24" D

NEW 8 (108 ')4/0 TPX AL UG (Loc8 To Loc7) (36 ')1/0 TPX AL UG (Loc8 To 305 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (109 ') 4" Schedule 40 PVC (109 ') Trench 12" W by 24" D

NEW (44 ') 2" Schedule 40 PVC (44 ') Trench 12" W by 24" D

NEW (1110 ') 2" Schedule 40 PVC (1110 ') Trench 12" W by 24" D

NEW (63 ') 2" Schedule 40 PVC (63 ') Trench 12" W by 24" D

34 NEW SEC-HH 13"x24" (85 ')4/0 TPX AL UG (Loc33 To Loc34) (63 ')1/0 TPX AL UG (Loc34 To 306 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

AVENUE B

NEW 7 UT-1 FPI#32652 50KVA 240/120 B (2) 1/0 15KV Elbow (3) 1/0 AL Termination (6) 4/0 AL Termination (56 ')4/0 TPX AL UG (Loc6 To Loc7) (43 ')1/0 TPX AL UG (Loc7 To 301 N. 17th Street)

NEW (57 ') Trench 12" W by 24" D

NEW (56 ') 2" Schedule 40 PVC (56 ') Trench 12" W by 24" D

NEW (76 ') 2" Schedule 40 PVC (76 ') Trench 12" W by 24" D

NEW (27 ') 2" Schedule 40 PVC (27 ') Trench 12" W by 24" D

35 NEW SEC-HH 13"x24" (27 ')1/0 TPX AL UG (Loc35 To 212 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW 6 (56 ')1/0 TPX AL UG (Loc6 To 217 N. 17th Street) (75 ')1/0 TPX AL UG (Loc6 To 211 N. 17th Street) (6) 1/0 AL Termination (3) 4/0 AL Termination

NEW (104 ') 4" Schedule 40 PVC (104 ') Trench 12" W by 24" D

NEW (145 ') 2-2" Schedule 40 PVC (145 ') Trench 12" W by 36" D

NEW (61 ') (61 ') Trench 12" W by 36" D

NEW (69 ') 2" Schedule 40 PVC (69 ') Trench 12" W by 24" D

NEW (80 ') 2" Schedule 40 PVC (80 ') Trench 12" W by 24" D

NEW 5 UT-1 FPI#32651 50KVA 240/120 B (2) 1/0 15KV Elbow (3) 1/0 AL Termination (3) 4/0 AL Termination (198 ')1P 1/0 15KV URD (Loc3 To Loc5) (145 ')1P 1/0 15KV URD (Loc5 To Loc7) (82 ')1/0 TPX AL UG (Loc5 To 207 N. 17th Street)

NEW (83 ') 2" Schedule 40 PVC (83 ') Trench 12" W by 24" D

NEW (70 ') (70 ') Trench 12" W by 24" D

36 NEW SEC-HH 13"x24" (60 ')4/0 TPX AL UG (Loc5 To Loc36) (104 ')4/0 TPX AL UG (Loc36 To Loc35) (69 ')1/0 TPX AL UG (Loc36 To 210 N. 17th Street) (80 ')1/0 TPX AL UG (Loc36 To 208 N. 17th Street) (6) 1/0 AL Termination (9) 4/0 AL Termination

NEW (22 ') 2" Schedule 40 PVC (22 ') Trench 12" W by 24" D

EXISTING 4 (39 ')4/0 TPX AL UG (Loc4 To 201 N. 17th Street) NEW (5 ')4/0 TPX AL UG (Loc4 To Loc3) (3) 4/0 AL Termination

NEW (198 ') 2-2" Schedule 40 PVC (198 ') Trench 12" W by 36" D

3/54 21255

37 NEW SEC-HH 13"x24" (70 ')4/0 TPX AL UG (Loc36 To Loc37) (22 ')1/0 TPX AL UG (Loc37 To 206 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (55 ') 4" Schedule 40 PVC (55 ') Trench 12" W by 24" D

3/54 21254

NEW 3 (3) 4/0 AL Termination

NEW (153 ') 4" Schedule 40 PVC (153 ') Trench 12" W by 24" D

FPI#32650 50KVA 240/120 B (2) 1/0 15KV Elbow (9) 4/0 AL Termination (180 ')1P 1/0 15KV URD (Loc1 To Loc3) (152 ')4/0 TPX AL UG (Loc2 To Loc3)

NEW (62 ') (62 ') Trench 12" W by 36" D

58 NEW SEC-HH 13"x24" (61 ')4/0 TPX AL UG (Loc3 To Loc38) (55 ')4/0 TPX AL UG (Loc38 To FPI 21254) (6) 4/0 AL Termination

NEW (181 ') 2-2" Schedule 40 PVC (181 ') Trench 12" W by 36" D

NEW 2 (3) 4/0 AL Termination

EXISTING 1 3 Phase Pad UT-3 FPI#11145 75KVA 208/120 NEW (1) 1/0 15KV Elbow

NEW (88 ') 2" Schedule 40 PVC (88 ') Trench 12" W by 24" D

75 KVA 11145

39 NEW SEC-HH 13"x24" (59 ')1/0 TPX AL UG (Loc39 To 1620 Orange Avenue) (88 ')1/0 TPX AL UG (Loc39 To 110 N. 17th Street) (6) 1/0 AL Termination

NEW (49 ') 4" Schedule 40 PVC (49 ') Trench 12" W by 36" D

NEW (59 ') 2" Schedule 40 PVC (59 ') Trench 12" W by 24" D

N 17TH ST

ORANGE AVE

ORANGE AVE

MATCHLINE B - SEE SHEET 2

NEW (103 ') 2" Schedule 40 PVC (103 ') Trench 12" W by 24" D

NEW (21 ') 2" Schedule 40 PVC (21 ') Trench 12" W by 24" D

NEW (65 ') (65 ') Trench 12" W by 36" D

27 NEW SEC-HH 13"x24" (64 ')4/0 TPX AL UG (Loc18 To Loc27) (21 ')1/0 TPX AL UG (Loc27 To 424 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (72 ') 2" Schedule 40 PVC (72 ') Trench 12" W by 24" D

CANAL TER

35/5 15728

35/5 15729

CANAL TER

NEW 17 FPI# 35 III SL SL-HH (2 ')#2 TPX AL UG (Loc17 To Loc18) (6) #2 AL Termination TRANSFER #6 DPX AL OH #6 DPX AL OH

NEW (57 ') 2" Schedule 40 PVC (57 ') Trench 12" W by 24" D

15 NEW 10" Anc () (141 ')1P 1/0 15KV URD (Loc14 To Loc15) VA-5 E3 (20 ' LD) E1 (20 ' LD) UR-1Y1C 2" Riser (1) 1/0 15KV Pothead Termination EXISTING FPI#21275 40/3 REMOVAL VA-1

14 NEW UT-1 FPI#32656 50KVA 240/120 B (2) 1/0 15KV Elbow (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (99 ') 2" Schedule 40 PVC (99 ') Trench 12" W by 24" D

NEW (128 ') (128 ') Trench 12" W by 24" D

NEW (240 ') 2-2" Schedule 40 PVC (240 ') Trench 12" W by 36" D

28 NEW SEC-HH 13"x24" (57 ')1/0 TPX AL UG (Loc28 To 324 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (146 ') 4" Schedule 40 PVC (146 ') Trench 12" W by 24" D

NEW (106 ') 4" Schedule 40 PVC (106 ') Trench 12" W by 36" D

NEW UT-1 13 FPI#32655 50KVA 240/120 B (2) 1/0 15KV Elbow (3) 4/0 AL Termination

NEW (91 ') 2-2" Schedule 40 PVC (91 ') Trench 12" W by 36" D

40/3 21275

AVENUE C

NEW (52 ') 2" Schedule 40 PVC (52 ') Trench 12" W by 24" D

NEW (58 ') 2" Schedule 40 PVC (58 ') Trench 12" W by 24" D

16 NEW SEC-HH 13"x24" (127 ')4/0 TPX AL UG (Loc14 To Loc16) (72 ')1/0 TPX AL UG (Loc16 To 315 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (72 ') 2" Schedule 40 PVC (72 ') Trench 12" W by 24" D

NEW (171 ') 2-2" Schedule 40 PVC (171 ') Trench 12" W by 36" D

29 NEW SEC-HH 13"x24" (146 ')4/0 TPX AL UG (Loc29 To Loc28) (104 ')4/0 TPX AL UG (Loc13 To Loc29) (52 ')1/0 TPX AL UG (Loc29 To 322 N. 17th Street) (6) 1/0 AL Termination (6) 4/0 AL Termination (58 ')1/0 TPX AL UG (Loc29 To 320 N. 17th Street)

NEW UT-1 12 FPI#32654 50KVA 240/120 B (2) 1/0 15KV Elbow (3) 1/0 AL Termination (3) 4/0 AL Termination

(205 ')1P 1/0 15KV URD (Loc9 To Loc12) (171 ')1P 1/0 15KV URD (Loc12 To Loc13) (69 ')1/0 TPX AL UG (Loc12 To 313 N. 17th Street)

NEW (69 ') 2" Schedule 40 PVC (69 ') Trench 12" W by 24" D

NEW (31 ') 2" Schedule 40 PVC (31 ') Trench 12" W by 24" D

NEW (51 ') (51 ') Trench 12" W by 36" D

NEW (48 ') 2" Schedule 40 PVC (48 ') Trench 12" W by 24" D

30 NEW SEC-HH 13"x24" (50 ')4/0 TPX AL UG (Loc12 To Loc30) (31 ')1/0 TPX AL UG (Loc30 To 316 N. 17th Street) (3) 1/0 AL Termination (6) 4/0 AL Termination

NEW (22 ') 2" Schedule 40 PVC (22 ') Trench 12" W by 24" D

NEW 11 (51 ')4/0 TPX AL UG (Loc10 To Loc11) (60 ')1/0 TPX AL UG (Loc11 To 311 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (205 ') 2-2" Schedule 40 PVC (205 ') Trench 12" W by 36" D

NEW (60 ') 2" Schedule 40 PVC (60 ') Trench 12" W by 24" D

NEW (51 ') 2" Schedule 40 PVC (51 ') Trench 12" W by 24" D

31 NEW SEC-HH 13"x24" (48 ')4/0 TPX AL UG (Loc30 To Loc31) (22 ')1/0 TPX AL UG (Loc31 To 314 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (40 ') 2" Schedule 40 PVC (40 ') Trench 12" W by 24" D

NEW (21 ') 2" Schedule 40 PVC (21 ') Trench 12" W by 24" D

N 17TH ST

NEW (50 ')4/0 TPX AL UG (Loc10 To Loc9) (40 ')1/0 TPX AL UG (Loc10 To 309 N. 17th Street) (3) 1/0 AL Termination (6) 4/0 AL Termination

NEW (51 ') 2" Schedule 40 PVC (51 ') Trench 12" W by 24" D

NEW (50 ') 2" Schedule 40 PVC (50 ') Trench 12" W by 24" D

32 NEW SEC-HH 13"x24" (21 ')1/0 TPX AL UG (Loc32 To 310 N. 17th Street) (3) 1/0 AL Termination (3) 4/0 AL Termination

NEW (65 ') (65 ') Trench 12" W by 24" D

NEW (49 ') (49 ') Trench 12" W by 36" D

NEW 9 UT-1 FPI#32653 50KVA 240/120 B (2) 1/0 15KV Elbow (3) 1/0 AL Termination (6) 4/0 AL Termination (204 ')1P 1/0 15KV URD (Loc7 To Loc9) (50 ')1/0 TPX AL UG (Loc9 To 307 N. 17th Street)

NEW (204 ') 2-2" Schedule 40 PVC (204 ') Trench 12" W by 36" D

33 NEW SEC-HH 13"x24" (48 ')4/0 TPX AL UG (Loc9 To Loc33) (65 ')4/0 TPX AL UG (Loc33 To Loc32) (76 ')1/0 TPX AL UG (Loc33 To 308 N. 17th Street) (3) 1/0 AL Termination (9) 4/0 AL Termination

NEW (76 ') 2" Schedule 40 PVC (76 ') Trench 12" W by 24" D

NEW (85 ') (85 ') Trench 12" W by 24" D

MATCHLINE A

NORTH

EXISTING	INSTALL	INSTALL
11145	32650	
* 75KVA – ABCø * MAR.09	* 50KVA – Bø * MAR.09	
@ 01 TRANSFORMER DATA	@ 03 TRANSFORMER DATA	
F.P.U.A. #	F.P.U.A. #	
FACILITY POINT ID:	FACILITY POINT ID:	

INSTALL	INSTALL
32651	32652
* 50KVA – Bø * MAR.09	* 50KVA – Bø * MAR.09
@ 05 TRANSFORMER DATA	@ 07 TRANSFORMER DATA
F.P.U.A. #	F.P.U.A. #
FACILITY POINT ID:	FACILITY POINT ID:

INSTALL	INSTALL
32653	32654
* 50KVA – Bø * MAR.09	* 50KVA – Bø * MAR.09
@ 09 TRANSFORMER DATA	@ 12 TRANSFORMER DATA
F.P.U.A. #	F.P.U.A. #
FACILITY POINT ID:	FACILITY POINT ID:

INSTALL	INSTALL
32655	32656
* 50KVA – Bø * MAR.09	* 50KVA – Bø * MAR.09
@ 13 TRANSFORMER DATA	@ 14 TRANSFORMER DATA
F.P.U.A. #	F.P.U.A. #
FACILITY POINT ID:	FACILITY POINT ID:

NOTE:
CITY CONTRACTOR TO INSTALL 1–4" SCH 40 PVC CONDUIT ROAD CROSSINGS BETWEEN:
LOC 1 & LOC 39
LOC 4 & LOC 38
LOC 5 & LOC 36
LOC 9 & LOC 33
LOC 12 & LOC 30
LOC 13 & LOC 29

FORT PIERCE UTILITIES AUTHORITY

DATE	DESCRIPTION	BY	AP	NEW ELECTRIC UNDERGROUND DISTRIBUTION SYSTEM & SERVICE CONVERSION
07-09-2019	INITIAL PLAN	PJL		

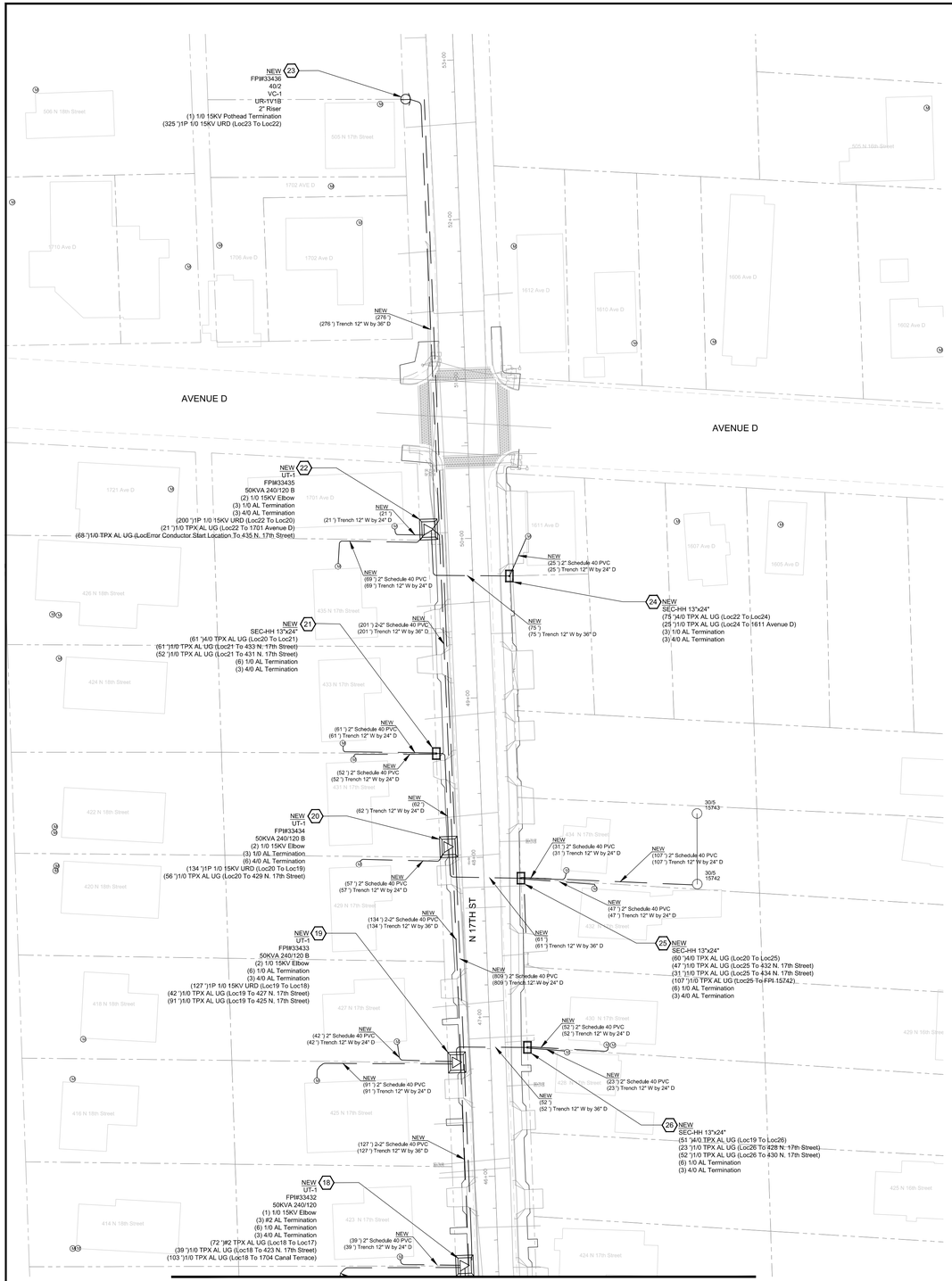
N. 17TH STREET ROADWAY IMPROVEMENT PROJECT
N. 17TH STREET (ORANGE AVENUE TO AVENUE D)

ELECTRIC & GAS ENGINEERING
1701 SOUTH 37TH STREET
P.O.Box 3191 (34950)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

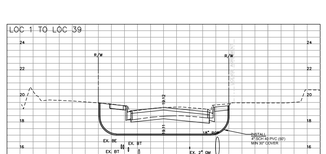
VERIFY SCALE BAR IS EQUAL TO 1 INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

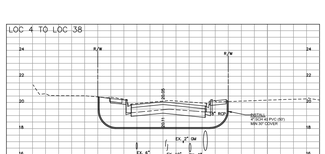
SCALE: 1=40 | DESIGNED: PJL | JOB #: 20150292-1
SHEET: Plan | DRAWN: PJL | SHEET: 1 OF 2

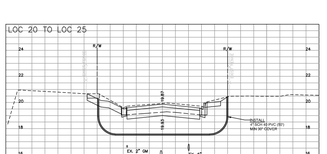
K:\2015\OBS\20150292-(Overhead Distribution Line Rebuild)\20150292-1 - Electric - UG\Drawings\20150292-1DES - Electric - UG Plan.dwg, 7/12/2019 1:20:35 PM, DWG To PDF.pc3

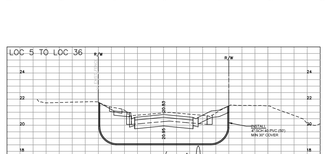


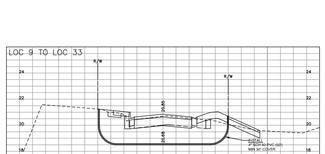
MATCHLINE B - SEE SHEET 1

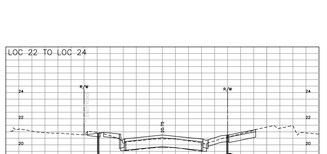


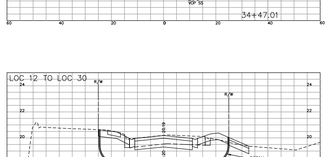


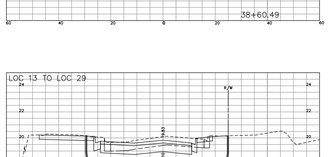


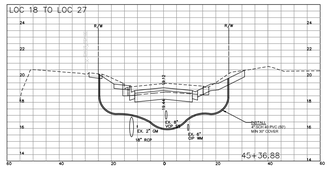


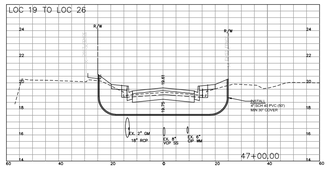




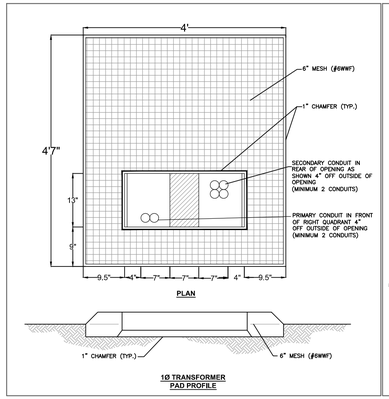




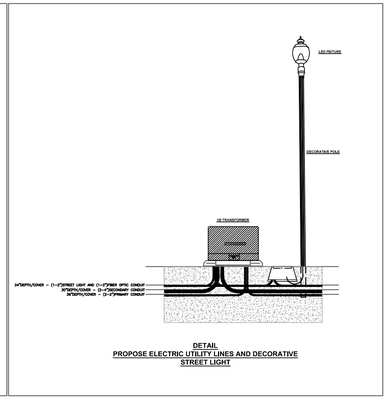




NORTH



1Ø TRANSFORMER PAD PROFILE



DETAIL
PROPOSE ELECTRIC UTILITY LINES AND DECORATIVE STREET LIGHT

INSTALL 33432

* 50KVA – BØ *MARK.01
@ (18) TRANSFORMER DATA
F.P.U.A. #_____
FACILITY
POINT ID: _____

INSTALL 33433

* 50KVA – BØ *MARK.01
@ (19) TRANSFORMER DATA
F.P.U.A. #_____
FACILITY
POINT ID: _____

INSTALL 33434

* 50KVA – BØ *MARK.01
@ (20) TRANSFORMER DATA
F.P.U.A. #_____
FACILITY
POINT ID: _____

INSTALL 33435

* 50KVA – BØ *MARK.01
@ (22) TRANSFORMER DATA
F.P.U.A. #_____
FACILITY
POINT ID: _____

NOTE:
CITY CONTRACTOR TO INSTALL
1-4" SCH 40 PVC CONDUIT
ROAD CROSSINGS BETWEEN:
LOC 19 & LOC 36
LOC 20 & LOC 25
LOC 22 & LOC 24

DETAIL
PROPOSE CONDUIT FOR ELECTRIC, STREET LIGHT & FUTURE FIBER OPTIC

CROSS SECTION

24"DEPVS/COVER = (1-3")STREET LIGHT AND (1-3")FIBER OPTIC CONDUIT
30"SEPVS/COVER = (1-3")GAS AND (2-4")SECONDARY CONDUIT
36"DEPVS/COVER = (2-3")PRIMARY CONDUIT

TOP VIEW

WEST RIGHT OF WAY LINE
36"- (2-3")PRIMARY CONDUIT
30"- (2-4")SECONDARY CONDUIT
24" - (1-3")STREET LIGHT
24" - (1-3")FIBER OPTIC CONDUIT
EAST TRAVELWAY

FORT PIERCE UTILITIES AUTHORITY

DATE:	DESCRIPTION:	BY:	AP:
07-09-2019	INITIAL PLAN	PJL	

ELECTRIC & GAS ENGINEERING
1701 SOUTH 27TH STREET
P.O.Box 3191 (34950)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

N. 17TH STREET ROADWAY IMPROVEMENT PROJECT
N. 17TH STREET (ORANGE AVENUE TO AVENUE D)
NEW ELECTRIC UNDERGROUND DISTRIBUTION SYSTEM & SERVICE CONVERSION

VERIFY SCALE BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SCALE:	DESIGNED:	JOB #:
1=40	PJL	20150292-1
SHEET:	DRAWN:	SHEET
Plan	PJL	2 OF 2

K:\2015\OBS\20150292-(Overhead Distribution Line Rebuild)\20150292-1 - Electric - UG\Drawings\20150292-1DES - Electric - UG Plan.dwg, 7/12/2019 1:21:41 PM, DWG To PDF.pc3

MATCHLINE A

MATCHLINE B

AVENUE B

AVENUE C

AVENUE D

N 17TH ST

ORANGE AVE

CANAL TER

NORTH

NEW FPI#32652 (2) #6 AL Termination ((8 ')#6 DPX AL UG (Loc38.To.SL)

NEW (8 ') 2" Schedule 40 PVC (8 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (2) #6 AL Termination

NEW (16 ') 2" Schedule 40 PVC (16 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (2) #6 AL Termination

NEW (7 ') 2" Schedule 40 PVC (7 ') Trench 12" W by 24" D

NEW FPI#32651 (2) #6 AL Termination (7 ')#6 DPX AL UG (Loc33 To SL)

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (23 ') 2" Schedule 40 PVC (23 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (70 ') 2" Schedule 40 PVC (70 ') Trench 12" W by 24" D

35/4 21255

NEW SEC-HH 13"x24" (2) #6 AL Termination

NEW (40 ') 2" Schedule 40 PVC (40 ') Trench 12" W by 24" D

35/4 21254

NEW FPI#32650 (2) #6 AL Termination (21 ')#6 DPX AL UG (Loc24 To Loc25) (70 ')#6 DPX AL UG (Loc24 To Loc32)

NEW (21 ') 2" Schedule 40 PVC (21 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (2) #6 AL Termination

NEW SEC-HH 13"x24" (2) #6 AL Termination (6) 4/0 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (56 ') 2" Schedule 40 PVC (56 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (2) #6 AL Termination

18ft Black Decorative Pole

75 KVA 11145

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (50 ') 2" Schedule 40 PVC (50 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (105 ') 2" Schedule 40 PVC (105 ') Trench 12" W by 24" D

NEW (9 ') 2" Schedule 40 PVC (9 ') Trench 12" W by 24" D

NEW (9 ')#6 DPX AL UG (Loc58 To SL) (2) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (23 ') 2" Schedule 40 PVC (23 ') Trench 12" W by 24" D

NEW FPI#32655 (2) #6 AL Termination (23 ')#6 DPX AL UG (Loc54 To Loc55)

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (16 ') 2" Schedule 40 PVC (16 ') Trench 12" W by 24" D

NEW (15 ')#6 DPX AL UG (Loc57 To Loc53) (2) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (56 ') 2" Schedule 40 PVC (56 ') Trench 12" W by 24" D

NEW FPI#32654 (2) #6 AL Termination (56 ')#6 DPX AL UG (Loc52 To Loc50)

NEW (4 ') 2" Schedule 40 PVC (4 ') Trench 12" W by 24" D

NEW (4 ')#6 DPX AL UG (Loc51 To SL) (2) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (44 ') 2" Schedule 40 PVC (44 ') Trench 12" W by 24" D

NEW (2) #6 AL Termination

NEW (39 ') 2" Schedule 40 PVC (39 ') Trench 12" W by 24" D

NEW (2) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (8 ') 2" Schedule 40 PVC (8 ') Trench 12" W by 24" D

NEW FPI#32653

NEW (20 ') 2" Schedule 40 PVC (20 ') Trench 12" W by 24" D

NEW (2) #6 AL Termination

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (19 ') 2" Schedule 40 PVC (19 ') Trench 12" W by 24" D

NEW (49 ') 2" Schedule 40 PVC (49 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (10 ') 2" Schedule 40 PVC (10 ') Trench 12" W by 24" D

NEW FPI#33435 (2) #6 AL Termination (10 ')#6 DPX AL UG (Loc70 To SL)

NEW (57 ') 2" Schedule 40 PVC (57 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (57 ')#6 DPX AL UG (Loc71 To Loc72) (4 ')#6 DPX AL UG (Loc72 To SL) (4) #6 AL Termination

NEW (4) #6 AL Termination

NEW (33 ') 2" Schedule 40 PVC (33 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (33 ')#6 DPX AL UG (Loc71 To Loc73) (5 ')#6 DPX AL UG (Loc73 To SL) (4) #6 AL Termination

NEW SEC-HH 13"x24" (18 ')#6 DPX AL UG (HH To Loc69) (5 ')#6 DPX AL UG (Loc69 To SL) (4) #6 AL Termination

NEW (18 ') 2" Schedule 40 PVC (18 ') Trench 12" W by 24" D

NEW FPI#33434 (46 ')#6 DPX AL UG (Loc77 To Loc68)

NEW SEC-HH 13"x24" (8 ')#6 DPX AL UG (Loc74 To Loc75) (4 ')#6 DPX AL UG (Loc75 To SL) (4) #6 AL Termination

30/5 15743

30/5 15742

NEW (8 ') 2" Schedule 40 PVC (8 ') Trench 12" W by 24" D

NEW (46 ') 2" Schedule 40 PVC (46 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (2) #6 AL Termination

NEW SEC-HH 13"x24" (5 ')#6 DPX AL UG (Loc68 To SL) (2) #6 AL Termination

NEW SEC-HH 13"x24" (18 ')#6 DPX AL UG (Loc To Loc76) (5 ')#6 DPX AL UG (Loc76 To SL) (4) #6 AL Termination

NEW (18 ') 2" Schedule 40 PVC (18 ') Trench 12" W by 24" D

NEW FPI#33433 (2) #6 AL Termination

NEW (47 ') 2" Schedule 40 PVC (47 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (47 ')#6 DPX AL UG (Loc66 To Loc67) (5 ')#6 DPX AL UG (Loc67 To SL) (4) #6 AL Termination

NEW SEC-HH 13"x24" (4 ')#6 DPX AL UG (Loc65 To SL) (44 ')#6 DPX AL UG (Loc63 To Loc65) (4) #6 AL Termination

NEW (44 ') 2" Schedule 40 PVC (44 ') Trench 12" W by 24" D

NEW FPI#33432

NEW (5 ') 2" Schedule 40 PVC (5 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (46 ')#6 DPX AL UG (Loc62 To Loc61) (5 ')#6 DPX AL UG (Loc61 To SL) (4) #6 AL Termination

NEW (47 ') 2" Schedule 40 PVC (47 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (4) #6 AL Termination

NEW (4) #6 AL Termination

NEW (45 ') 2" Schedule 40 PVC (45 ') Trench 12" W by 24" D

NEW SEC-HH 13"x24" (45 ')#6 DPX AL UG (Loc63 To Loc64)

35/5 15728

35/5 15729

(4) #6 AL Termination

DETAIL
PROPOSE CONDUIT FOR ELECTRIC, STREET LIGHT & FUTURE FIBER OPTIC

CROSS SECTION

24"DEPTH/COVER – (1–2")STREET LIGHT AND (1–2")FIBER OPTIC CONDUIT

30"DEPTH/COVER – (1–2")GAS AND (2–4")SECONDARY CONDUIT

36"DEPTH/COVER – (2–2")PRIMARY CONDUIT

TOP VIEW

WEST RIGHT OF WAY LINE

36"– (2–2")PRIMARY CONDUIT

30"– (2–4")SECONDARY CONDUIT

24" – (1–2")STREET LIGHT

24" – (1–2")FIBER OPTIC CONDUIT

NOT TO SCALE

DECORATIVE POLE & LED FIXTURES

18FT DECORATIVE CONCRETE POLE – 35

DECORATIVE LED FIXTURE – 35

HAND HOLE (13" X 24") – 35

FORT PIERCE UTILITIES AUTHORITY

DATE:	DESCRIPTION:	BY:	AP:
07-09-2019	INITIAL PLAN	PJL	

ELECTRIC & GAS ENGINEERING
1701 SOUTH 37TH STREET
P.O Box 3191 (34982)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

VERIFY SCALE BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

N. 17TH STREET ROADWAY IMPROVEMENT PROJEC T

N. 17TH STREET (ORANGE AVE TO AVE C)

CITY STREET LIGHT PLAN

SCALE:	DESIGNED:	JOB #
1=40	PJL	20150292-3
DRAWN:		SHEET
PJL		1 OF 1
SHEET:		
Plan		

K:\2015\JOBS\20150292-(Overhead Distribution Line Rebuild)\20150292-3 - City Street Light\Drawings\20150292-1-Electric - City SL Plan.dwg, 7/11/2019 1:27:25 PM, DWG To PDF.pc3

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

Meeting Date: 01/21/2020

Re: Main Street Fort Pierce

SUBJECT:

Approve Contractual Agreement for Main Street Fort Pierce to receive funding through Community Development Block Grant funds as approved in the 2019-2020 CDBG Action Plan in the total amount of $50,000.

SUMMARY:

2019-2020 CDBG Action Plan included funding Main Street Fort Pierce as they serve as the Community Based Development Organization (CDBO). This agenda item is for the approval of the Commission of the CBDO contractual agreement for the 2019-20200 program year.

RECOMMENDATION:

Approve the contractual agreement for Main Street Fort Pierce.

ALTERNATIVES:

Do not approve the contractual agreement.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	10390025548220
Amount:	50000

OTHER INFORMATION:

This expenditure will be reimbursed to the City via 2019-20 CDBG funds

Attachments

Grant Agreement
MSFP Work Plan

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/13/2020 10:25 AM

City Manager	Nick Mimms	01/15/2020 09:14 AM
Form Started By: Caleta Scott		Started On: 01/06/2020 11:33 AM
Final Approval Date: 01/15/2020		

A G R E E M E N T

THIS AGREEMENT made and entered into this ____day of **_____ 20__**, 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 **Main Street Fort Pierce,** Florida non-profit corporation, hereinafter referred to as the **COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)**.

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, said grant provides that the Grantor may contract with CBDO organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the CBDO to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

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

1. Scope of Service:
   A. The CBDO shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The CBDO further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity/work plan as described herein.

      The CBDO certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:
      Activities will take place within the Main Street Fort Pierce target area in the City of Fort Pierce, Florida.

   C. Levels of Accomplishment:

Economic Development	**Activity: Please see Attachment A – Main Street Fort Pierce Work Plan 2019-20**
Task Description: Please see Attachment A – Main Street Fort Pierce Work Plan 2019-20	

   D. Budget: The total budget for this grant award is $50,000. Please see Attachment A – Main Street Fort Pierce Work Plan 2019-20 for a breakdown of grant expenditures.

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

3. Compensation: The CBDO shall be paid $12,500 each quarter of Program Year 2018-2019 (Total - $50,000),

based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Main Street Fort Pierce Work Plan 2018-2019 (Attachment A).

4. In every case, CBDO will provide the following, along with completed Grant Reporting Form on the 1st day of each quarter of Program Year 2019-2020, for each activity:

   A. Receipts of payments, including invoices and cancelled checks;
   B. Other related information, as requested

   Grant Report Form signed by CBDO specifies and certifies that all expenses were expended by CBDO in conformance within the guidelines of this Contract.

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

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

5. 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 CBDO 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 CBDO agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

   If the CBDO 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).

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

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

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

9. General Terms and Conditions:

A. The CBDO agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.

B. The CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO agrees to obtain all necessary permits for intended improvements or activities.

F. The CBDO 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 CBDO, if its program involves housing, agrees to affirmatively further fair housing.

H. The CBDO 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 CBDO 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 CBDO, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said CBDO and to bind the same to this Agreement, and, further that said CBDO 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 CBDO, its staff or clientele; and the CBDO 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 CBDO from any obligations under this Contract.

K. The CBDO 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 CBDO.

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 CBDO by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the CBDO be entitled to any of the rights, privileges, or benefits of Grantor's employees. The CBDO 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 CBDO 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 CBDO 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.

10. 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 CBDO 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 CBDO 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 CBDO:

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;

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.

11. Other Provisions

A. Equal Employment Opportunity

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

1) The CBDO 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 CBDO 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 CBDO 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 CBDO will, in all solicitations of advertisements for employees placed by on or behalf of the CBDO, 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 CBDO 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 CBDO's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The CBDO 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 CBDO 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 CBDO'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 CBDO 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 amende d, 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 CBDO 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 CBDO 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 CBDO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the CBDO 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 CBDO 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.

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

8) The CBDO 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 CBDO 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.

9) If a CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO will not cause either temporary or permanent involuntary displacement of persons or businesses. If the CBDO 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 CBDO 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 CBDO 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 CBDO shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.
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;

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

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 CBDOs 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 WHEREOF, the Grantor and the CBDO have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: _____
Mayor Linda Hudson

ATTEST:

_____
City Clerk

Today's Date: _____

CBDO:

By: _____
Sue Dannahower, President

By: _____
Doris Tillman, Director

Print: _____

Print: _____

Title: _____

Title: _____

Today's Date: _____

Approved As To Form and Correctness:

By: _____

Print: _____

Title: _____

Main Street Fort Pierce
Work Plan for Program Year 2019-2020
October 1, 2019 through September 30, 2020

Economic Development	**Activity: Create, Publish and Distribute Monthly FOCUS News Booklet**
Task Description	**Budget**
Create and Publish Monthly FOCUS News Booklet, a community economic development project designed to increase economic opportunity, and retain and/or create jobs in the Fort Pierce Main Street target area.	**$50,000**

Main Street FOCUS Budget
2019-20

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total
EXPENSES													
Bulk Postage	718	718	718	718	718	718	718	718	718	718	718	718	8,616
Circulation	142	93	92	142	92	92	142	92	92	145	92	92	1,308
Editorial Services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Postage			98				98				98		294
Printing	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,900	1,900	21,800
Production	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Services Rendered	1,000	700	700	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,900
Corporate Filing Fees												62	
Accountant									620				
TOTAL EXPENSES	5,060	4,711	4,808	4,560	5,010	5,010	5,158	5,010	5,630	5,063	5,208	5,172	59,718

Main Street FOCUS Budget

2019-20

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total
EXPENSES													
Bulk Postage	718	718	718	718	718	718	718	718	718	718	718	718	8,616
Circulation	142	93	92	142	92	92	142	92	92	145	92	92	1,308
Editorial Services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Postage			98				98				98		294
Printing	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,900	1,900	21,800
Production	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Services Rendered	1,000	700	700	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,900
Corporate Filing Fees												62	
Accountant									620				
TOTAL EXPENSES	5,060	4,711	4,808	4,560	5,010	5,010	5,158	5,010	5,630	5,063	5,208	5,172	59,718

*updated per Doris 1.6.2020

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

Meeting Date: 01/21/2020

Re: Lincoln Park Main Street

SUBJECT:

Approve Contractual Agreement for Lincoln Park Main Street to recieve funding through Community Development Block Grant funds as approved in the 2019-2020 CDBG Action Plan in the total amount of $50,000.

SUMMARY:

2019-2020 CDBG Action Plan included funding Lincoln Park Main Street as they serve as the Community Based Development Organization (CBDO). This agenda item is for the approval of the Commission of the CBDO contractual agreement for the 2019-2020 program year.

RECOMMENDATION:

Approve the contractual agreement for Lincoln Park Main Street.

ALTERNATIVES:

Do not approve the contractual agreement.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Manager

COORDINATED WITH:

Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2019

Account: 10390025548230

Amount: 50000

OTHER INFORMATION:

This expenditure will be reimbursed to the City via 2019-2020 CDBG.

Attachments

Grant Agreement

2019-2020 Work Plan

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/13/2020 10:25 AM

City Manager	Nick Mimms	01/15/2020 09:14 AM
Form Started By: Caleta Scott		Started On: 01/06/2020 11:27 AM
Final Approval Date: 01/15/2020		

A G R E E M E N T

THIS AGREEMENT made and entered into this ____day of **_____ 20__**, 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 **Lincoln Park Main Street, Inc.,** Florida non-profit corporation, hereinafter referred to as the **COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)**.

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, said grant provides that the Grantor may contract with CBDO organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the CBDO to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

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

1. Scope of Service:

   A. The CBDO shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The CBDO further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity/work plan as described herein.

   The CBDO certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:
   Activities will take place within the Lincoln Park Main Street target area in the City of Fort Pierce, Florida.

   C. Levels of Accomplishment:

Economic Development	**Activity: Please see Attachment A – Lincoln Park Main Street 2019-2020 Work Plan**
Task Description: Please see Attachment A – Lincoln Park Main Street 2019-2020 Work Plan	

   D. Budget: The total budget for this grant award is $50,000. Please see Attachment A – Lincoln Park Main Street 2019-20 Work Plan for a breakdown of grant expenditures.

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

3. Compensation: The CBDO shall be paid $12,500 each quarter of Program Year 2019-2020 (Total - $50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Lincoln Park Main Street 2019-20 Work Plan (Attachment A).

4. In every case, CBDO will provide the following, along with completed Grant Reporting Form on the 1st day of each quarter of Program Year 2019-2020, for each activity:

   A. Receipts of payments, including invoices and cancelled checks;
   B. Other related information, as requested

   Grant Report Form signed by CBDO specifies and certifies that all expenses were expended by CBDO in conformance within the guidelines of this Contract.

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

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

5. 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 CBDO 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 CBDO agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

   If the CBDO 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).

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

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

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

9. General Terms and Conditions:

A. The CBDO agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.

B. The CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO agrees to obtain all necessary permits for intended improvements or activities.

F. The CBDO 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 CBDO, if its program involves housing, agrees to affirmatively further fair housing.

H. The CBDO 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 CBDO 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 CBDO, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said CBDO and to bind the same to this Agreement, and, further that said CBDO 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 CBDO, its staff or clientele; and the CBDO 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 CBDO from any obligations under this Contract.

K. The CBDO 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 CBDO.

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 CBDO by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the CBDO be entitled to any of the rights, privileges, or benefits of Grantor's employees. The CBDO 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 CBDO 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 CBDO 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.

10. 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 CBDO 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 CBDO 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 CBDO:

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;

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.

11. Other Provisions

A. Equal Employment Opportunity

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

1) The CBDO 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 CBDO 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 CBDO 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 CBDO will, in all solicitations of advertisements for employees placed by on or behalf of the CBDO, 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 CBDO 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 CBDO's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The CBDO 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 CBDO 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 CBDO'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 CBDO 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 CBDO 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 CBDO 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 CBDO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the CBDO 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 CBDO 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.

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

8) The CBDO 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 CBDO 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.

9) If a CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO 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 CBDO will not cause either temporary or permanent involuntary displacement of persons or businesses. If the CBDO 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 CBDO 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 CBDO 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 CBDO shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.
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;

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

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 CBDOs 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 WHEREOF, the Grantor and the CBDO have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: _____
Mayor Linda Hudson

ATTEST:

_____
City Clerk

Today's Date: _____

CBDO:

By: _____
Bennie Clark, President

By: _____
Pamela Carrithers, Director

Print: _____

Print: _____

Title: _____

Title: _____

Today's Date: _____

Approved As To Form and Correctness:

By: _____

Print: _____

Title: _____

Attachment A

LINCOLN PARK MAIN STREET – 2019-2020 WORK PLAN

Activities / Categories	Goals and Objectives	Cost	Projections	Timeline
Economic Development/Restructuring: **Development of Business Association for Merchants** To organize/plan/coordinate the event/activity: • Coordinate/Host Open House • Support the Existing Business Community • Information, Referral, and Business Assistance • Identify and Recruit new businesses • Partner with SCORE for new businesses • Presence at City of Fort Pierce events	**Goal:** To continue to empower the organization with support; create a network for resources to strengthen the respective businesses. **Objective:** Support association of merchants and individuals in the LP Community & Northwest Fort Pierce **Task:** Host Open House, assist with funding opportunities within Lincoln Park	$2,800	# of LMI Owned Businesses Assisted: 15	Oct 2019-Sept 2020
Monthly Newsletter To organize/plan/coordinate the event/activity: • Work to expand readership and distribution in Lincoln Park and to Caribbean and Latin businesses • Monthly business feature Include monthly column of City Calendar • Keep updated distribution list • Feature a business in Lincoln Park and northwest Fort Pierce in the newsletter	**Goal:** Publish a monthly newsletter that informs, communicates and disseminates information about the Lincoln Park Community and educates the public on the history of the community **Objective:** Increase distribution, readership and advertising of the newsletter	$10,000	# of LMI Owned Businesses Featured: 12	Oct 2019-Sept 2020
Addressing Impediments to Fair Housing To organize/plan/coordinate the event/activity: • One Fair Housing Workshop featuring information on types of discrimination, reverse redlining, protected classes, how to file a complaint, etc. • Publish Fair Housing information and First-Time Homebuyers workshops in LPMS newsletter throughout the year • Community Land Trust assistance • Identify regional partners with similar affordable housing interests and provide fair housing center • Work with the local Board of Realtors and Lending Consortium to promote Fair Housing	**Goal:** To promote fair and equal lending disparities and eliminate segregated neighborhoods in Fort Pierce. **Objective:** To eliminate housing lending discrimination, increase the number of affordable units within Fort Pierce. **Task:** Host a Fair Housing Workshops, host workshops for Community Land Trust discussion	$2,660	# of LMI Property Owners/Residents Assisted: 10,000	Oct 2019-Sept 2020

Activities/Categories	Goals and Objectives	Cost	Projections	Timeline
Community Engagement, Education & Seminars To organize/plan/coordinate the event/activity: • Host community toy give-a-way and health fair • Host and promote emancipation proclamation and educate the community on the history of local trailblazers • Host community forums in Lincoln Park with local District 1 Commissioners • Work with local artist to host a sidewalk art show	**Goal:** Engage the community in activities that promote health, education, and nutrition. **Objective:** Assist the community and/or groups in building healthy, educated and heath conscious relationships in the Lincoln Park District.	$5,100	# of Events Evaluated: 10 # of LMI Owned Businesses Assisted: 10	Oct 2019-Sept 2020
Historic Preservation To organize/plan/coordinate the event/activity: • Identify and engage owners of historic properties to begin process of historic designation/list required • Work with City Historic Preservation Officer during historic preservation application process • Apply for funding to secure markers for historic designation of identifiable properties	**Goals:** Apply for historic designation for properties in Lincoln Park area; four properties **Objectives:** Preserve original structures located within the district; Increase awareness of cultural history in the district.	$3,400	# of Historic Blds - 2 # of LMI Prop Owners – 3;	Oct 2019-Sept 2020
Organization Growth/Memberships To organize/plan/coordinate the event/activity: • Outreach to various groups: Caribbean, Haitian and Latino business members in community • Provide annual appreciation reception for members to network • Present annual Membership Campaign • Host monthly workshop on City initiatives	**Goal:** Grow the organization membership and encourage support both financially and through volunteerism. **Objective:** Increase participation in the Lincoln Park Main Street Organization	$3,000	# LMI Businesses 10; # LMI Members: 25	Oct 2019-Sept 2020
Business & Economic Development Activities To organize/plan/coordinate the event/activity: • Present quarterly workshops on the process of grant applications, bids, RFPs/RFQs, Business Practices • Host seminar on Marketing and Networking • Partner with a local developer and construction management firm to conduct an outreach training program • Draft an outline for environmental training program • Identify tourism opportunities to partner	**Goals:** Jump start business ownership and economic development and tourism by promoting district's rich cultural heritage; encourage training opportunities through workshops; and promote local development offerings. **Objectives:** Develop annual events that attract the community and promote tourism in the area; help re-brand the Avenue D corridor; promote employment and small business capacity and sustainability enhancements.	$5,000	# Small LMI Businesses Participating – 10 # of Cultural Arts Events - 2	Oct 2019-Sept 2020

Lincoln Theater To facilitate/organize/plan/coordinate the development of events and activities: • Work with the MLK Commemorative Committee Lincoln Theater Restoration (LTR) Sub-Committee to facilitate the redevelopment of the theater • Provide technical assistance to the LTR committee in writing and securing grant funding • Develop presentation on the proposed uses of the theater and present to the Community/Commercial Redevelopment Advisory Board and/or the City Commission • Develop grant application with the LTR committee for funding on the new plans and uses for the theater • Host at least one fundraiser for the Theater development plan	**Goals:** To facilitate the redevelopment activities of the theater and to secure funding for those activities. **Objective:** Develop a multi-use facility and work with an Engineering Design and/or Architecture firm to create an updated plan. **Task:** Work with Architect/Design Team to update master plan; Present updated plan initiative to community through a fundraiser; secure funding.	$10,000	# of Historic Blds - 1 # of LMI Prop Owners – 3;	Oct 2019-Sept 2020
Cultural Affairs To organize/plan/coordinate the event/activity: • Research and identify trailblazers in Lincoln Park to highlight their contributions and history to the community as part of the annual Emancipation Celebration Brunch to • Continue to collect and chronologically organize data, artifacts, pictures, memorabilia for a Black Archives • Provide guided Historic Tours in Lincoln Park • Work with Highwaymen artist to develop content and programming for a Highwaymen Museum • Work with local organizations to host the annual Christmas on Moore's Creek toy give-a-way and Health Fair.	**Goals:** To present cultural programming on the history of Lincoln Park to the community through arts, entertainment, education, festivals, and lecture series. **Objective:** Develop programming calendar of events that educate the public on the historical contributions of members in the community of Lincoln Park and Fort Pierce. **Task:** To secure funding for programming.	$8,000	# of LMI Property Owners/Residents Assisted: 12,000 # of Trails - 1	Oct 2019-Sept 2020

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

Meeting Date: 01/21/2020

Re: Building Violation Lien - 1222 Avenue G

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

SUBJECT:

Request to reduce Building Department lien in the amount of $33,760.00 against 1222 Avenue G, Fort Pierce, FL 34950 - Parcel ID Number 2404-442-0011-000/4, owned by McNair Empire LLC, 5259 NW South Lovett Circle, Port St. Lucie, FL 34986 with Jamie McNair, Registered Agent, to $1,500.00.

SUMMARY:

The request for reduction is made by Mr. Jaime McNair, Reg. Agent of McNair Empire LLC. On August 5, 2019, the City Commission approved a partial release of lien for an encumbered property to provide Mr. McNair the ability to sell the property to gain funding to make repairs at this property. This property came into compliance on December 6, 2019.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner, and testimony of Staff, recommends reducing the lien to $1,500.00.

Hard Costs (postage / filing fees / photos)	$69.68
Case Processing Fees (months open / inspections)	$1,200.00
Special Magistrate Hearing Costs	$225.00
City Commission Hearings (8/5/19 & 1/21/20)	$500.00

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Elizabeth Beck, Building Department Clerk

COORDINATED WITH:

Shaun Coss, Building Department Coordinator

Fiscal Impact

Budgeted Y/N: 2020

Fiscal Year: 2020

Account: Enterprise

Amount: 1,500.00

OTHER INFORMATION:

$1,500.00 to the Enterprise Fund.

Attachments

Lien Reduction Request
Property Card
Breakdown
7 Criteria
Admin Costs

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	01/10/2020 08:43 AM
City Manager	Nick Mimms	01/15/2020 09:17 AM

Form Started By: Elizabeth Beck Started On: 01/08/2020 03:16 PM
Final Approval Date: 01/15/2020

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

RECEIVED
NOV 04 2019
Building Department

REQUEST FOR A REDUCTION OR RESCINDMENT OF BUILDING VIOLATION LIENS

Date:	11/4/2019				
Property address:	1224 AVE G Fort Pierce FLA				
Owner(s) of record:					
Mailing address:	5259 NW Sout Lovett Cir Port St Lucie FLA				
Property tax ID #:					
Original purchase date	5/14/2015	Original purchase price:	14,000		
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Jamie McNair	Relationship to owner(s)			
Telephone #:	772-446-2155	Mobile phone #:	772-446-2155		
E-mail:	Jamiemcnair@icloud.com	Preferred contact method:	Cell		
What are owner(s) intentions for property:	Rent				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?	0	
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price	0	

AMOUNT OF FINE / LIEN $ 35,000

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 34,500

DOLLAR AMOUNT I AGREE TO PAY $ ~~0~~ 500.

Jamie McNair
Signature of Owner or Representative

11/3/2019
Date

REQUEST FOR REDUCTION OF PENALTY FOR BUILDING VIOLATIONS

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

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. For building violation liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Elizabeth Beck (772-467-3718) for cost / fees breakdown.
8. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
9. Return this form, the application and any other pertinent documentation to the Building Department.
10. Requests for Reduction / Rescindment of building violation liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1222 AVE G

Property Owner: JAMIE MCNAIR

Mailing Address: 5259 NW South Lovett Cir Port St Lucie

Telephone #: 772-446-2155 Cell Phone #: 772-446-2155

E-Mail Address: JAMIEMCNAIR@ICloud.com

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

Rule 17: Requests for Reduction of Liens.

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

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

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

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

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

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

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

(1) The gravity or seriousness of the violation;

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

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

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

(4) The number of times the violator was previously found in violation by either the Code Enforcement Board, Special Magistrate, or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding;

(5) The number of violation notices the violator has received in the past as well as their nature and the final disposition of each such notice;

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

(7) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the City owned by the respondent.

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

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

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

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

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

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

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

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1222 AVE G Fort Pierce FLA.

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

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

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

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

James McNair — 11/4/2019

Signature of Owner or Representative — Date

COFP – APPLICATION PROCESS DETERMINATION

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

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

Comments:

_____

_____ _____

Shaun Coss, Building Department Coordinator — Date

I, Jamie McNair, 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:

ID [redacted] Im sorry it took so long to get it Roof RAN into finacly Defuelen Did Not Have The money To Repair. if i CAN please get a Reduction

Signed: [signature] Date: 11-4-2019

Print Name: Jamie McNair

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ 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 _____ day of _____, 20_____.

_____

Notary Public, State of Florida

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

Property Identification

Site Address: 1222 Avenue G
Sec/Town/Range: 04/35S/40E
Map ID: 24/04H
Zoning: Medium Den

Parcel ID: 2404-442-0011-000-4
Account #: 16302
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

McNair Empire LLC
5259 NW South Lovett CIR
Port St Lucie, FL 34986

Legal Description

4 35 40 FROM SE COR OF SEC RUN W1320 FT, TH N 675 FT, TH E 110 FT FOR POB, TH N 93 FT TO S R/W AV H, TH NELY ON R/W LI 91.10 FT, TH SLY 150 FT, TH WLY 15 FT, TH NLY 42 FT M/L, TH WLY 75 FT TO POB (OR 3718-2725; 3986-2501)

Current Values

Just/Market Value:	$29,900
Assessed Value:	$29,900
Exemptions:	$0
Taxable Value:	$29,900

Property taxes are subject to change upon change of ownership.

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

Total Areas

Finished/Under Air (SF):	960
Gross Sketched Area (SF):	1,267
Land Size (acres):	0.21
Land Size (SF):	9,150

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Apr 19, 2017	3986 / 2501	0330	WD	McNair Jamie M	$46,200
Feb 19, 2015	3718 / 2725	0111	QC	McMillon Josephine	$100
Sep 25, 2008	3018 / 2380	XX01	WD	McMillon (EST) Clifford C	$100
Apr 8, 2002	1513 / 2272	XX01	PB	McMillon (EST) Chester	$0
Jan 1, 1900					$0

Building Information (1 of 1)

Finished Area: 960 SF

Gross Sketched Area: 1,267 SF

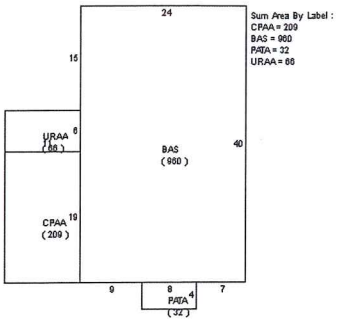
Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Gable
Building Type: HD-	Year Built: 1962	Frame:
Grade: D-	Effective Year: 1962	Primary Wall: Conc Block
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	Electric: MINIMUM	Primary Int Wall:
Full Baths: 1	Heat Type:	Avg Hgt/Floor: 0

A/C %: 0% Heated %: 0% Sprinkled %: 0%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	960	960	128
CPAA	Carport Attached Average	209	0	60
PATA	Patio Average (Plain Slab)	32	0	24
URAA	Utility Room Attached Average	66	0	34

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	295	1999

Current Year Values

Current Values Breakdown

Building:	$25,800
Land:	$4,100
Just/Market:	$29,900
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$29,900
Exemption(s):	$0
Taxable:	$29,900

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	$69.00

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2019	$29,900	$29,900	$0	$29,900
2018	$28,700	$28,700	$0	$28,700
2017	$21,700	$21,230	$0	$21,230

Permits

BP19-3764	Nov 15, 2019	Roof	$4,200	$0

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

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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MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Elizabeth Beck, Building Department Administrative Assistant

SUBJECT: **BUILDING DEPARTMENT LIEN REDUCTION**
Address: 1222 Avenue G
Parcel I.D. #: 2404-442-0011-000/4
Owner: McNair Empire LLC

DATE: January 9, 2020

The following is a breakdown of the above property:

	Costs(Enterprise Fund)	Interest & Penalties	Administrative Fees
CASE # 17-2315	$33,700.00	$.00	$60.00
TOTAL	$33,700.00	$.00	$60.00

CAN BE WAIVED (ALL COSTS) $33,760.00

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE

Case No: 17-2315 **Date: July 12, 2019**

1.) The gravity or seriousness of the violation:	Moderate
2a.) Any and all actions taken by the violator to correct the violations; OR	Owner obtained a permit and received the necessary inspections, and adequately addressed all other violations.
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	None
3.) The length of time necessary to bring the property into compliance:	24
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	2
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	7
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	Owner claimed financial hardship prevented him from making necessary repairs. He sold another property to use proceeds to make repairs to this property.
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	None

Administrative Cost Estimator

1/9/2020

Property Address: 1222 Avenue G

Date case originated: 11/29/2017

Date case complied: 12/6/2019

Total time: 24 months

Number of Hearings

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

Mailing Expense			
Regular 1st Class:	$0.44	10	$4.40
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	3	$1.50
Filing Fees	$10.00	6	$60.00
Months Open	$50.00	24	$1,200.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Building Dept. Assistant			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	1	$75.00

Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Building Dept. Coordinator	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	0	$0.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	3	$450.00

Covers SM review and hearing time, recording secretary, building staff & management hearing time, attorney hearing time, and IT set up.

Commission Meeting	$250.00	2	$500.00

Fee set by the City Commission

Total Estimated Cost: $2,521.00

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

Meeting Date: 01/21/2020

Re: Building Lien Reduction - 3607 Oleander Avenue

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

SUBJECT:

Approve request to reduce Building Department lien in the amount of $22,050.00 against 3607 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2433-114-0003-000/7 owned by House of Believers, Inc., 3607 Oleander Avenue, Ft. Pierce, FL 34982 to $750.00 payable in 60 days.

SUMMARY:

The request for reduction was submitted by Syed Shafeeq Ur Rahman, Reg. Agent and Adel Nefzi on behalf of House of Believers Inc. The owners hired contractors to obtain permits to complete the work necessary to safely occupy their mosque. Fines started when permits expired, which have since been renewed and properly closed out.

Their original request was for a full waiver of the lien.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner, and testimony of Staff, recommends reducing the lien to $750.00 payable in 60 days. If not paid the lien will revert to the original amount of $22,050.00.

Hard Costs (postage, filing fees/photos)	$ 68.62
Case Processing (months open/inspections)	$1,000.00
Hearing costs	$ 150.00
City Commission Hearing	$ 250.00

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Elizabeth Beck, Building Department Clerk

COORDINATED WITH:

Shaun Coss, Building Department Coordinator

Fiscal Impact

Budgeted Y/N: 2020

Fiscal Year: 2020

Account: Enterprise
Amount: $750.00
OTHER INFORMATION:
$750.00 to the Enterprise Fund.

Attachments

Breakdown
Request
7 Criteria
Admin Fees
Property Card

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	01/10/2020 08:43 AM
City Manager	Nick Mimms	01/15/2020 09:20 AM

Form Started By: Elizabeth Beck
Started On: 01/09/2020 09:54 AM
Final Approval Date: 01/15/2020

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Elizabeth Beck, Building Department Administrative Assistant

SUBJECT: **BUILDING DEPARTMENT LIEN REDUCTION**
Address: 3607 Oleander Ave
Parcel I.D. #: 2433-114-0003-000/7
Owner: House of Believers, Inc.

DATE: January 9, 2020

The following is a breakdown of the above property:

	Costs(Enterprise Fund)	Interest & Penalties	Administrative Fees
CASE # 17-2805	$22,000.00	$.00	$60.00
TOTAL	$22,000.00	$.00	$60.00

CAN BE WAIVED (ALL COSTS) $22,060.00

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF BUILDING VIOLATION LIENS

Date:	11·13·2019.				
Property address:	3407 Oleander Ave.				
Owner(s) of record:					
Mailing address:	805 Virginia Ave, Suite 16, FT Pierce, FL 34982				
Property tax ID #:	2433-114-0003-000-7				
Original purchase date		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:		Relationship to owner(s)			
Telephone #:		Mobile phone #:			
E-mail:		Preferred contact method:			
What are owner(s) intentions for property: Worship	Worship. (a church, non profit organization).				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price		

AMOUNT OF FINE / LIEN $ _____

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 22,050.00

DOLLAR AMOUNT I AGREE TO PAY $ _____

_____
Signature of Owner or Representative

_____
Date 11/14/2019.

REQUEST FOR REDUCTION OF PENALTY FOR BUILDING VIOLATIONS

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

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. For building violation liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Elizabeth Beck (772-467-3718) for cost / fees breakdown.
8. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
9. Return this form, the application and any other pertinent documentation to the Building Department.
10. Requests for Reduction / Rescindment of building violation liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 3607 Oleander Ave, Fort Pierce, FL 34982

Property Owner: House of the believers (Non profit church)

Mailing Address: 805 Virginia Ave, Suite 16, Fort Pierce, FL 34982

Telephone #: _____ Cell Phone #: _____

E-Mail Address: adeln@tpims.org

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

Rule 17: Requests for Reduction of Liens.

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

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

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

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

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

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

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

(1) The gravity or seriousness of the violation;

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

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

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

(4) The number of times the violator was previously found in violation by either the Code Enforcement Board, Special Magistrate, or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding;

(5) The number of violation notices the violator has received in the past as well as their nature and the final disposition of each such notice;

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

(7) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the City owned by the respondent.

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

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

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

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

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

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

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

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	3607 Oleander Ave, Fort Pierce, FL 34982

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

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

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

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

Adel Nefzi — 11/15/2019

Signature of Owner or Representative — Date

COFP – APPLICATION PROCESS DETERMINATION

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

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

Comments:

Specified option agrees to reduction to $7,500, which the requester has not agreed to.

Shaun Goss, Building Department Coordinator — 12/9/19

Date

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

Re: Request for lien Waver for Mosque Property at 3607 Oleander Ave, Fort Pierce , FL 34982.

On behalf of our community at the Islamic Center of Fort Pierce (House of the believers), located at 3607 Oleander Ave, Fort Pierce, FL 34982, I humbly request a waiver of the $22,050.00 lien on the property.
We always tried our best to respect the rules with all the permits and paperwork's for the renovation of the new facility of worship after we lost our mosque in Midway Road following the arson attack. We appreciate all the support and help from the Fort Pierce building department and we made sure that all the renovation work was done in compliance with the Special Magistrate's Order. We were not aware that we need a closing of the Sprinklers/Alarm permits as we contracted the job to a professional company to take care of everything including the permits. As soon as we were notified, we made sure to call the contractor to request closing of all the open permits.
We are a nonprofit organization and the only funding we have comes from donations from the very small community we have. We truly have hard time to cover the maintenance, utility and electrical bills and we will appreciate if you accept our request for Penalty Waver on Mosque Property at 3607 Oleander Ave, Fort Pierce , FL 34982.
Thank you for your help and understanding.

Sincerely yours,

Signed: _____ Date: 11/15/2019

Print Name: Adel Nefzi

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority
Adel Nefzi 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 Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 15 day of November, 2019.

Mary Carol Holmgren
Notary Public, State of Florida

Mary Carol Holmgren
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG344581
Expires 7/6/2023

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE

Case No: 17-2805 **Date: December 9, 2019**

1.) The gravity or seriousness of the violation:	Moderate
2a.) Any and all actions taken by the violator to correct the violations; OR	Permits renewed and received necessary inspections.
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	N/A
3.) The length of time necessary to bring the property into compliance:	20 months
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	1
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	2
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	Unknown
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	None

Administrative Cost Estimator

1/9/2020

Property Address: 3607 Oleander Avenue

Date case originated: 11/21/2017

Date case complied: 7/25/2019

Total time: 20 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	0
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	7	$3.08
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	5	$2.50
Filing Fees	$10.00	6	$60.00
Months Open	$50.00	20	$1,000.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Building Dept. Assistant			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00

Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Building Dept. Coordinator	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	0	$0.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	1	$150.00

Covers SM review and hearing time, recording secretary, building staff & management hearing time, attorney hearing time, and IT set up.

Commission Meeting	$250.00	1	$250.00

Fee set by the City Commission

Total Estimated Cost: $1,695.68

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

Property Identification

Site Address: 3607 OLEANDER AVE
Sec/Town/Range: 33/35S/40E
Map ID: 24/33N
Zoning: General Co

Parcel ID: 2433-114-0003-000-7
Account #: 33026
Use Type: 7100
Jurisdiction: Fort Pierce

Ownership

House of Believers Inc
805 Virginia AVE Ste 16
Fort Pierce, FL 34982

Legal Description

33 35 40 SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 330 FT LYG N OF S 485FT- (7.90 AC) (OR 3976-456: 3979-1306)

Current Values

Just/Market Value:	$1,750,700
Assessed Value:	$1,750,700
Exemptions:	$1,750,700
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

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

Total Areas

Finished/Under Air (SF):	49,400
Gross Sketched Area (SF):	53,126
Land Size (acres):	7.9
Land Size (SF):	344,124

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Apr 27, 2017	3979 / 1306	0117	SP	House of Believers Inc	$0
Mar 20, 2017	3976 / 0456	0117	SP	TD Bank NA	$800,000
May 19, 2014	3642 / 1510	0112	WD	Faith Baptist Church	$2,038,500
Feb 18, 1999	1205 / 0015	XX01	QC	Faith Baptist Church	$100
Mar 24, 1972	0200 / 2594	XX00	WD	Childs, Reginald	$0

Building Information (1 of 4)

Finished Area: 17,040 SF

Gross Sketched Area: 19,184 SF

Exterior Data

View:
Building Type: CH4
Grade: Y_D
Story Height: 2 Story

Roof Cover: Fibrglss Shg
Year Built: 1972
Effective Year: 1972
No. Units: 1

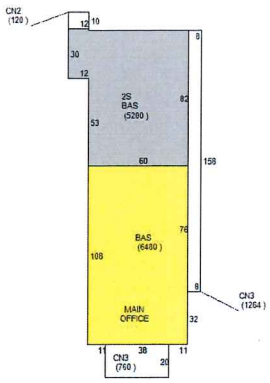
Roof Structure: Gambrel
Frame:
Primary Wall: CB Stucco
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Vinyl Tiles



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	5280	5280	310
BAS	BASE AREA	11760	11760	646
CN2	CANOPY	120	0	44
CN3	CANOPY	2024	0	448

Building Information (2 of 4)

Finished Area: 7,680 SF

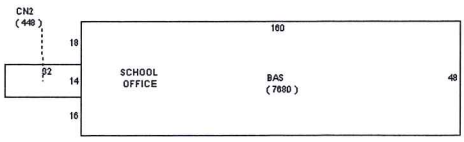
Gross Sketched Area: 8,128 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable
Building Type: CH4	Year Built: 1973	Frame:
Grade: Y_C	Effective Year: 1973	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

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



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Building Information (3 of 4)

Finished Area: 1,680 SF

Gross Sketched Area: 2,244 SF

Exterior Data

View:
Building Type: CH4
Grade: Y_D
Story Height: 1 Story

Roof Cover: Metal
Year Built: 1974
Effective Year: 1974
No. Units: 1

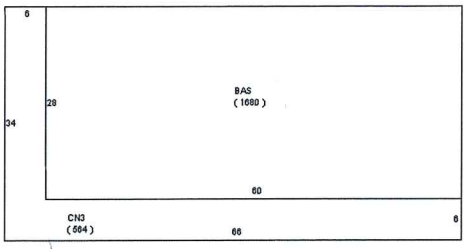
Roof Structure: Gable
Frame:
Primary Wall: Conc Block
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Vinyl Tiles
Sprinkled %: 0%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	1680	1680	176
CN3	CANOPY	564	0	200

Building Information (4 of 4)

Finished Area: 23,000 SF

Gross Sketched Area: 23,570 SF

Exterior Data

View:
Building Type: CH4
Grade: Y_D
Story Height: 2 Story

Roof Cover: Dim Shingle
Year Built: 1970
Effective Year: 1970
No. Units: 1

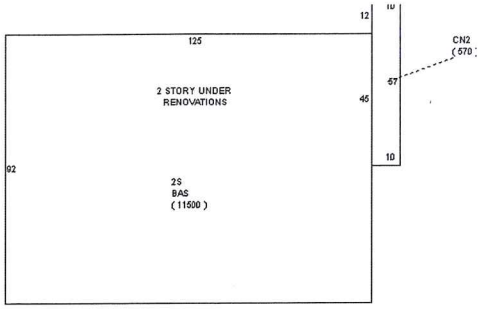
Roof Structure: Gable
Frame:
Primary Wall: Corr Metal
Secondary Wall: Vinyl Siding

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: 0%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	11500	11500	434
BAS	BASE AREA	11500	11500	434
CN2	CANOPY	570	0	134

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASP2 LOW	1	40490	1972
CONCRETE LOW	1	1056	2003
WOOD FEN 6'	1	100	2003
SINGLE LIGHT	1	16	2003
CHAINLINK 6'	1	1965	2015
Alum Fen 6'	1	565	2017

Current Year Values

Current Values Breakdown

Building:	$1,513,700
Land:	$237,000
Just/Market:	$1,750,700
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$1,750,700
Exemption(s):	$1,750,700
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2019	2018	3600	Church	$1,750,700

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2018	0054	7.9	North St. Lucie Water Management District	$138.25

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2019	$1,750,700	$1,750,700	$1,750,700	$0
2018	$1,781,400	$1,781,400	$1,781,400	$0
2017	$896,000	$896,000	$0	$896,000

C50006	Jun 1, 1989	Roof	$20,000	$20,000
C50519	Aug 1, 1989	Additions to existing construction	$5,000	$5,000
RF20041061	Dec 19, 2005	Roof	$41,000	$445
BP16-2866	Oct 26, 2016	Electric	$0	$0
BP17-0390	Feb 7, 2017	Electric	$75	$0
BP17-0390	Feb 7, 2017	Electric	$75	$0
BP17-0986	Apr 7, 2017	Fence	$0	$0
BP17-1282	May 5, 2017	Air Conditioning Only	$19,000	$0
BP17-1335	May 9, 2017	Electric	$2,000	$0
BP17-0986	Dec 4, 2017	Fence	$5,000	$0
BP17-1282	Dec 14, 2017	Air Conditioning Only	$19,000	$0
BP17-1335	Dec 1, 2017	Electric	$2,000	$2,000
BP17-1226	Jun 12, 2017	Remodel	$5,000	$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

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 **12. a.**

Meeting Date: 01/21/2020

Re: Conditional Use - Andrews Dwelling Rental - 1180 Carlton Court Unit 102A

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

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SUBJECT:

Quasi-Judicial Hearing - Review and approval for an application for Conditional Use with No New Construction submitted by property owners Douglas & Elizabeth Andrews to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 102A, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0002-000-5.

SUMMARY:

- The applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental at Unit 102A of the Carlton Villas of Hutchinson Island Condominiums, located at 1180 Carlton Court. The subject condominium is a two-bedroom and two-bathroom condo unit. Each condo unit has one designated parking space, with additional guest parking spaces. The proposed Conditional Use will offer lodging of less than six months with a minimum stay of thirty-one days to guests.

- The property is located at the northwest corner of Carlton Court and Alhambra Street. The subject site is surrounded by multi-family housing to the north, south, east, and west. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

RECOMMENDATION:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following six (6) conditions:

1.The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2.Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3.The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4.There shall be a limitation of no more than no two (2) vehicles at the site.

5.The City of Fort Pierce Business Tax License number shall be included on all advertising.

6.The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

ALTERNATIVES:

•Approval with alternate conditions

•Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem and Tourism Tax Revenue

Attachments

staff presentation
Staff Report & Supporting Documents
Application Packet & Supporting Documents
Affidavit of Mailing & Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/15/2020 09:21 AM

Form Started By: Vennis Gilmore
Started On: 01/09/2020 04:48 PM
Final Approval Date: 01/15/2020

Conditional Use

1180 Carlton Court, Unit 102A

Aerial Map

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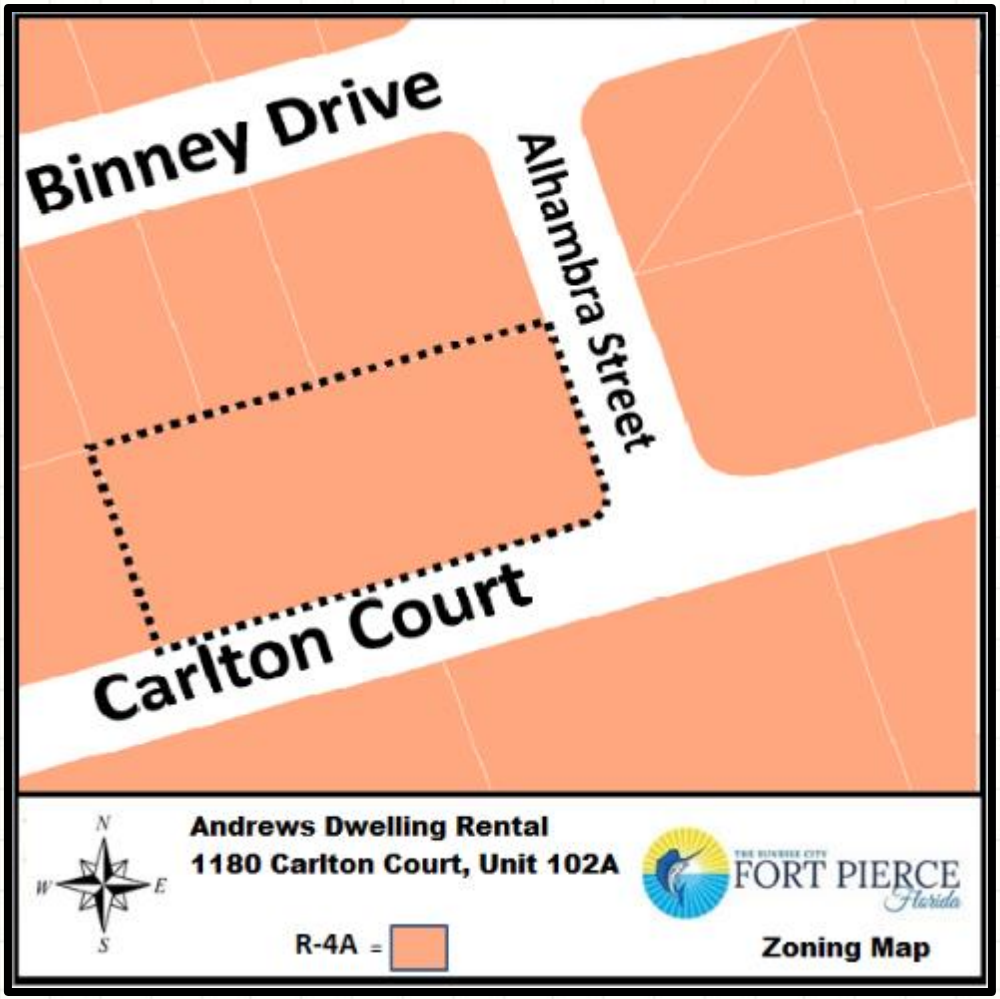
Andrews Dwelling Rental
1180 Carlton Court, Unit 102A
Aerial Map
FORT PIERCE
Florida

Zoning Map


Binney Drive
Alhambra Street
Carlton Court
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Andrews Dwelling Rental
1180 Carlton Court, Unit 102A
FORT PIERCE
Florida
R-4A =
Zoning Map

Andrews Dwelling Rental

Consideration of a Conditional Use With No New Construction – Andrews Dwelling Rental at 1180 Carlton Court, Unit 102A.

- Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The minimum rental period is identified as thirty-one days.

- Staff recommends **APPROVAL** subject to six (6) conditions

Synopsis for Recommendation

- Ordinance K-114 passed in 2001
- FL Legislature - 2011
  - Prohibits cities from denying STR rights
  - Conditional uses are allowed
- Quasi-Judicial Hearing
  - No Validated Evidence (Consistent with Code)
  - No COFP Code Enforcement or FPPD current violations
- Conditions of Approval are being added to protect the neighborhood

Adjacent Property Owner Responses

163 Notifications

0 = In favor (0%)

0 = In opposition (0%)

Staff Recommendation

Staff recommends **APPROVAL** subject to six (6) conditions:

1)The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2)Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3)The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

4)There shall be a limitation of no more than no two vehicles at the site.

Staff Recommendation

Staff recommends **APPROVAL** subject to six (6) conditions:

5)The City of Fort Pierce Business Tax License number shall be included on all advertising.

6)The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

Planning Board Recommendation

- The Planning Board, at their December 10, 2019 meeting voted 5-0 to recommend **Approval** of the request as presented.

CC Actions

Possible actions of the City Commission:

- APPROVE the proposed Conditional Use, subject to 6 Conditions and no changes
- APPROVE the proposed Conditional Use with changes
- DENY the proposed Conditional Use

Conditional Use

1180 Carlton Court, Unit 102A

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nicholas Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Vennis Gilmore, Planner
RE:	**Application for Conditional Use - Andrews Dwelling Rental** **1180 Carlton Court, Unit 102A**
BOARD DATE:	January 21, 2020

STAFF REPORT

Owner & Applicant: Douglas & Elizabeth Andrews
3007 Cedora Terrace
Port St. Lucie, FL 34953

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is identified as 31 days.

Location(s): 1180 Carlton Court, Unit 102A

Parcel ID: 2401-620-0002-000-5

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	HIR

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-4A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental at Unit 102A of the Carlton Villas of Hutchinson Island Condominiums, located at 1180 Carlton Court. The subject condominium is a two-bedroom and two-bathroom condo unit. Each condo unit has one designated parking space, with additional guest parking spaces. The proposed Conditional Use will offer lodging of less than six months with a minimum stay of thirty-one days to guests.

The property is located at the northwest corner of Carlton Court and Alhambra Street. The subject site is surrounded by multi-family housing to the north, south, east, and west. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

Dwelling Rentals

Pursuant to City Code Section 22-3. – Definitions - Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling Rental (dwelling unit)," and defined as follows: "One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis."

The State of Florida provides further classification of a dwelling that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (1) calendar month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a "Vacation Rental" if the duration of stays are less than 31 days. The rental of a dwelling for periods at a minimum of 31 days, but less than six (6) months, is a "Dwelling Rental," but not a "Vacation Rental."

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	**Vacation Rental**
Length of Stay	Less than six (6) months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Land Use and Zoning
The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight (8) dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The HIR district was previously referred to as "Medium Density Residential Hutchinson Island (Rmhi)."

The subject site is located within the Hutchinson Island Medium Density Residential Zone district (R-4A), which was established due to Hutchinson Island being a sensitive barrier island that presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

Parking
Pursuant to City Code Section 22-60 (d)b, motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condominium provides one (1) designated parking space, with additional shared guest parking spaces.

Conditional Use
As stated in City Code Section 22-74, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

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

Property Owner Response Summary
A total of 163 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of January 9, 2020, there have been no responses by adjacent property owners in opposition to the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation
The Planning Board, at their December 10th, 2019 meeting, voted 5-0 to recommend **Approval** of the request.

Staff Recommendation*:*
The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is

generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following six (6) conditions:

1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4) There shall be a limitation of no more than no two (2) vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

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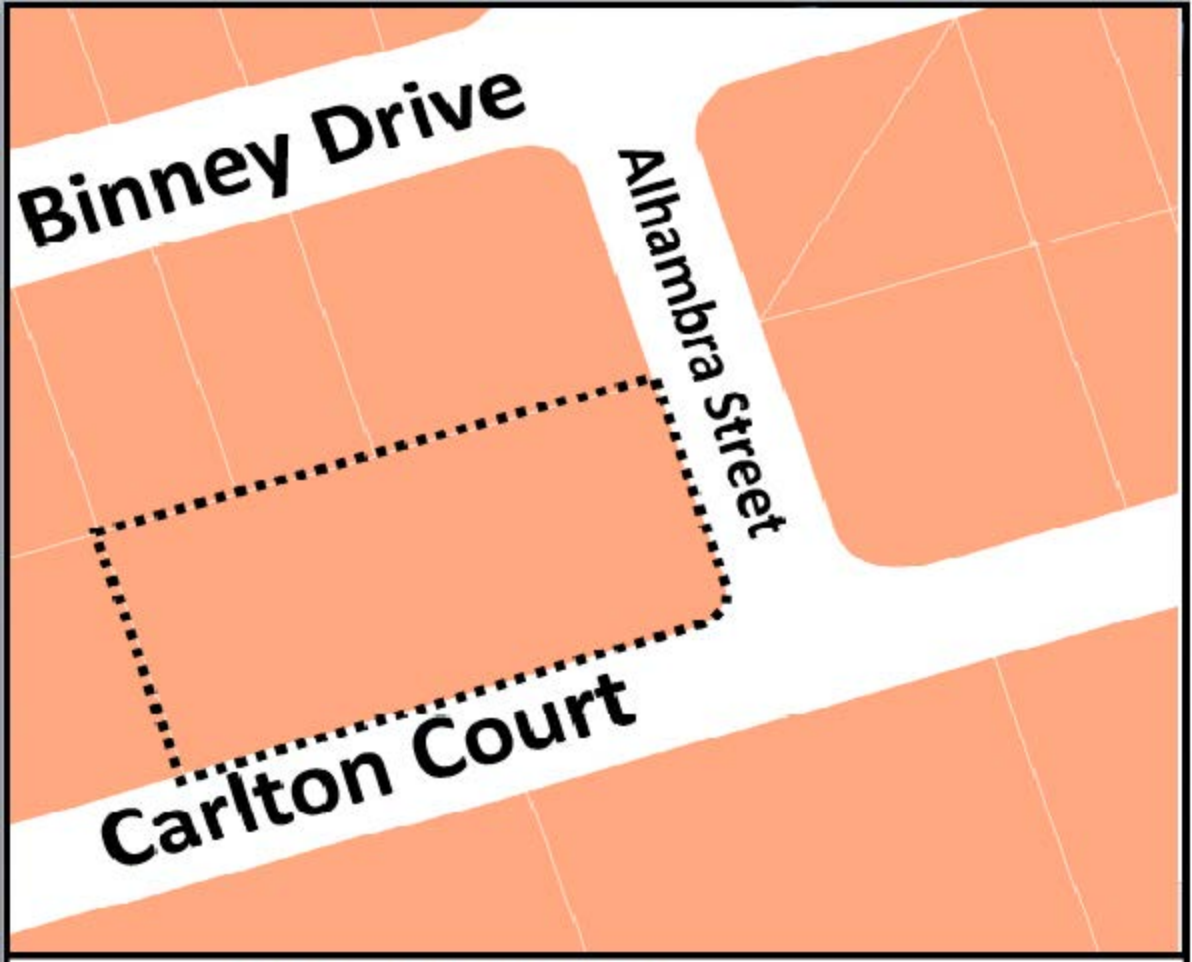
Andrews Dwelling Rental
1180 Carlton Court, Unit 102A

THE SUNRISE CITY
FORT PIERCE
Florida

Aerial Map



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Andrews Dwelling Rental
1180 Carlton Court, Unit 102A

THE SUNRISE CITY
FORT PIERCE
Florida

R-4A =

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Douglas & Elizabeth Andrews
3007 Cedora Terrace
Sebring, FL. 33970
Re: Conditional Use – Andrews Dwelling Rental – 1180 Carlton Court Unite 102A

Dear Mr. & Mrs. Andrews,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (Please Provide a Written Response and any revisions to all responsible Departments by November 29th to be placed on the December 10th Planning Board Agenda):

1) The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.

5) Limit no more than 2 vehicles.

6) Include the City of Fort Pierce Business Tax property control number on all advertising.

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3738 or by e-mail: mlewicka@cityoffortpierce.com and vgilmore@cityoffortpierce.com.

Sincerely,

Maria Lewicka
Planner

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

RECEIVED
NOV 15 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Meeting Date: 11.21.19
Property Address: 1180 Carlton Ct., Unit 102A
Property Name:
Project Name:
Planner: Maria Lewicka

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

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

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

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

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

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

☐ 7. Change of Use required

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

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

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 11/13/19

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

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

RE : 1180 Carlton Court Unit 102A – Andrews Residence
Conditional Use - TRC No. 19-04000013

DATE : November 13, 2019

This is to advise you that we have completed the review of the following documents as received by this office on November 7, 2019:

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

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [ ] Approval of Site Plan
- [x] Approval of Conditional Use
- [ ] C/O

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

- [ ] See attached for conditions of approval

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\Addresses\1180 Carlton Court\Conditional Use\Submittal No. 2 - 111319\CU Approval Memo - 111319.docx

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

Technical Review Committee meeting

November 21st, 2019

Case # 19-04000013

Conditional use with no new construction.

Andrews dwelling rental, 1180 Carlton Court, FP.

Comments:

No additional comments at this time

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Maria Lewicka, Historic Preservation Planner**

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

SUBJECT : **TRC # 19-0400013 – Andrews Vacation Rental**

DATE : **November 20, 2019**

Code Enforcement has the following comments:

1. It is recommended that Mr. Andrews consider including the following information in his rental application packet:
    a. Compliance with all local ordinances, including items like proper garbage can placement and noise violations.
    b. Advise if pets are permitted and if so, compliance with our local pet ordinances.
    c. The number of people permitted to stay at one time.
    d. The number of vehicles permitted and where they are required to be parked.
2. The owner is advised that short term rentals of 31 days to 6 months are required to have a SLC tourism tax, a Florida Sales Tax account as well as a City of Fort Pierce Business Tax Receipt.
3. The Code Enforcement case is complied as all ads have been removed, however, is still being monitored to ensure continued compliance. If the Conditional Use is approved, the ads may be reinstated but must comply with all the conditions imposed.

From: SANDERS, MARVIN E.
Sent: Tuesday, November 12, 2019 1:58 PM
To: Maria Lewicka
Subject: 19-04000013 Andrews Dwelling rental -School Board Comments

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

The St. Lucie County School District has reviewed the above reference project and have we do not have any comments or concerns.

Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986

9461 Brandywine Ln
Port St Lucie, FL 34986

St. Lucie
PUBLIC SCHOOLS

office 772.429.7547
cell 772.216.5755

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Conditional Use – No New Construction

Property address or Location 1180 Carlton Court 102 A, Fort Pierce, Fl. 34949

Parcel ID #(s) 2401-620-0002-000-5

Project description Short term rental (seasonal)

Douglas & Elizabeth Andrews
Property Owner(s)

3007 Cedora Terrace
Street Address

Sebring Fl. 33870
City State Zip

(863) 402-9193
Phone Number

andrdo2353@hotmail.com
Email Address

Applicant/Representative, Title, Company

← same
Street Address

City State Zip

mobile (863) 368-0112
Phone Number

Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Highlands

The foregoing instrument was acknowledged before me this 7th day of October, 2019, by Douglas M. Andrews who is personally known to me or has produced FL Dr Lic # A536-143-47-212-0 as identification. Elizabeth's A536-224-63-918-0

Signature of Notary (seal)

SUSAN HODO
Notary Public - State of Florida
Commission # GG 094397
My Comm. Expires Apr 16, 2021

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

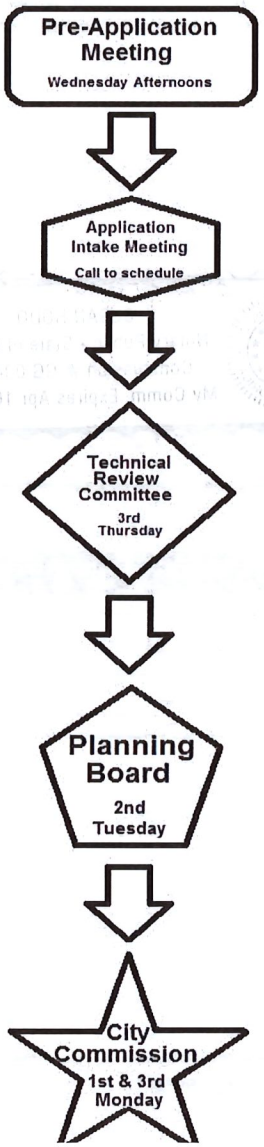
Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑ As-built survey;
  - ❑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑ Lighting plan
- ❑ Complete, notarized application

Application Outlook



Application Type:

- ❑ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

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

Property Identification

Site Address: 1180 CARLTON CT 102A
Sec/Town/Range: 01/35S/40E
Map ID: 24/01D
Zoning: HI Medium

Parcel ID: 2401-620-0002-000-5
Account #: 15578
Use Type: 0400
Jurisdiction: Fort Pierce

Ownership

Douglas M Andrews
Elizabeth D Andrews

3007 Cedora TER
Sebring, FL 33870

Legal Description

CARLTON VILLAS OF HUTCHINSON ISLAND UNIT 102A (OR 3838-939)

Current Values

Just/Market Value:	$102,800
Assessed Value:	$102,800
Exemptions:	$0
Taxable Value:	$102,800

Property taxes are subject to change upon change of ownership.

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

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

Total Areas

Finished/Under Air (SF):
Gross Sketched Area (SF):
Land Size (acres):
Land Size (SF):

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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CERTIFICATE OF SURVEYOR

I, STEPHEN J. BROWN, of Stuart, Florida, certify as follows:

1. That I am a Professional Land Surveyor, duly authorized to practice in the State of Florida, having Florida Certificate of Registration No. 4049.

2. That this Certificate is made in compliance with Chapter 718, Florida Statutes, as to CARLTON VILLAS OF HUTCHINSON ISLAND, a condominium, located in St. Lucie County, Florida.

3. That the construction of West Building "A" and East Building "B", being a part of the improvements described in the foregoing Declaration of Condominium is substantially complete so that with the Survey of land, together with the Site Plan, and the Plot Plans set forth in Exhibits B,C,D,E,F,G,H and I, all of which are attached hereto, showing the completed apartment building(s) and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.

Stephen J. Brown
Professional Land Surveyor
Certificate of Registration No. 4049
State of Florida

SWORN TO AND DESCRIBED before me this 16th day of NOVEMBER, 1987.

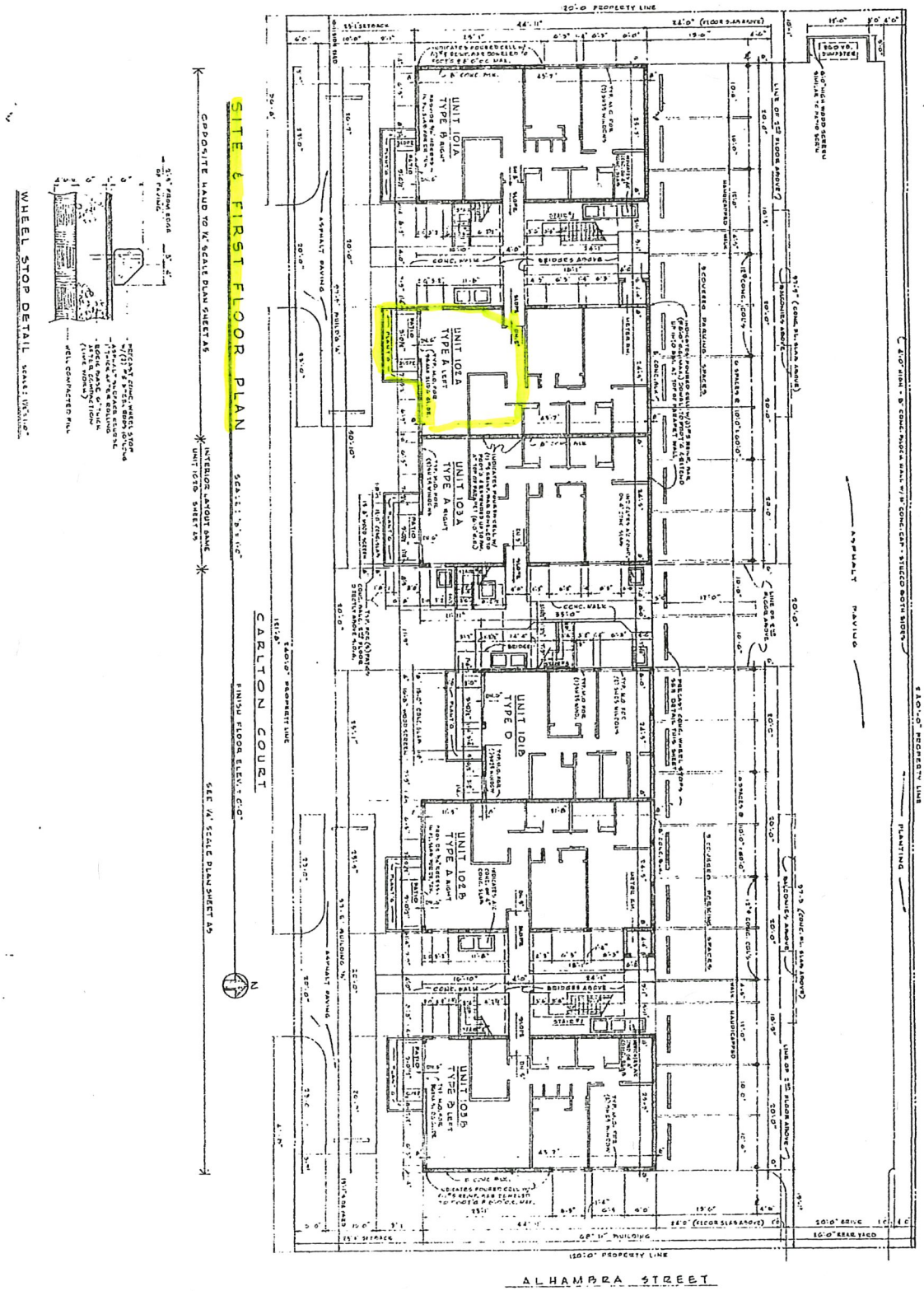
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 22,1991
BONDED THRU GENERAL INS. UND.

LAW OFFICES OF RICHARD D. SHEED, JR., P. A., 700 VIRGINIA AVENUE, SUITE 104-SUN BANK BLDG., FT. PIERCE, FLORIDA 33450 (305) 468-2030

EXHIBIT "B"
TITLE SURVEY
PREPARED FOR :
MARTIN - BROWNE INVESTMENTS , INC.
STEPHEN J. BROWN, INC.
OR BOOK 570 PAGE 2038
LOCATION MAP
LEGAL DESCRIPTION:
SURVEYOR'S CERTIFICATE
STEPHEN J. BROWN INC.
BOUNDARY SURVEY AND AS BUILT SITE PLAN



A2 sheet:	drawn by: K.L.M.	job no.: 661 01	CARLTON VILLAS FORT PIERCE, FLORIDA
	checked by: J.C	revisions: date / description	MATHERS & ASSOC. engineers surveyors JOHN D. COLBURN architect 295 florida street stuart, florida 305/287/0525 33497
	date: 11 FEB 85	9/6/85 STAIRS & RAILS	

EXHIBIT "B"

O R BOOK 570 PAGE 2008

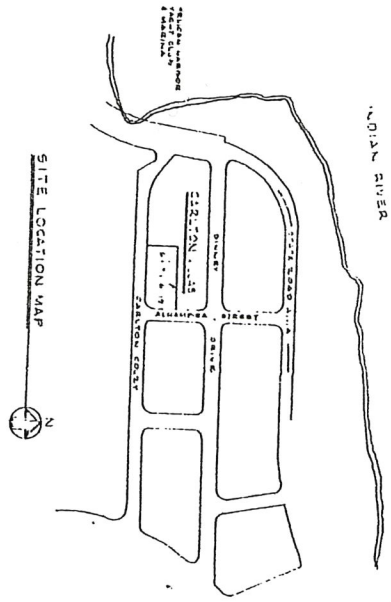
LEGAL DESCRIPTION: LOTS 6, 7, 8 & 9 - BLOCK 10 - FORT PIERCE BEACH SUBDIVISION
ST. LUCIE COUNTY, FLORIDA

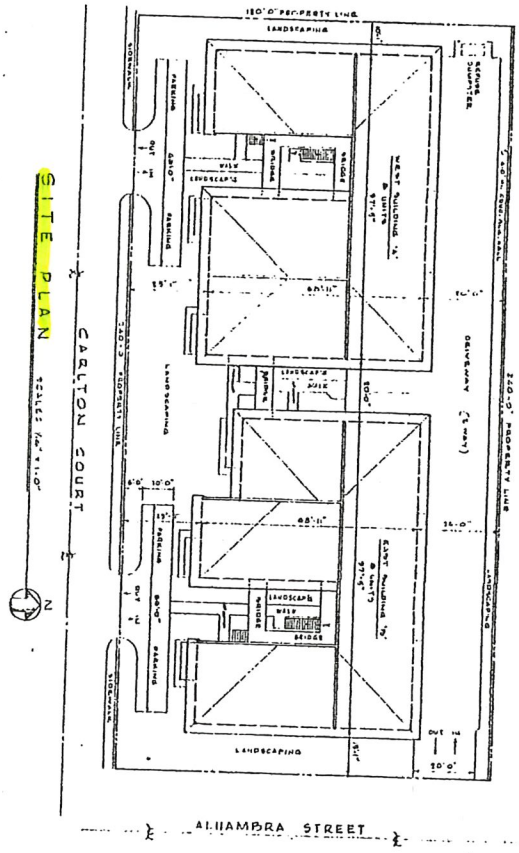
ZONING DATA:

CLASSIFICATION		R-7
DENSITY	ALLOWED	24 UNITS/ACRE
	REQUIRED	24 UNITS/ACRE
GROSS LOT AREA		18,800 SQ. FT.
GROUND COVERAGE	ALLOWED	11,750 SQ. FT. OR 40%
	PROVIDED	6,975 SQ. FT. OR 37%
SETBACKS	FRONT	25'-0"
	REAR	25'-0"
	INTERIOR SIDE	10'-0"
	STREET SIDE	15'-0"
DISTANCE BETWEEN BUILDINGS		20'-0"
MAXIMUM BUILDING HEIGHT		30'-0" (2 STORIES)

PARKING DATA:

REQUIRED	10 UNITS @ 1.5 SPACES/UNIT = 24 SPACES
PROVIDED	18 COVERED SPACES
	3 UNCOVERED SPACES
	21 SPACES TOTAL





GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES.
2. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE THE WORK COMMENCES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO THE WORK COMMENCING.
4. SITE LIGHTING SHALL BE DIRECTED AWAY FROM ADJACENT PROPERTIES.

A1 sheet:	drawn by: K.L.M.	job no.: 661 01	CARLTON VILLAS FORT PIERCE, FLORIDA
	checked by: JC	revisions:	
	date: 11 FEB 85	date: description:	
	scale: NOTED		

MATHERS & ASSOC.
engineers surveyors
JOHN D. COLBURN architect
295 florida street stuart, florida
305/287/0525 33497

EXHIBIT "B"

10/6/19

Hello,

My name is Douglas Andrews. My wife, Elizabeth, and I own property 1180 Carlton Court 102 A (Unit B) on Hutchinson Island. We would like to rent our unit for a minimum of 31 days. We would like to use ABC Realty as our realtor. They will also serve as the contact for a tenant. While my wife and I live in Sebring, I am retired and am at liberty to address any issues that may arise.

We purchased this unit in 2016 and enjoy it as a weekend retreat. It is nicely furnished and will serve well as a seasonal rental.

We have one covered reserved parking space behind the building and an extra "visitor" parking spot in front of the unit. The designated parking spaces run the length of the building. There are additional visitor spaces behind the building, adjacent to the reserved spaces.

The two-story building is CBS on the first floor and partial on the second. Our unit is located on the first floor. The whole property, which runs along the North side of Carlton Court, contains a total of 16 units and is rectangular in shape. All the buildings have a blue metal roof and hurricane rated windows and door which were installed in 2017.

Our unit is 1,195 square feet consisting of 2 bedrooms, 2 baths and a kitchen that has an opening/bar that overlooks an L shaped dining/living room area. A small combination washer/dryer unit is located in the kitchen. There is a small slab/sitting area facing the street that is accessed from the living room through a sliding glass the door.

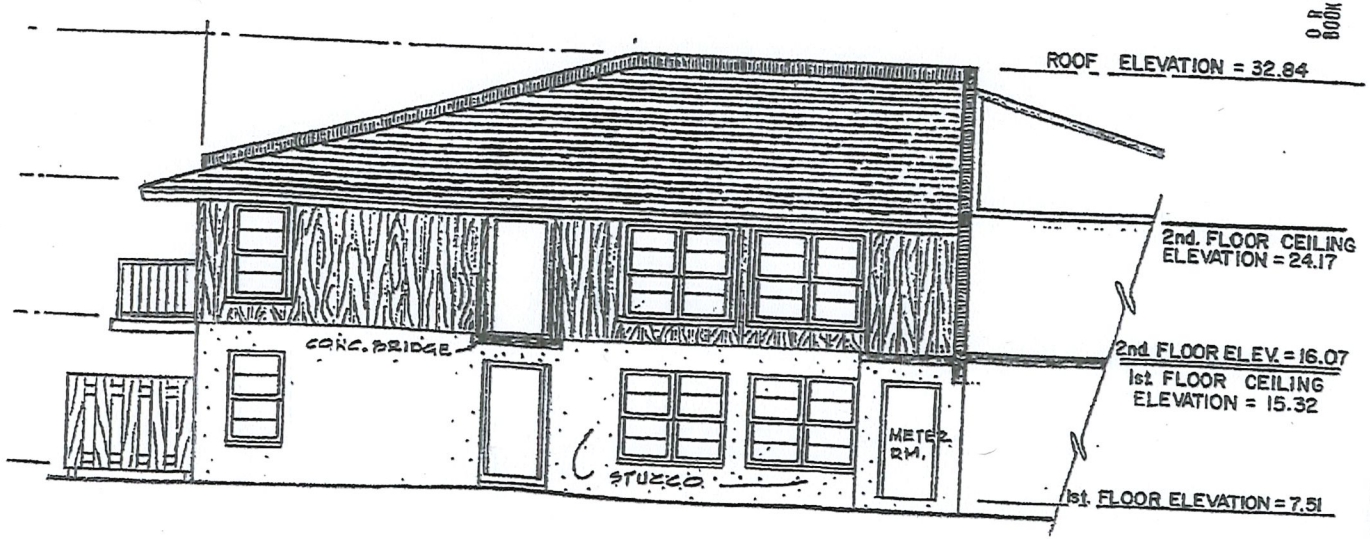
The unit is furnished with fire detectors and a fire extinguisher. All floors are tile.

For any questions, feel free to call me at (863) 402-9193 (home) or (863) 368-0112.

Sincerely,

Douglas M. Andrews

O.R. BOOK 570 PAGE 2037



AS BUILT ELEVATION PLAN

NOTE:ALL ELEVATIONS SHOWN HEREON ARE BASED UPON MEAN SEA LEVEL DATUM

STEPHEN J. BROWN INC.

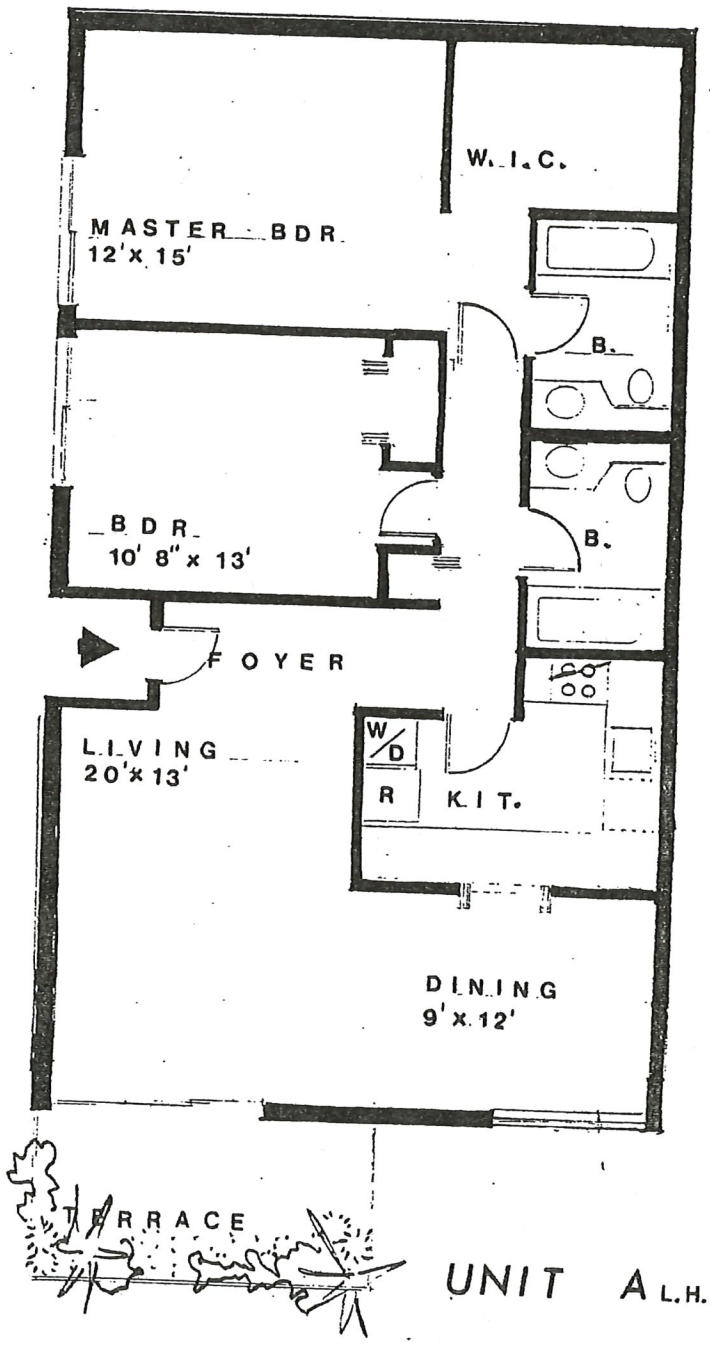
PREPARED FOR:
MARTIN - BROWNE INVESTMENTS, INC.

drawn by
checked by
date
scale
job no.
revisions
no. description

1 sheet one

Floor Plan

CARLTON VILLAS



UNIT A L.H. G. FL.

EXHIBIT "C"

O.R. BOOK 570 PAGE 2012

Exclusive Right to Lease Agreement

FloridaRealtors®

This Exclusive Right to Lease Agreement ("Agreement") is between

_____ ("Owner") and

_____ ("Broker")

1. AUTHORITY TO LEASE PROPERTY: Owner gives **Broker** the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the ____ day of _____, _____, and ending at 11:59 p.m. the ____ day of _____, _____ ("Leasing Period"). If the Property becomes vacant during the Leasing Period, **Owner** and **Broker** remain obligated to perform under this Agreement until the Leasing Period expires. **Owner** certifies and represents that he/she is legally entitled to lease the Property.

2. DESCRIPTION OF PROPERTY:

(a) Real Property: Street address: _____
Legal Description: _____

(b) Personal property, including appliances: _____
_____
_____

(c) Occupancy: Property ☐ is not currently occupied ☐ is currently occupied by ☐ Landlord ☐ Tenant. If tenant occupied, the lease term expires: _____

3. RENTAL RATE AND TERMS:

(a) **Rental Period and Rate:** ☐ Yearly $_____ ☐ Monthly $_____ ☐ Weekly $_____
☐ Seasonally $ _____ "Season" runs from _____ to _____
Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: _____
_____
_____

(b) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by ☐ **Owner** ☐ **Broker** in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)
☐ non-interest bearing account.
☐ interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to ☐ **Owner** ☐ **Broker**
☐ interest-bearing escrow account, tenant to receive _____% (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to ☐ **Owner** ☐ **Broker.**

☐ Advanced rent $ _____ ☐ Security Deposit: $ _____
☐ Pet deposit ☐ refundable ☐ nonrefundable $ _____
☐ Credit Report Fee: $ _____ ☐ Other: _____: $ _____
☐ Association Application Fee: $ _____ ☐ Other: _____: $ _____

(c) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.

(d) **Association Approval:** Application must be made (when) _____.

4. BROKER OBLIGATIONS: In consideration of **Owner's** agreement to enter into this Agreement, **Broker** agrees to use: diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by **Broker** or any other broker or sales associate; and to perform the following activities authorized by **Owner (check if applicable):**

☐ Display appropriate transaction signs, including a "For Rent" sign, on the Property.
☐ Use **Owner's** name in connection with marketing or advertising the Property.
☐ Use a lockbox system to access and show the Property.
☐ Request a credit check on prospective tenants at **Owner's** expense. **Broker** makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.
☐ Execute leases on behalf of **Owner** (**Owner** must execute a Special Power of Attorney authorizing **Broker** to lease Property on **Owner's** behalf).
☐ Compensate any subagents or cooperating brokers in the transaction, except when not in **Owner's** best interest.
☐ Withhold offers to lease Property once **Owner** enters into a binding lease agreement.
☐ Make a final inspection and inventory check of Property at conclusion of lease.
☐ Complete lease forms as permitted by law.
☐ Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).
☐ Other _____

ERL-10 Rev 7/18
Serial#: 049034-500157-0475146

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(a) **Advertising: Broker** agrees to use diligent effort to advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

(Owner opt-out) (Check one if applicable)

☐ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

☐ (ii) **Owner** does not authorize **Broker** to display the Property on the Internet.

Owner understands and acknowledges that if **Owner** selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____/_____ **Initials of Owner.**

(b) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Web site may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

☐ **Owner** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

☐ **Owner** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

5. OWNER OBLIGATIONS: In consideration of the obligations of **Broker, Owner** agrees:

(a) To cooperate with **Broker** in carrying out the purpose of this Agreement, including providing **Broker** with all documents needed by prospective tenant to seek Association or Board approval.

(b) To refer immediately to **Broker** all inquiries regarding the leasing of the Property.

(c) To make Property available for **Broker** access during reasonable times and furnish **Broker** with the following keys (specify number) for purposes of showing and delivering the Property; unit _____/ building access _____/ mailbox _____/ pool _____/ garage door/opener _____/ other _____

(d) To notify **Broker** in the event **Owner** or a tenant terminates a lease on the Property prior to lease expiration date.

(e) To inform **Broker** before conveying the Property.

(f) That the lockbox, if utilized, will be for the benefit of **Owner** and to release those working by or through **Broker** and **Broker's** local Board of Realtors from all liability and responsibility in connection with any loss which may occur.

(g) Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect **Broker** to impose such restrictions on the rental of the Property.

(h) To provide a written approval or denial of any applicant who is a servicemember as defined in F.S. 250.01 within seven (7) days after the receipt of a rental application. If denied, **Owner** will provide a reason for the denial.

(i) To provide complete and accurate information to **Broker** including disclosing all known facts that materially affect the value of the Property (see **Addendum** _____, entitled _____) If the Property was built in 1977 or earlier, **Owner** will provide **Broker** with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. **Owner** understands that the law requires the provision of this information to Broker and to prospective tenants before the tenants become obligated to lease the Property. **Owner** acknowledges that **Broker** will rely on **Owner's** representations regarding the Property when dealing with prospective tenants. **Owner** will immediately inform **Broker** of any material facts that arise after signing this Contract.

(j) To indemnify and hold harmless **Broker** and **Broker's** officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive **Broker's** performance and the transfer of title.

(k) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.

(l) To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. Owner acknowledges that it is Owner's responsibility to research the local ordinances to determine whether or not such ordinance exists and to determine whether a tenant is suitable for rental if such ordinance exists. Owner understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations Owner may wish to make.

6. COMPENSATION: **Owner** agrees to compensate **Broker** as follows, including paying any applicable taxes on **Broker's** services, if Owner enters into a lease of the Property with a tenant during the Leasing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the Leasing Period, **Broker** procures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement, or terms acceptable to **Owner**:

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(a) **Amount of Compensation: Owner** agrees to pay **Broker** the following fee(s):
☐_____% of the rent due in each Rental Period. ☐_____% of the gross value of the lease. ☐_____% of the first month's rent.
☐other (specify): _____
_____

(b) **Time and Manner of Payment:**
☐Broker will deduct its fee from rent collected by **Broker** after said rent becomes due and owing to **Owner**. If said rent is insufficient to cover **Broker's** fee, **Owner** will remit the balance within ____ calendar days after date on which rent becomes due.
☐**Owner** will pay **Broker's** fee within ____ calendar days after entering into a lease for the Property.
☐**Owner** will pay **Broker's** fee within ____ calendar days from the date on which each rent payment is due from tenant.
☐Other (specify): _____

(c) **New Leases and Renewals:** If Owner enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through Broker, Owner agrees to pay Broker as compensation in connection with the new lease(s) or renewal(s) the amount specified in Paragraph 6(a).

(d) **Protection Period: Owner** agrees to pay **Broker's** fee if, within ____ days after the end of the Leasing Period, **Owner** leases the Property to any prospects with whom **Broker** or any other broker communicated during the Leasing Period regarding leasing the Property. If requested, **Broker** must provide **Owner** with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if **Owner** enters into a good faith exclusive right to lease contract with another broker after Leasing Period ends.

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: Broker's office policy is to cooperate with all other brokers except when not in **Owner's** best interest ☐and to offer compensation in the amount of _____ % of the gross value of the lease, _____ % of the first month's rent or $ _____ to tenant's agents, who represent the interest of the tenant, and not the interest of Owner in a transaction; ☐and to offer compensation in the amount of _____ % of the gross value of the lease, _____ % of the first month's rent or $ _____ to a broker who has no brokerage relationship with the tenant or **Owner**; ☐and to offer compensation in the amount of _____ % of the gross value of the lease, _____ % of the first month's rent or $ _____ to transaction brokers for the tenant; ☐None of the above (if this is checked, the Property cannot be placed in the MLS.)

8. EARLY TERMINATION: If **Owner** decides not to lease the Property and **Broker** deems **Owner's** reason acceptable, **Owner** may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of $ _____ plus applicable sales tax. However, **Owner** agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Leasing and Protection Periods, **Broker** may void the early termination and Owner will be obligated to pay Broker the compensation set forth in paragraph 6(a), less the cancellation fee.

9. DISPUTE RESOLUTION: This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, **Owner** (_____) (_____), Listing Associate (_____) and Listing Broker (_____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

10. BROKERAGE RELATIONSHIP: Owner authorizes **Broker** to act as a (check which is applicable):

☐single agent of **Owner.**
☐transaction broker.
☐single agent of **Owner** with consent to transition into a transaction broker.
☐nonrepresentative of **Owner.**

11. MISCELLANEOUS: This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

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12. ADDITIONAL CLAUSES: _____

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: _____ Owner: _____ Tax ID: _____

Date: _____ Owner: _____ Tax ID: _____

Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Date: _____ Authorized Associate or Broker: _____

Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Copy returned to Owner on the _____ day of _____, _____ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

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Nonlawyer Disclosure

FloridaRealtors®

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

_____ told me that he/she is a nonlawyer and may not give legal
(*Name*)
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. _____ informed me that he/she is not a paralegal as defined by the
(*Name*)
rule and cannot call himself/herself a paralegal.

_____ told me that he/she may only type the factual information
(*Name*)
provided by me in writing into the blanks on the form. Except for typing, _____
(*Name*)
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in
(*Name*)
the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English.

_____ I cannot read English but this notice was read to me by _____
(*Name*)
in _____ which I understand.
(*Language*)

_____
Landlord or Tenant signature

_____
Licensee signature

_____
Landlord or Tenant signature

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Form Simplicity

RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME,CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)

FloridaRealtors®

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (*) OR A BLANK SPACE (_____) INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERMS AND PARTIES. This is a lease (the "Lease") for a period of _____ (number) months (the "Lease Term"), beginning _____ (month, day, year) and ending _____ (month, day, year), between _____ (name of owner of the property) and _____ (name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail Address: _____
Landlord's Telephone Number: _____
Tenant's E-mail Address: _____
Tenant's Telephone Number: _____

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. _____ in the building located at _____ (street address) known as _____ (name of apartment or condominium), _____ (city), Florida _____ (zip code), together with the following furniture and appliances:

_____

_____

_____

[List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of $_____ each on the_____ day of each _____ [month, week]
(a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is $_____ for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is $_____. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Tenant (_____) (_____) and Landlord (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 18.

Unless this box ☐ is checked, the Lease Payments must be paid in advance beginning _____ (date).

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ (date) through _____ (date) in the amount of $_____ and shall be due on _____ (date). (If rent paid monthly, prorate on a 30-day month.)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

☐ a security deposit of $ _____ to be paid upon signing the Lease.

☐ advance rent in the amount of $ _____ for the Rental Installment Periods of _____ to be paid upon signing the Lease.

☐ a pet deposit in the amount of $_____ to be paid upon signing the Lease.

☐ a late charge in the amount of $ _____ for each Lease Payment made more than _____ days after the date it is due.

☐ a bad check fee in the amount $ _____ (not to exceed $20.00 or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.

☐ Other:_____

☐ Other:_____

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

A. Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

C. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. _____ (name) is Landlord's Agent. All notices to Landlord and all Lease Payments must be sent to Landlord's Agent at _____ (address) unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord, subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the governing documents for the project, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed.

Unless this box ☐ is checked, Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month (If left blank, 7). Landlord's written approval is required to allow anyone else to occupy the Premises.

Unless this box ☐ is checked or a pet deposit has been paid, Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.

Unless this box ☐ is checked, no smoking is permitted in the Premises.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

A. Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keep the plumbing in reasonable working order. If the Premises are located in a condominium, Landlord and Tenant acknowledge that the maintenance of the structural elements and common areas is performed by the condominium association as part of the common area maintenance. Landlord shall assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item (or assure that the association takes care of the items if the Premises are located in a condominium).

☐ Landlord	☐ Tenant	Smoke Detectors
☐ Landlord	☐ Tenant	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
☐ Landlord	☐ Tenant	Locks and keys
☐ Landlord	☐ Tenant	Clean and safe condition of outside areas
☐ Landlord	☐ Tenant	Garbage removal and outside garbage receptacles
☐ Landlord	☐ Tenant	Running water
☐ Landlord	☐ Tenant	Hot water
☐ Landlord	☐ Tenant	Lawn
☐ Landlord	☐ Tenant	Heat
☐ Landlord	☐ Tenant	Air conditioning
☐ Landlord	☐ Tenant	Furniture
☐ Landlord	☐ Tenant	Appliances
☐ Landlord	☐ Tenant	Fixtures
☐ Landlord	☐ Tenant	Pool (including filters, machinery, and equipment)
☐ Landlord	☐ Tenant	Heating and air conditioning filters
☐ Landlord	☐ Tenant	Other: _____

Tenant's responsibility, if any, indicated above, shall not include major maintenance or major replacement of equipment.

Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.
Major maintenance or major replacement means a repair or replacement that costs more than $ _____.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:
1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. keep the Premises clean and sanitary;
3. remove all garbage from the dwelling unit in a clean and sanitary manner;
4. keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

X. UTILITIES. Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during the Lease Term except _____, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.).

XI. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XII. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

A. At any time for the protection or preservation of the Premises.
B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
1. with Tenant's consent;
2. in case of emergency;
3. when Tenant unreasonably withholds consent; or
4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

XIII. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XIV. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XV. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

XVI. ASSIGNMENT AND SUBLEASING. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

XVII. RISK OF LOSS. Subject to the next sentence, Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

XX. APPROVAL CONTINGENCY. If applicable, the Lease is conditioned upon approval of Tenant by the association that governs the Premises. Any application fee required by an association shall be paid by ☐ Landlord ☐ Tenant. If such approval is not obtained prior to commencement of Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Article V, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

XXII. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) _☐_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii) _☐_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
_____(b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) _☐_ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii) _☐_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____(c) Lessee has received copies of all information listed above.
_____(d) Lessee has received the pamphlet ***Protect Your Family From Lead in Your Home.***

Agent's Acknowledgment (initial)

_____(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____	_____	_____	_____
Lessor's signature	Date	Lessor's signature	Date
_____	_____	_____	_____
Lessee's signature	Date	Lessee's signature	Date
_____	_____	_____	_____
Agent's signature	Date	Agent's signature	Date

Tenant (_____) (_____) and Landlord (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 18.

XXIII. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover its reasonable court costs, including attorneys' fees, from the non-prevailing party.

XXIV. MISCELLANEOUS.

A. Time is of the essence of the performance of each party's obligations under the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

G. Landlord and Tenant will use good faith in performing their obligations under the Lease.

H. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

XXV. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX [____]FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

_____	_____
Landlord's Signature	Date
_____	_____
Landlord's Signature	Date
_____	_____
Tenant's Signature	Date
_____	_____
Tenant's Signature	Date

This form was completed with the assistance of:

Name of Individual: _____

Name of Business: _____

Address: _____

Telephone Number: _____

Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter 83, Florida Statutes to Be Attached

Tenant (_____) (_____) and Landlord (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 18.

Early Termination Fee/Liquidated Damages Addendum

[☐] I agree, as provided in the rental agreement, to pay $ _____ (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

[☐] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

_____ _____
Landlord's Signature Date

_____ _____
Landlord's Signature Date

_____ _____
Tenant's Signature Date

_____ _____
Tenant's Signature Date

PART II

RESIDENTIAL TENANCIES

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83.64 Retaliatory conduct.
83.67 Prohibited practices.
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83.682 Termination of rental agreement by a servicemember.
83.683 Rental application by a servicemember

83.40 Short title. --This part shall be known as the "Florida Residential Landlord and Tenant Act."
History. --s. 2, ch. 73-330.

83.41 Application. --This part applies to the rental of a dwelling unit.
History. --s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part. --This part does not apply to:
(1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
(3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
(5) Occupancy by an owner of a condominium unit.
History. --s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions. --As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:
(1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
(2) "Dwelling unit" means:
(a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
(b) A mobile home rented by a tenant.
(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
(3) "Landlord" means the owner or lessor of a dwelling unit.
(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
(6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
(7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
(8) "Good faith" means honesty in fact in the conduct or transaction concerned.
(9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
(10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
(13) "Legal holiday" means holidays observed by the clerk of the court.
(14) "Servicemember" shall have the same meaning as provided in s. 250.01.
(15) "Active duty" shall have the same meaning as provided in s. 250.01.
(16) "State active duty" shall have the same meaning as provided in s. 250.01.
(17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
(a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
(b) Charges for damages to the dwelling unit.
(c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.
History. --s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith. --Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.
History. --s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision. --
(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.
(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.
History. --s. 2, ch. 73-330.

83.46 Rent; duration of tenancies. --
(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.
(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.
(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.
History. --s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements. --
(1) A provision in a rental agreement is void and unenforceable to the extent that it:
(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.
History. --s. 2, ch. 73-330.

83.48 Attorney fees. --In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.
History. --s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant. --

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or $50, 000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of $250, 000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.
(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:
(a) Be given in person or by mail to the tenant.
(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
(c) State whether the tenant is entitled to interest on the deposit.
(d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:
(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.
(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.
(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.
(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).
(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.
(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.
(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.
(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.
(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.
(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.
History. --s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.
Note. --Former s. 83.261.

83.50 Disclosure of landlord's address. --In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.
History. --s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises. --
(1) The landlord at all times during the tenancy shall:
(a) Comply with the requirements of applicable building, housing, and health codes; or
(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.
(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Functioning facilities for heat during winter, running water, and hot water.
(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.
(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.
(d) This subsection shall not apply to a mobile home owned by a tenant.
(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.
History. --s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit. --The tenant at all times during the tenancy shall:
(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
History. --s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit. --
(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7: 30 a. m. and 8: 00 p. m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
(a) With the consent of the tenant;
(b) In case of emergency;
(c) When the tenant unreasonably withholds consent; or
(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.
(3) The landlord shall not abuse the right of access nor use it to harass the tenant.
History. --s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use. --No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.
History. --s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses. --Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.
History. --s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages. --If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.
History. --s. 2, ch. 73-330.

83.56 Termination of rental agreement. --

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:
(a) If the landlord's failure to comply renders the dwelling unit untenantable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.
(b) If the landlord's failure to comply does not render the dwelling unit untenantable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:
(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).
(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.
(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of , (year) .

(landlord's name, address and phone number)
(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.
(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:
1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
3. Post a new 3-day notice reflecting the new amount due.
(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).
(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.
(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History. --s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

83.561 Termination of rental agreement upon foreclosure. --
(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.
(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.
(b) The tenant is entitled to the protections of s. 83.67.
(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date). If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .
(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).
(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.
(3) This section does not apply if:
(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.
(b) The tenant's rental agreement is not the result of an arm's length transaction.
(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.
(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.
History. --s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term. --A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:
(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and
(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.
History. --s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration. --
(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.
(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.
(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.
History. --s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over. --If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.
History. --s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession. --
(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.
(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.
(3) The landlord shall not recover possession of a dwelling unit except:
(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;
(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or
(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.
(4) The prevailing party is entitled to have judgment for costs and execution therefor.
History. --s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant. --If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:
(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;
(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;
(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or
(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

☐ I agree, as provided in the rental agreement, to pay $_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.
(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.
(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.
History. --s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure. --
(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.
(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.
(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.
History. --s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing. --When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.
History. --s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord. --
(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.
(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.
History. --s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment. --In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.
History. --s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage. --If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History. --s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct. --
(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:
(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
(b) The tenant has organized, encouraged, or participated in a tenant organization;
(c) The tenant has complained to the landlord pursuant to s. 83.56(1);
(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.
(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.
(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.
(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.
History. --s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

83.67 Prohibited practices. --
(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.
(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.
(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.
(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.
(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).
(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.
(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.
(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).
History. --s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part. --
(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.
(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.
(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or $300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.
History. --s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember. --
(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:
(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.
(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.
(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.
(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.
History. --s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember. --
(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.
(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Andrews Dwelling Rental - 1180 Carlton Court Unit 102A

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

NOTICE BY NEWSPAPER: January 5th, 2020

NOTICE BY MAIL: January 10th, 2020

NOTICE BY SIGNS: January 10th, 2020

VERIFIED BY: Vennis Gilmore **TITLE:** Planner

SIGNATURE: **DATE:** January 10th, 2020

1
Flamingo Properties LLC
5211 Hickory Dr
Fort Pierce; FL 34982

2
DOCKSIDE VIEW LLC
2751 NE 48th ST
Lighthouse Point; FL 33064-7113

3
Kathy Jo S Bowden
1141 Seaway DR
Fort Pierce; FL 34949-3145

4
Gloria Regoli
5800 Riviera Dr
Coral Gables; FL 33146-2753

5
Jacobs Holding Midway LLC
4701 Oleander AVE
Fort Pierce; FL 34982-4209

6
Alberto A Moragues Jr
256 Marina DR
Hutchinson Island; FL 34949-8817

7
Catherine Nygard
1152 Binney Dr
Fort Pierce; FL 34949-2721

8
Glynda Cavalcanti
1503 Faber CT
Fort Pierce; FL 34949-3552

9
Beach House Investments LLC
822 NE 71st ST
Boca Raton; FL 33487-2436

10
John T Readler and Jackie L Ellis-Readler
78 Bennett RD
Bloomsburg; PA 17815-6535

11
Jimmy Johnson and Robin Johnson
1181 Binney DR
Fort Pierce; FL 34949-3115

12
James M Nole
1147 Hernando ST
Fort Pierce; FL 34949-3347

13
Harry K Johnson
1171 Binney DR
Fort Pierce; FL 34949-2708

14
Douglas H Bowen and Paul D Watson
5315 Lodge Creek Dr
Houston; TX 77066

15
Anthony Hoeffner Jr and Carol Hoeffner
215 Carman Ave
East Rockaway; NY 11518-1707

16
Carlton/103 Investment Co LLC
2746 Country Club BLVD
Orange Park; FL 32073-5712

17
Answorth Properties Inc
1299 Ocean AVE; Unit Fl 2
Santa Monica; CA 90401-1036

18
B & L Development LLC.
1102 Colonnades Drive
Fort Pierce; FL 34949-8359

19
Westie Holdings LLC
1188 Commodore CT; Unit Unit 101
Fort Pierce; FL 34949-3070

20
Peter J Bauer
1702 Frances Court
Fort Pierce; FL 34949-3615

21
Eva Valentine
4127 Burns Rd
Palm Beach Gardens; FL 33410

22
Bobby G Beams
1211 Seaway Dr
Fort Pierce; FL 34949-3147

23
Jonathan Nolli
527 Indigo AVE
Wellington; FL 33414-8158

24
Anthony Lascala and Tina Moore
10 Pilar LN
Oakdale; NY 11769-1645

25
Terri L Duda (TR)
108 Alhambra
Fort Pierce; FL 34949

26
Leon E Sterle
PO Box 3744
Fort Pierce; FL 34948-3744

27
Barbara A Stoudt (TR)
1234 Binney DR
Fort Pierce; FL 34949-3114

28
Jerous A Vincent
1240 Binney Dr
Fort Pierce; FL 34949-3114

29
Glenn J Northey and Vera L Seeman-Northey
109 River Oak Dr
Vero Beach; FL 32963

30
Scott J Holmes (TR)
PO Box 2804
Jensen Beach; FL 34958-2804

31
Patrick W Byrne
1231 Binney DR; Unit Unit A
Fort Pierce; FL 34949-2710

32
Patrick Byrne and Erin N Byrne
1221 Binney DR
Fort Pierce; FL 34949-2709

33
Joyce Bevilheimer Tomlinson and Corrine Stubblebine
1201 Binney Dr Apt B
Fort Pierce; FL 34949-2748

34
Labelle Mer LLC
1809 Eucalyptus AVE
Fort Pierce; FL 34949-3410

35
Sharilyn Jane Phillips
1226 Carlton CT
Fort Pierce; FL 34949-3061

36
Salvatore Ruffo
1663 Dekalb AVE
Brooklyn; NY 11237-4019

37
Patricia M Taulbee and Donald C Taulbee
221 Balboa ST; Unit Apt A
Fort Pierce; FL 34949-2907

38
Beverly D Butt (LF EST)
801 S Ocean DR; Unit Apt 1002
Fort Pierce; FL 34949-3382

39
Emma A Douglass
1154 NE Lynmoor DR
Brookhaven; GA 30319-4126

40
JLB Investments Inc
PO Box 3484
Spartanburg; SC 29304-3484

41
Eric Rolando Ascoli (TR) and Rebecca Grant Ascoli (TR)
20 Orange AVE; Unit Apt 202
Fort Pierce; FL 34950-4339

42
Mark G Roy
8159 Miller RD
Swartz Creek; MI 48473-1336

43
Anita L Furtado (LF EST)
1200 Colonnades Dr Unit 106
Fort Pierce; FL 34949-3065

44
Frances Livesey (LF EST)
1200 Colonnades DR; Unit Unit 107
Fort Pierce; FL 34949-3065

45
Edward D Gintert Jr
1665 NW Denison NW AVE
Warren; OH 44485-1716

46
Henry Zalegowski and Leslie Henriques
1200 Colonnades Dr Unit 109
Fort Pierce; FL 34949-3065

47
Jane Deane and Malcolm Rowand
1200 Colonnades DR; Unit Unit 110
Fort Pierce; FL 34949-3065

48
Linda Kissel
184 Ballston AVE
Saratoga Springs; NY 12866-4719

49
John L Lane III (TR)
1200 Colonnades DR; Unit Unit 202
Fort Pierce; FL 34949-3036

50
Joseph A DaSilva and Judy R DaSilva
1269 SW Moonlite CV
Port St Lucie; FL 34986-2017

51
Joseph G Laine
1200 Colonnades DR; Unit Unit 204
Fort Pierce; FL 34949-3036

52
Robert Smith (LF EST)
1200 Colonnades DR; Unit Unit 205
Fort Pierce; FL 34949-3036

53
Richard E Mollett (TR) and Helene C Johnson (TR)
1200 Colonnades Dr Unit 206
Fort Pierce; FL 34949-3036

54
Dennis L Vines and Joyce K Vines
220 Potomac AVE
Terre Haute; IN 47803-1634

55
Richard Mueller (TR) and Domenic Lombardo
1910 NE 7th CT
Fort Lauderdale; FL 33304-3405

56
Karen G Allen
4701 Eagle DR
Fort Pierce; FL 34951-2369

57
Paul V Spivey and Dorothy J Spivey
1200 Colonnades Dr Apt 210
Fort Pierce; FL 34949-3036

58
Colonades Condominium Association No 7 Inc
1140 Bayshore DR
Fort Pierce; FL 34949-3044

59
Ronald P Miller
323 Leeward Ln Apt 101
Fort Pierce; FL 34949-3074

60
Patricia D Ireland
323 Leeward LN; Unit Apt 102
Fort Pierce; FL 34949-3074

61
Cherry Chandler (LF EST)
323 Leeward LN; Unit Apt 103
Fort Pierce; FL 34949-3074

62
Bruce Heinssen
323 Leeward Ln Apt 104
Fort Pierce; FL 34949-3074

63
Gerald A Wissing
323 Leeward LN; Unit Apt 105
Fort Pierce; FL 34949-3074

64
John E Poyer and Rita K Poyer
N2698 Row Rd
Merrill; WI 54452

65
Dyana Boyd-Voss
323 Leeward LN; Unit Apt 202
Fort Pierce; FL 34949-3031

66
Akhtar Quraishi
PO Box 2085
Fort Pierce; FL 34954-2085

67
Daniel J McCormick (TR)
323 Leeward LN; Unit Apt 204
Fort Pierce; FL 34949-3031

68
Laura J Rasche (LF EST)
323 Leeward LN; Unit Apt 205
Fort Pierce; FL 34949-3031

69
Margaret Klein
20409 White Bark DR
Strongsville; OH 44149-5641

70
Mary Merlene Armstrong
100 Riverview DR
Winfield; WV 25213-7965

71
David Dineley and Sandra Dineley
1110 S 11th ST
Fort Pierce; FL 34950-9201

72
Charles J Egrich and Colleen Long
1151 Carlton CT; Unit Apt 104
Fort Pierce; FL 34949-3009

73
George Morrison and Mariangela A Morrison
1151 Carlton CT; Unit Apt 105
Fort Pierce; FL 34949-3009

74
Evelyn Tayag
1151 Carlton CT; Unit Apt 201
Fort Pierce; FL 34949-3026

75
Colonnades IV LLC
1111 Fernandina ST
Fort Pierce; FL 34949-3375

76
Mary Kendle and Bennett Kendle
1151 Carlton CT; Unit Apt 203
Fort Pierce; FL 34949-3026

77
Dominic P Merenda and Joan A Merenda
1801 Plover AVE
Fort Pierce; FL 34949-3425

78
Albert Montouro Jr and Patricia Montouro
8 Stratford CT
Carnegie; PA 15106-1573

79
William Hatt
1172 Commodore CT; Unit Unit 101
Fort Pierce; FL 34949-3069

80
Thomas Crutchfield and Tyler Mayo
675 Walton Ave #5D
Bronx; NY 10451

81
William J Taylor III (LF EST) and Lillie M Taylor (LF EST)
1172 Commodore CT; Unit Unit 103
Fort Pierce; FL 34949-3069

82
Barbara J Riedel and Charles E Riedel
6 Sylvan AVE
Delmar; NY 12054-3312

83
Geoffrey Beiser and Renee Beiser
1172 Commodore Ct Unit 105
Fort Pierce; FL 34949-3069

84
Thomas G Collins and Angella P Collins
1172 Commodore CT; Unit Unit 106
Fort Pierce; FL 34949-3069

85
Mary L Havey (TR)
1172 Commodore Ct Unit 201
Fort Pierce; FL 34949-3032

86
Ronald J Miller and Denise Miller
Box 3763
Carstairs; AB T0M 0N0

87
Ann M Madden (TR)
1172 Commodore Ct Unit 203
Fort Pierce; FL 34949-3032

88
Fort Pierce Rentals LLC
900 Valleyview Rd
Pittsburgh; PA 15243

89
Lois L Vymola (LFE EST)
1172 Commodore Ct Apt 205
Fort Pierce; FL 34949-3032

90
Frederick H Wrather (LF EST)
1172 Commodore CT; Unit Unit 206
Fort Pierce; FL 34949-3032

91
Donald Mangus and Jennifer Flynn
1181 Carlton CT; Unit Apt 101
Fort Pierce; FL 34949-3060

92
Judith J Shaffer
1181 Carlton CT; Unit 102
Fort Pierce; FL 34949-3060

93
Jaime Alberti and Olivia Alberti
1181 Carlton CT; Unit Apt 103
Fort Pierce; FL 34949-3060

94
Doris A Watson
1181 Carlton CT; Unit Apt 104
Fort Pierce; FL 34949-3060

95
Angelica Timpe
1203 Lake LOOP
Winter Haven; FL 33880-1151

96
Randall M Payne and Roxanne M Payne
4310 N 168th AVE
Walkerville; MI 49459-9556

97
Bruce Tanguay and Mara Tanguay
1181 Carlton CT; Unit Apt 201
Fort Pierce; FL 34949-3027

98
Barbara A Ceusters
1181 Carlton CT; Unit Apt 202
Fort Pierce; FL 34949-3027

99
Matthew Turnbull and Lynn Turnbull
479 Ridge RD
Campbell Hall; NY 10916-2606

100
Herbert J Conover
1181 Carlton CT; Unit Apt 204
Fort Pierce; FL 34949-3027

101
Donna Lynne Klein
1181 Carlton CT; Unit Apt 205
Fort Pierce; FL 34949-3027

102
Mary Ann Michaud
1181 Carlton CT; Unit Apt 206
Fort Pierce; FL 34949-3027

103
Timothy P Morrissey and Patricia A Fessel
1188 Commodore Ct Unit 101
Fort Pierce; FL 34949-3070

104
Ronald A Miller (TR)
6186 Dorchester WAY
Vero Beach; FL 32966-6488

105
Aerolene I Cox and Renee Beiser
1188 Commodore CT; Unit Unit 103
Fort Pierce; FL 34949-3070

106
Gregory K Kramer (EST)
1188 Commodore Ct Unit 104
Fort Pierce; FL 34949-3070

107
Candace E Banack
1188 Commodore CT; Unit Unit 105
Fort Pierce; FL 34949-3070

108
Anthony E Stefan and Eileen A Kenney
1188 Commodore Ct #106
Fort Pierce; FL 34949

109
Carl G Truhlar and Ruth A Truhlar
11651 Camelot Ln
Orland Park; IL 60467

110
Danny D Hobbs and Vanessa Hobbs
1188 Commodore Ct #202
Fort Pierce; FL 34949-3033

111
Keith W Hill and Joyce M Hill
1188 Commodore CT; Unit Unit 203
Fort Pierce; FL 34949-3033

112
Lester E Savory Jr and Lucy L Savory
175 S Sandusky ST; Unit Unit 396
Delaware; OH 43015-2621

113
Richard B Hampton (TR) and Sherri C Hampton (TR)
1188 Commodore CT; Unit Unit 205
Fort Pierce; FL 34949-3033

114
William R Fraser (TR)
1188 Commodore CT; Unit Unit 206
Fort Pierce; FL 34949-3033

115
Robert S Flor
1245 Carlton CT; Unit Apt 101
Fort Pierce; FL 34949-3080

116
Kathleen A Thomas
1817 SE Hideaway CIR
Port St Lucie; FL 34952-4813

117
Lynn E Hale
1245 Carlton CT; Unit Apt 103
Fort Pierce; FL 34949-3080

118
Jennifer A John
35 W Harbour Isle W DR; Unit Unit 104
Fort Pierce; FL 34949-2787

119
Phyllis A McAllister (LF EST)
1245 Carlton CT; Unit Apt 105
Fort Pierce; FL 34949-3080

120
Barbara A Charles (TR)
2400 S Ocean DR; Unit Apt 4191
Fort Pierce; FL 34949-7979

121
Robert F Dorado and Janet D Yost (TR) and Robert E Yost Jr (TR)
9 Chestnut CIR
Mount Hope; WV 25880-1012

122
Ethel M King
1245 Carlton CT; Unit Apt 202
Fort Pierce; FL 34949-3035

123
Brenda M Oxenreiter
259 Winterhill LN
Trafford; PA 15085-9738

124
Michael Donnelly and Josephine D Donnelly
2580 Jernigan RD
Fort Pierce; FL 34945-2251

125
Steven J Tonkovich and Darla J Grober
PO Box 185
Millbrook; IL 60536-0185

126
Ronald Randle and Cynthia Randle
17420 Forrister RD
Hudson; MI 49247-9720

127
Gerard J Schmitt
1225 Carlton CT; Unit Apt 101
Fort Pierce; FL 34949-3078

128
David R Besso and Paula T Besso
PO Box 807
East Sandwich; MA 02537-0807

129
Ellen Maness
5921 N Moccasin TRL
Tucson; AZ 85750-0810

130
Joseph P Stone and Marilyn Stone
5029 Russell RD
Woolford; MD 21677-1322

131
William L Kicklighter Jr
1225 Carlton CT; Unit Apt 105
Fort Pierce; FL 34949-3078

132
James A Crory and David P Crory
1225 Carlton CT; Unit Apt 106
Fort Pierce; FL 34949-3078

133
John L Grossenbacher (TR) and Laurie K Grossenbacher (TR)
111 E 172nd E ST
Bradenton; FL 34212-3070

134
Kathy Jo Bowden
10587 SW Stratton DR
Port St Lucie; FL 34987-1950

135
Timothy A Rieck
1225 Carlton CT; Unit Apt 203
Fort Pierce; FL 34949-3034

136
Alan D Lorenger (TR) (EST)
53290 County Line RD
New Baltimore; MI 48047-1144

137
Harford Field III and Doris S Field
11280 Big Canoe
Big Canoe; GA 30143-5104

138
Al Bernetti and Suzanne Bernetti
1225 Carlton CT; Unit Apt 206
Fort Pierce; FL 34949-3034

139
Carlton Villas of Hutchinson Island Condominium Association Inc
1180 Carlton CT
Fort Pierce; FL 34949-3095

140
Alexander F Coker
1180 Carlton CT; Unit # 101A
Fort Pierce; FL 34949-3095

141
Douglas M Andrews and Elizabeth D Andrews
3007 Cedora TER
Sebring; FL 33870-6829

142
James B Hendricks and Melanie Z Hendricks
60 Sabal Cay CT
New Smyrna Beach; FL 32169-5321

143
David J Malizia and Donna K Malizia
937 Edwards RD
Fort Pierce; FL 34982-6211

144
Dale J McTaggart
1180 Carlton CT; Unit Apt E
Fort Pierce; FL 34949-3081

145
David Apperson and Joyce Apperson
4742 Amos RD
White Hall; MD 21161-9689

146
Armando Andreu and Maritza Andreu
1180 Carlton CT; Unit # 207A
Fort Pierce; FL 34949-3095

147
Karla R Anderson
1180 Carlton CT; Unit Apt G
Fort Pierce; FL 34949-3081

148
Miles S Davis and Mary H Davis
1316 Rock Lodge RD
Mc Henry; MD 21541-1262

149
George M Connolly
1180 Carlton Ct Apt J
Fort Pierce; FL 34949-3075

150
Jennifer L Bornick
1180 Carlton CT; Unit # 103B
Fort Pierce; FL 34949-3095

151
Felix Perez and Jasselle Perez
193 NW Magnolia Lakes BLVD
Port Saint Lucie; FL 34986-3568

152
John G Korswold
1180 Carlton CT; Unit # 205B
Fort Pierce; FL 34949-3095

153
Alex Olsen and Lisa Worden
1180 Carlton CT; Unit # N
Fort Pierce; FL 34949-3095

154
Travis Hauge and Christine L Hauge and Terry L Hauge
1180 Carlton CT; Unit Apt P
Fort Pierce; FL 34949-3075

155
Kevin G Spicer and Denise L Miller-Spicer
1180 Carlton CT; Unit Unit 208B
Fort Pierce; FL 34949-3095

156
Benjamin Palmitier and Taylor Palmitier
1309 Carlton CT
Fort Pierce; FL 34949-3054

157
Florida Beach and Golf Retreats LLC
7128 Maidstone DR
Port St Lucie; FL 34986-3346

158
Gary M Lavigne
1322 Bonefish Ct
Fort Pierce; FL 34949-2903

159
Lori Wadsworth
1312 Bonefish Ct
Fort Pierce; FL 34949-2903

160
Daniel J Holtman
1302 Bonefish Ct
Fort Pierce; FL 34949

161
Michael L Sherman and Joanne Sherman
1252 Bonefish CT
Fort Pierce; FL 34949-2901

162
Frank P Whitridge and Lee Whitridge
1232 Bonefish Ct
Fort Pierce; FL 34949-2901

163
Michelle T Steele and Ethan A Steele
1230 Bonefish Ct
Fort Pierce; FL 34949-2901

N
W E
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Adjacent Property Owner Map

THE SUNRISE CITY
FORT PIERCE
Florida

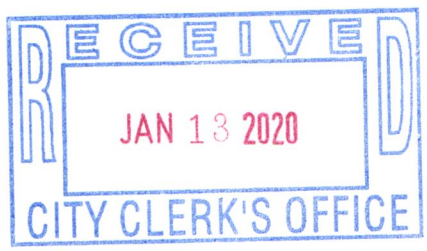
1180 Carlton Court, Unit 102A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION



CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

January 5, 2020

Subscribed and sworn to before on January 5, 2020:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $137.28
Ad No: 0003979036
Customer No: 1330884
PO #:

This is not an invoice

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-142 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, January 21, 2020 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Conditional Use with No New Construction submitted by property owners Douglas & Elizabeth Andrews to operate a Dwelling Rental, offering lodging for less than six (6) months, with a minimum of thirty-one (31) days, at 1180 Carlton Court, Unit 102A, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0002-000-5.

2. Application for Conditional Use with No New Construction submitted by property owner Faye Owens and Applicant Tekeyshia Owens to operate a Daycare, at 1504 Avenue F, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2404-817-0036-000-5.

3. Application for Conditional Use with New Construction and Design Review submitted by property owner St. Peter Evangelical Lutheran and Applicant Southcrest Management to construct and operate a Charter School, at 2900 South Jenkins Road, Fort Pierce, FL. The property is zoned Single Family Intermediate Density Zone (R-2), Parcel ID: 2419-333-0001-000-2.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCHPERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 01/05/20
TCN3979036

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

Meeting Date: 01/21/2020

Re: Condtional Use - Precious Lambs Daycare - 1504 Avenue F

SUBJECT:

Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner Faye Owens and Applicant Tekeyshia Owens to operate a Daycare, at 1504 Avenue F, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2404-817-0036-000-5.

SUMMARY:

- In accordance to City Code Sections 22-22 and 22-76, the applicant is requesting the review and approval of a Conditional Use in order to convert an existing single-family home into a daycare center at 1504 Avenue F.
- The City Commission previously approved this application and request on April 16, 2012. The applicant has spent that past seven (7) years bringing the home and property up to the current code. During which time, the Conditional Use approval lapsed. The applicant only requires approval for the use of a daycare on the site as building permits have already been applied for and approved by all departments.
- 70 letters were sent out to property owners within 500 feet of the subject property. 2 letters have been returned approving the request. An update will be given at the City Commission meeting.
- The Planning Board at their meeting on December 10, 2019 meeting voted 5-0 to recommend approval of the request as presented.

RECOMMENDATION:

Approve with one (1) Condition

ALTERNATIVES:

Approve with Alternate Conditions
Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

staff presentation
staff report
Staff Supporting Documents
Applicant Packet & Submitted Documents
Affidavit of Notification & Mailing
Public Notification Certification
Proof of Publication

Form Review

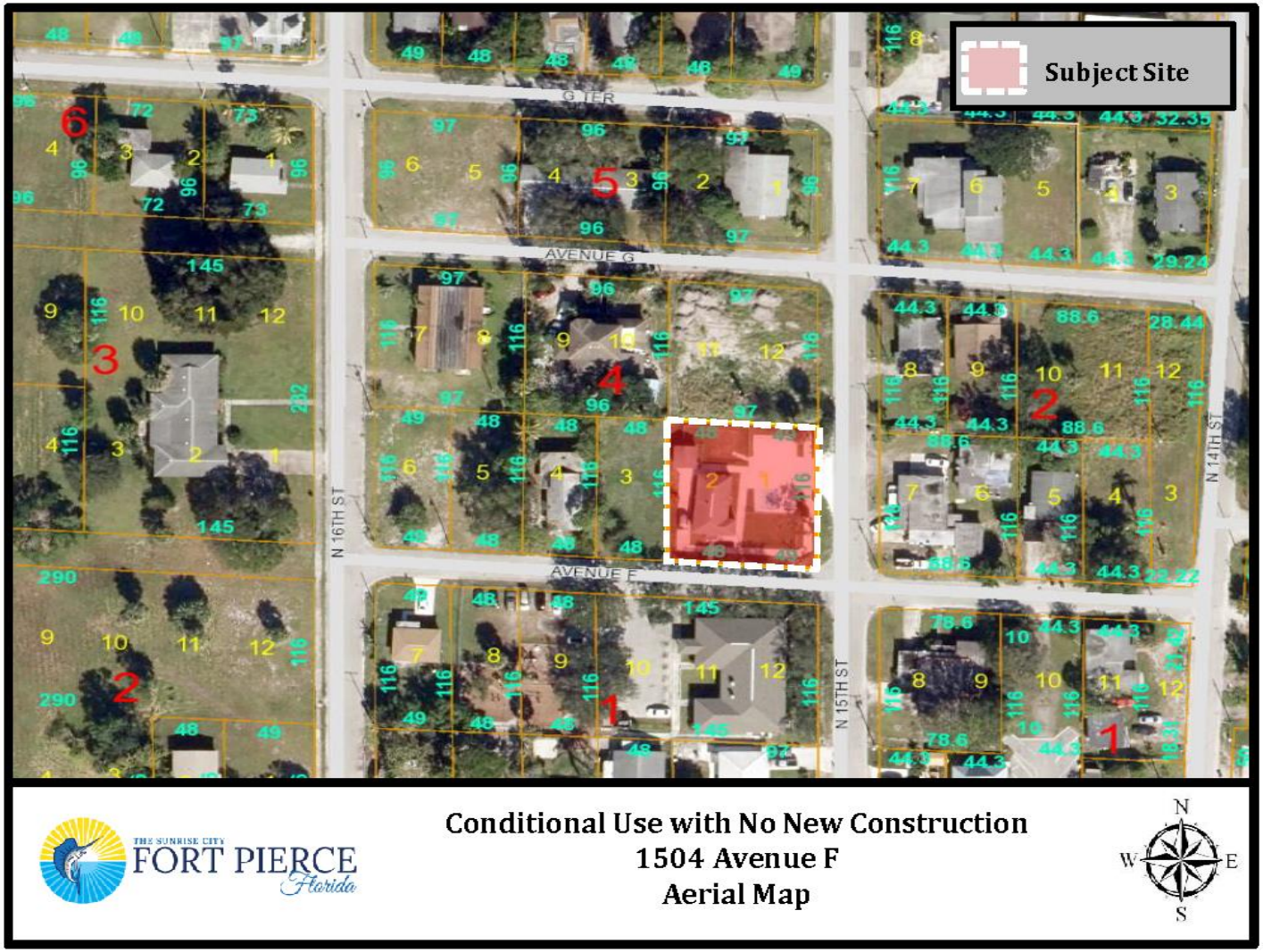
Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/15/2020 09:18 AM

Form Started By: Brandon Creagan
Started On: 01/08/2020 04:26 PM
Final Approval Date: 01/15/2020

Precious Lambs
Conditional Use

1504 Avenue F

Site Map


Subject Site
AVENUE G
AVENUE F
N 16TH ST
N 15TH ST
N 14TH ST
THE SUNRISE CITY
FORT PIERCE
Florida
Conditional Use with No New Construction
1504 Avenue F
Aerial Map
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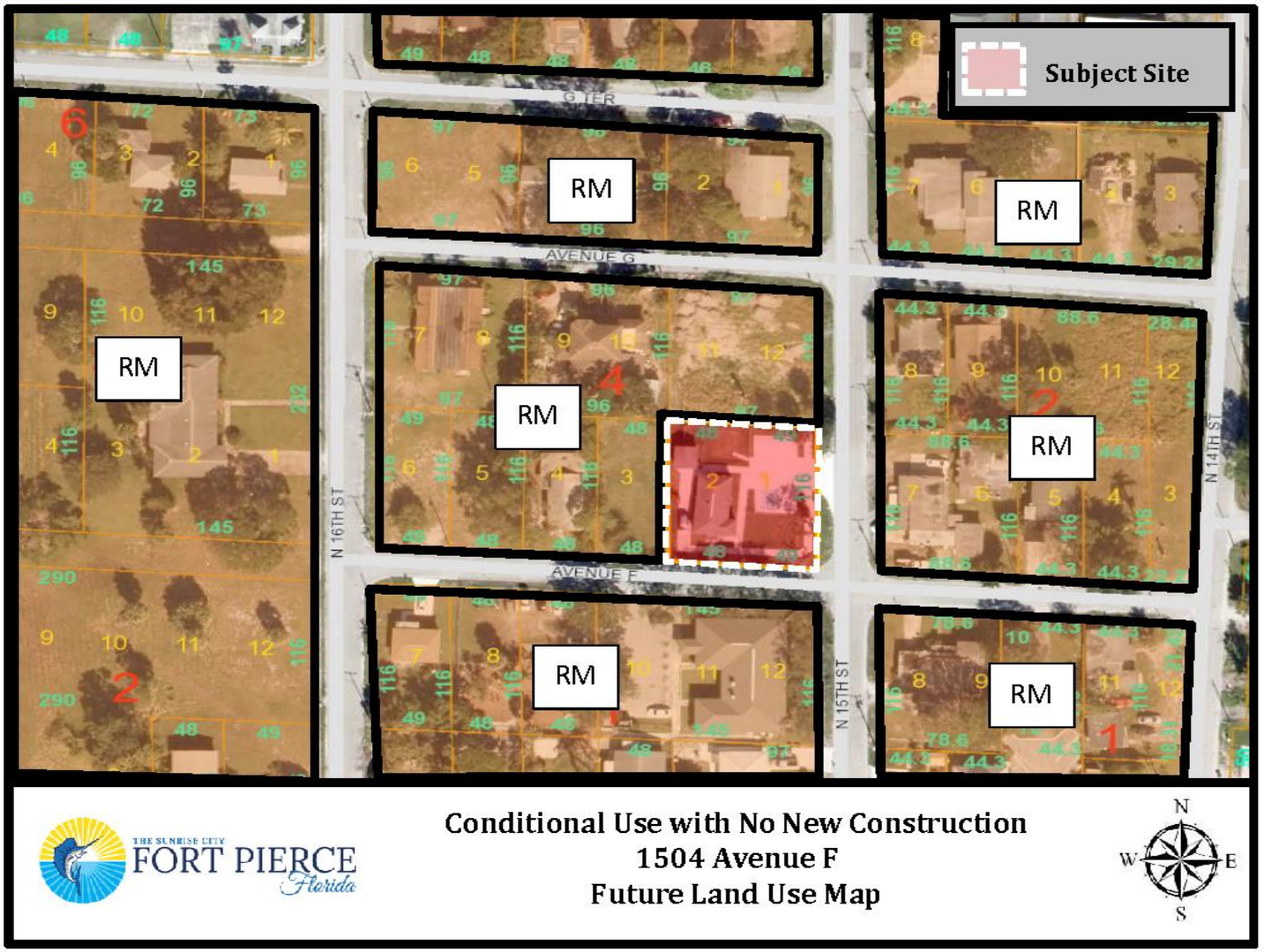
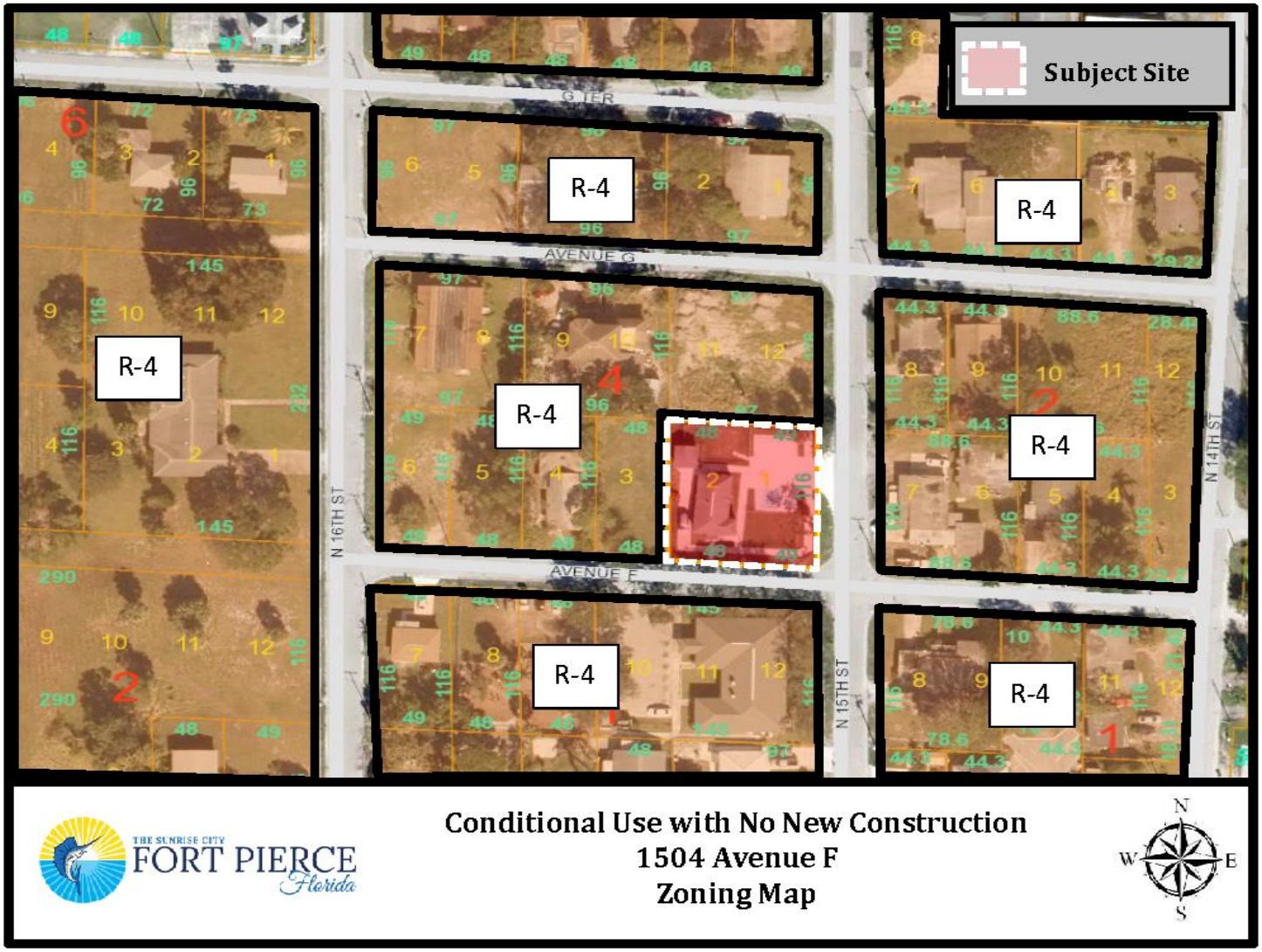
Future Land Use Map



Zoning Map


Subject Site
R-4
R-4
R-4
R-4
R-4
R-4
R-4
AVENUE G
AVENUE F
N 16TH ST
N 15TH ST
N 14TH ST
THE SUNRISE CITY
FORT PIERCE
Florida
Conditional Use with No New Construction
1504 Avenue F
Zoning Map
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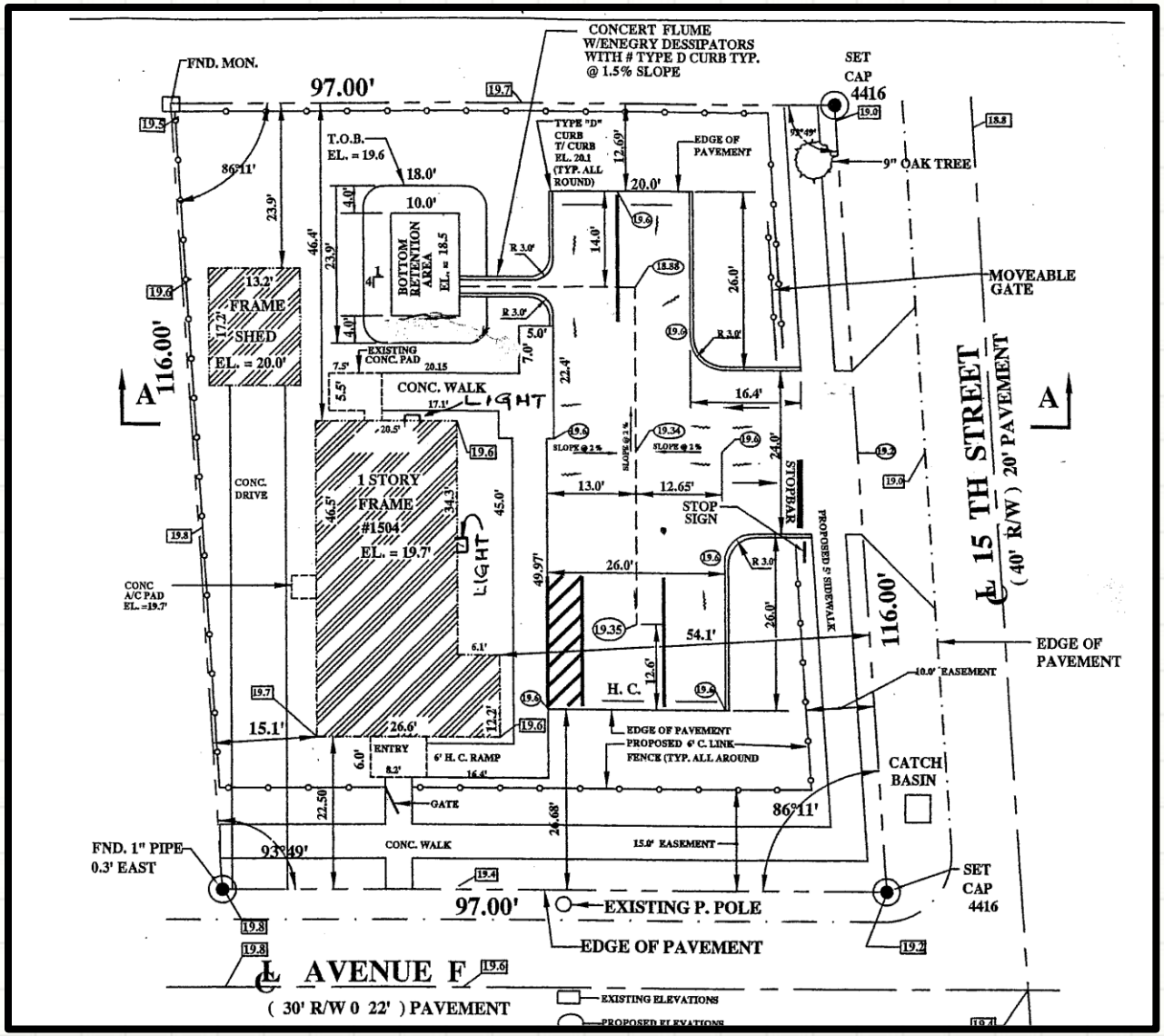
Request

Conditional Use with no Construction for the operation of a daycare at 1504 Avenue F.

- Staff recommends **Approval** of the request
  - ❑ Consistent with the City Code & the Comprehensive Plan.
  - ❑ Does not adversely affect the public health, safety, convenience and general welfare.
  - ❑ A conditional use for this property was granted in 2012 for the same request and use.
  - ❑ Planning Board Voted 5-0 to recommend approval.

Site Plan


CONCERT FLUME
W/ENEGRY DESSIPATORS
WITH # TYPE D CURB TYP.
@ 1.5% SLOPE
FND. MON.
97.00'
SET
CAP
4416
T.O.B.
EL. = 19.6
TYPE "D"
CURB
T/ CURB
EL. 20.1
(TYP. ALL
ROUND)
EDGE OF
PAVEMENT
9" OAK TREE
MOVEABLE
GATE
BOTTOM
RETENTION
AREA
EL. = 18.5
FRAME
SHED
EL. = 20.0'
EXISTING
CONC. PAD
CONC. WALK
LIGHT
116.00'
CONC.
DRIVE
1 STORY
FRAME
#1504
EL. = 19.7'
LIGHT
STOP
SIGN
STOPBAR
PROPOSED 5' SIDEWALK
CONC
A/C PAD
EL. =19.7
H. C.
54.1'
116.00'
15 TH STREET
(40' R/W) 20' PAVEMENT
EDGE OF
PAVEMENT
10.0' EASEMENT
ENTRY
6' H. C. RAMP
EDGE OF PAVEMENT
PROPOSED 6' C. LINK
FENCE (TYP. ALL AROUND)
CATCH
BASIN
GATE
CONC. WALK
15.0' EASEMENT
FND. 1" PIPE
0.3' EAST
93°49'
86°11'
97.00'
EXISTING P. POLE
EDGE OF PAVEMENT
SET
CAP
4416
AVENUE F
(30' R/W 0 22') PAVEMENT
EXISTING ELEVATIONS
PROPOSED ELEVATIONS

Notifications

70 Notifications

2 = In favor

0 = In Opposition

If 20% or more of property owners within 500 feet are in opposition, an **Approval** will require a concurring four-fifths vote by the City Commission.

Staff Recommendation

Staff recommends **APPROVAL** of the request with one condition.

1. The applicant either provide an update to the lighting proposal that was provided with the 2012 Conditional Use application or provide verification that lighting was installed with the approved building permit in accordance with City Code 22-60 (j)(1)(a). The subject verification is required prior to the issuance of the Business Tax License for the daycare.

Planning Board Recommendation

On December 10, 2019 meeting voted 5-0 to recommend **Approval** of the request as presented.

City Commission Action

Possible actions of the City Commission:

- **APPROVE** the proposed Conditional Use with no changes
    - Staff recommends approval of the request with one condition.
    - Planning Board voted 5-0 to recommend approval.
- Recommend **APPROVE** the proposed Conditional Use & Design Review with changes.
- Recommend **DISAPPROVE** he proposed Conditional Use & Design Review.

Precious Lambs
Conditional Use

1504 Avenue F

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Brandon C. Creagan, LEED Green Associate, Planner
RE:	**Application for Conditional Use – Precious Lambs** **1504 Avenue F**
BOARD DATE:	January 21, 2020

STAFF REPORT

Owner: Faye Owen
1504 Avenue F
Fort Pierce, Florida 34950

Applicant: Tekeyshia S. Owens-Reid
1505 Avenue F
Fort Pierce, Florida 34950

Applicant's Request: Approval of a Conditional Use to operate a Daycare

Location(s): 1504 Avenue F

Parcel ID: 2404-817-0036-000-5

Future Land Use: Medium Density Residential (RM)

Current Zoning: Medium Density Residential (R-4)

	North	East	South	West
Surrounding Zoning:	R-4	R-4	R-4	R-4
Surrounding FLU:	RM	RM	RM	RM

Utilities: Fort Pierce Utility Authority (FPUA)

Staff Analysis:

Request

In accordance to City Code Sections 22-22 and 22-76, the applicant is requesting the review and approval of a Conditional Use in order to convert an existing single-family home into a daycare center at 1504 Avenue F. The City Commission previously approved this application and request on April 16, 2012. The applicant has spent that past seven (7) years bringing the home and property up to the current code. During which time, the Conditional Use approval lapsed. The applicant only requires approval for the use of a daycare on the site as building permits have already been applied for and approved by all departments.

The applicant provided a brief project description and synopsis of the day-to-day operations at the proposed day care. The proposed day care will be limited to 25 children, ages six (6) weeks to 18 months old. The facility will employ six (6) full-time staff members, will operate from 6:30 AM to 5:00 PM, Monday through Friday, and will operate in combination with the existing Precious Lambs Kiddie Kollege, located immediately south at 1505 Avenue F.

Vehicular access to the property is provided via a two-way driveway on North 15th Street. A total of five (5) parking spaces (one of which is handicap accessible) are provided. Pedestrian access is enhanced with sidewalks along Avenue F and North 15th Street.

Pursuant to City Code Section 22-60(j)(1)(a), off-street parking for a commercial use must be illuminated with a minimum average of two footcandles. The applicant has included an "outdoor security light agreement" entered into with the Fort Pierce Utilities Authority (FPUA) on October 28th, 2011 to provide for one 400-watt high-pressure sodium flood light at the subject property. As eight (8) years have passed since this agreement was signed, FPUA does not offer this lighting anymore and instead offers LED lights. Staff is asking that the applicant either provide an update to the lighting proposal that was provided with the 2012 Conditional Use application or provide verification that lighting was installed with the building permit in accordance with City Code 22-60 (j)(1)(a). The subject verification is required prior to the issuance of the Business Tax License for the daycare.

Future Land Use & Zoning

The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums, and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools, and daycare facilities shall also be allowed.

The subject site has a zoning classification of Medium Density Residential (R-4), which is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes, or multifamily housing with three (3) or more dwelling units. Maximum gross densities should generally not exceed ten (10) units per acre for conventional developments and twelve (12) units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service, and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted under the parameters and safeguards set forth in this section.

Conditional Use

Per City Code Section 22-76; the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to the number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments

The authorization of a Conditional Use with No Construction to operate a daycare at 1504 Avenue F will provide an opportunity for consistency with zoning district and land use designation as the use nor the height adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood.

Technical Review Committee

All affected City Departments have reviewed the proposed application for a Zoning Atlas Map Amendment and Future Land Use Map Amendment and have provided conditional approval based on compliance with requirements of the City Code. The comments generated from the technical review, and any responses by the applicant have been provided.

Property Owner Response Survey

13 letters were sent out to property owners within 500 feet of the subject property. As of January 9, 2020, one (1) letter is in favor the request and one (1) letter is in opposition to the request. An update will be provided at the City Commission meeting.

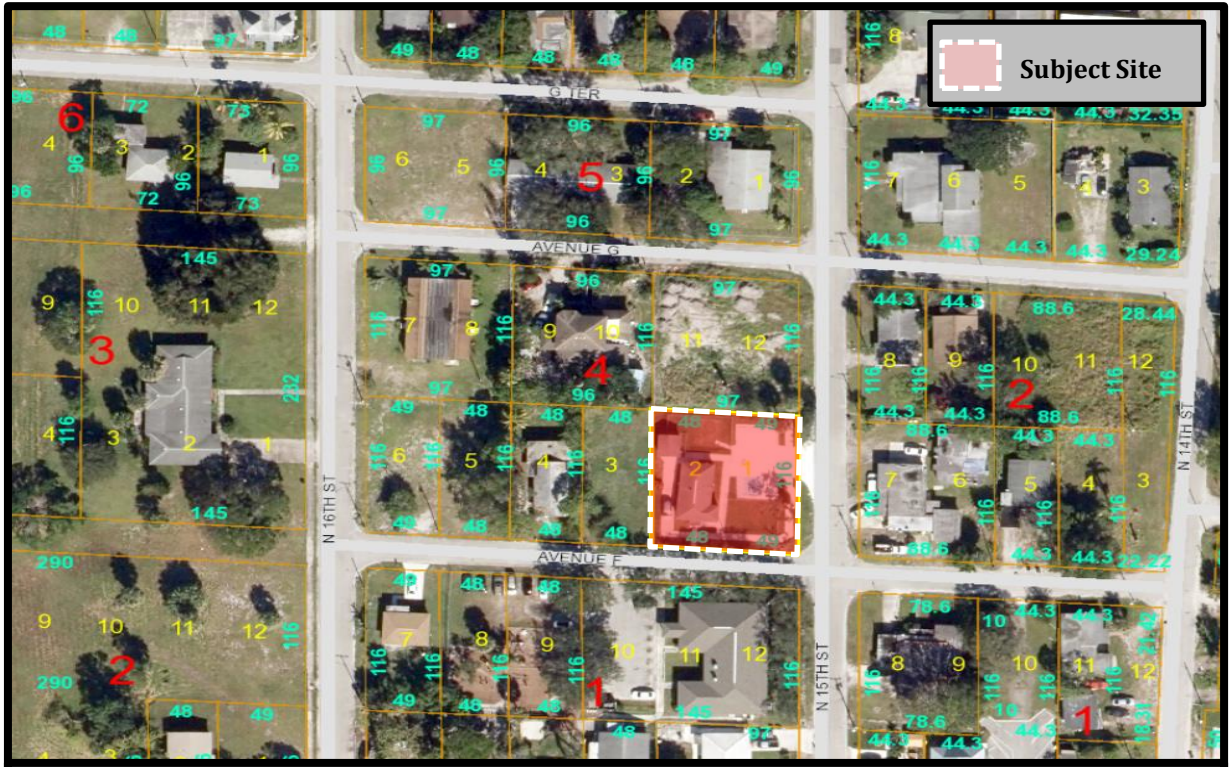
Planning Board Recommendation

The Planning Board, at their December 10, 2019 meeting voted 5-0 to recommend Approval of the request as presented.

Staff Recommendations

The requested application for Conditional Use with no New Construction meets the criteria as specified in Sections 22-22 and 22-76 of the City Code, is consistent with the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore Staff recommends **APPROVAL** of the request as presented with one condition.

1. The applicant either provide an update to the lighting proposal that was provided with the 2012 Conditional Use application or provide verification that lighting was installed with the approved building permit in accordance with City Code 22-60 (j)(1)(a). The subject verification is required prior to the issuance of the Business Tax License for the daycare.



THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use with No New Construction
1504 Avenue F
Aerial Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use with No New Construction
1504 Avenue F
Future Land Use Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use with No New Construction
1504 Avenue F
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

November 22, 2019

Tekeyshia Owens
1504 Avenue F
Fort Pierce, FL 34950

SUBJECT: **Precious Lambs – 1504 Avenue F**
TECHNICAL REVIEW PROJECT: # 19-04000015
CONDITIONAL USE

Comments:

1. Verify that the lighting for the property meets City Code 22-60(j)(1)(a). If this was already completed with previous Building Permits, then provide a copy of the permit that shows lighting was added. Or provide an agreement from FPUA for the installation of an LED light on the property.

   Please provide a written response to all TRC comments by December 2, 2019. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

RECEIVED
NOV 07 2019
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

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

RE : Precious Lambs Day Care Conditional Use – 1504 Avenue F
TRC No. 19-04000015

DATE : November 7, 2019

This is to advise you that we have completed the review of the following documents as received by this office on November 7, 2019:

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

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

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

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

- [ ] See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\P\Precious Lambs Day Care\CU\Submittal No. 1 - 102919\CU Approval - 110719.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

RECEIVED
CITY OF FORT PIERCE
PLANNING & ZONING

Meeting Date: 11.21.19
Property Address: 1504 Avenue F
Project Name if Any:
Planner: Brandon Creagan

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

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

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

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

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

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

☐ 7. Change of Use required

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

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

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☒ 15. Other

Additional Comments/Requirements:

No comments unless additional work is proposed.

Building Official's or Representative's Signature _____ Date: 11/15/19

RECEIVED

OCT 15 2019

CITY OF FORT PIERCE
PLANNING & ZONING

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 1504 Ave. F. Ft. Pierce, FL

Parcel ID #(s) 2404-817-0036-0000-5

Project description Daycare

Faye Owens	Tekeyshia Owens
Property Owner(s)	Applicant/Representative, Title, Company
1504 Ave F	1504 Ave F.
Street Address	Street Address
Ft. Pierce FL 34950	Ft. Pierce FL 34950
City State Zip	City State Zip
772-595-9001/359-0254	772-308-3541/475-0055
Phone Number	Phone Number
Preciouslambs001@yahoo.com	Preciouslambskottage1504@yahoo.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Faye O. Owens 10/14/19

Property Owner(s) Signature(s)

TERRESA PRATT
Notary Public - State of Florida
Commission # FF 936397
My Comm. Expires Nov 16, 2019
Bonded through National Notary Assn.

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 14 day of October, 20 19, by Tekeyshia Owens who is personally known to me or has produced Personally Known as identification.

Terresa Pratt

Signature of Notary

(seal)

TERRESA PRATT
Notary Public - State of Florida
Commission # FF 936[illegible]
My Comm. Expires Nov 1[illegible]019
Bonded through National Nota[illegible]ssn.

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

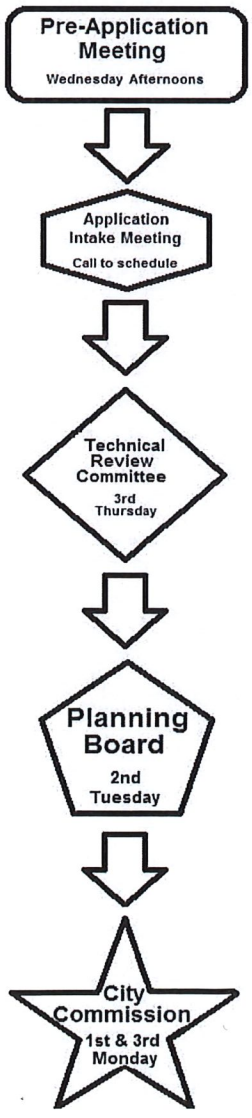
Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☐ *If no site improvements are required:*
  - ☐ As-built survey
  - ☐ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application

Application Outlook



Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 1087 Parking Spaces: 4

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Precious Lambs
1504 Avenue F
Fort Pierce, Fl 34950

May 18, 2011
Re: Conditional Use Review Precious Lambs Daycare

To whom it may concern:

The conditional use of the proposed daycare is being applied for to use as an additional preschool that will accept children from infants (6 weeks min) up to 18 months and will employ 6 fulltime staff members. The proposed daycare has a total of 3 rooms and will house no more than 25 children. Our hours of operation will be M-F 6:30am - 5pm. This location is ideal for working parents and some who are looking for child care right in their neighborhoods. Precious Lambs the existing facility has been providing childcare services for the past 14yrs. We have serviced over 100 families who reside in our neighborhood while employing a fulltime staff. Precious Lambs is located in the northern part of Ft. Pierce. Precious Lambs is a well rounded preschool and dedicated to the best education possible in order to prepare our children for their next level. Precious Lambs consist of three separate buildings each is impeccably maintained. We strive to be the best and our buildings reflect the positive things in our neighborhood. Due to the high number of vacant and or abandoned homes along with the criminal activity in the neighborhood, this proposed daycare will be an asset to the community. We Thank You in advance for your consideration regarding our request for the conditional use project.

"We Can Do Anything Because We are Special"

Sincerely,
Tekeyshia S. Owens/ Director

APPLICATION FOR OUTDOOR LIGHT

RECEIVED DATE

33551000	167700
LOCATION ID	CUSTOMER NUMBER

OWENS, TEKEYSHIA
NAME

1504 AVENUE F
ADDRESS

FORT PIERCE, FL 34950-0000
CITY STATE ZIP

FOR OFFICE USE ONLY

JOB NUMBER
20110041-2

FIXTURES

QTY Avail	QTY Billed	CODE	DESCRIPTION
		OL-100HPS	100W HPS
		OL-150HPS	150W HPS
		OL-250HPS	250W HPS
		OL-400HPS	400 W HPS
		OL-F250HPS	250W HPS FLOOD
	1	OL-F400HPS	400W HPS FLOOD
		OL-F250MH	250W MH FLOOD
		OL-F400MH	400W MH FLOOD
		OL-F1000MH	1000W MH FLOOD
		OL-250MH	250W MH COBRA
		OL-400MH	400W MH COBRA
		OL-C250HPS	250W HPS CONCOURSE
		OL-C400HPS	400W HPS CONCOURSE
		OL-C1000MH	1000W MH CONCOURSE
		OL-T150HPS	150W HPS TF
		OL-T250HPS	250W HPS TF
		OL-T400HPS	400W HPS TF

DECORATIVE FIXTURES

		OL-D70HPS	70W HPS
		OL-D175MH	175W MH
		OL-2-D175W	2 x 175W MH

Tekeyshia A. Owens
Customer's Signature

10/28/11
Date

OUTDOOR SECURITY LIGHT AGREEMENT

Outdoor lights are for year-round outdoor security lighting of yards, walkways and other similar areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to FPUA equipment and personnel for construction and maintenance. FPUA -owned luminaries normally will be mounted on FPUA's existing distribution poles and served from existing overhead wires.

FPUA hereby agrees to supply and the Customer hereby agrees to receive and pay for all power, energy, and service required for the Outdoor Security Lights as listed on the request form and located at the address shown, in accordance with the Company's applicable Rate Schedule OL-I and General Rules and Regulations for Electric Service, or any effective superseding and applicable rate schedule and rules and regulations in effect according to FPUA's approved tariff for the terms of service specified below, and thereafter until canceled by either party.

The Customer hereby grants FPUA the right to enter upon, occupy, and use such areas of the Customer's premises as are necessary to enable FPUA to construct, install, operate, maintain, and repair said electric facilities which are FPUA -owned.

FPUA, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any ,interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

If the Customer terminates service before the expiration of the initial term of the agreement, FPUA may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for FPUA -owned facilities.

At the Customer's request, FPUA will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay FPUA the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the cost of removal and reinstallation.

FPUA will not be required to install equipment at any location where the service may be objectable to others. If it is found after installation that the light is objectionable, FPUA may terminate the service without obligation or liability.

When FPUA relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or FPUA shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

TERM OF SERVICE (Check One): __I Year

I (WE) agree to the terms and conditions above. I understand that the listed prices do not include tax, franchise, fuel capacity, conservation, & environmental charges.

CUSTOMERS SIGNATURE: _____ DATE: 10/28/11

FOR FPUA: _____ DATE: 10/28/11

January 27, 2011

STATE OF FLORIDA)

COUNTY OF SAINT LUCIE)

BEFORE ME, the undersigned authority, personally appeared, MAIDO ROCCHETTA who, after being duly sworn, deposes and says as follows:

1. I hereby authorized Tekeyshia Owens with the Driver License # O520-817-78-768-0 to have full power and authority to act on my behalf with the property located at 1504 Avenue F Fort Pierce, Fl 34950.

2. Conduct any business with any institution with respect to this property

3. Perform or negotiate any act necessary in order to get the required license and documentation to open her business at 1504 Avenue F Fort Pierce, Fl 34950.

4. Also I like to clarify that followings persons are not responsible for any work done by any institution or by the city of Fort Pierce:

Faye Owens, Tekeyshia Owens, and Maido Rocchetta

Maido Rocchetta

MAIDO ROCCHETTA/Owner
12361 Sandy Run Rd
Jupiter, Fl 33478

J

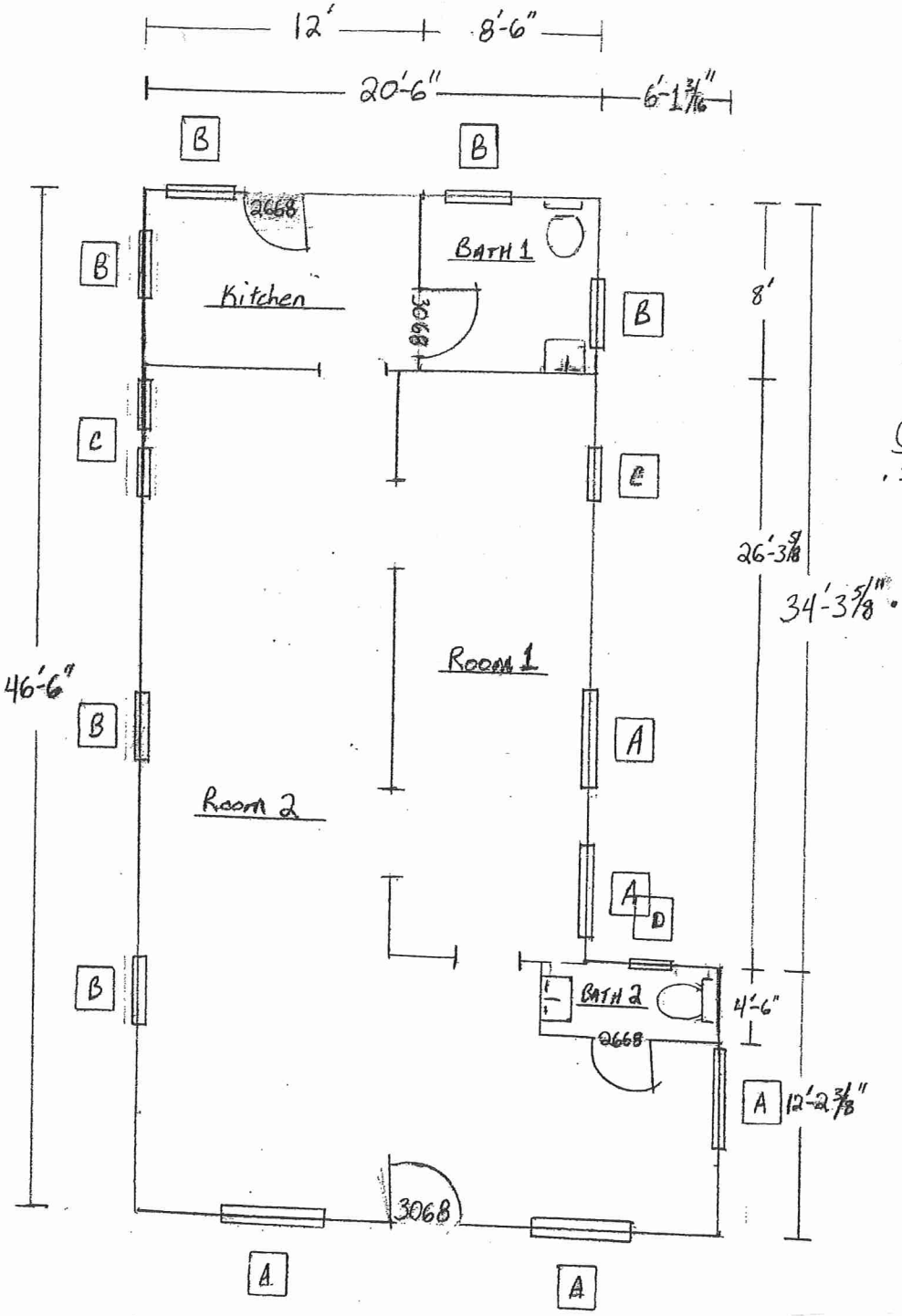
STATE OF FLORIDA)

COUNTY OF SAINT LUCIE))

SWORN TO AND SUBSCRIBE before me ,this 27 day of January, 2011, by MAIDO ROCCHETTA ,who is personally know to me or who has produced a Florida Driver's license as identification.

NOTARY PUBLIC

NADIESKA CELIA LA O
Comm# DD0876079
Expires 3/31/2013
Florida Notary Assn., Inc



Window Schedule

	W	H
A	4'-5"	× 4'-2"
B	3'-2"	× 4'-2"
C	2'-2"	× 3'-2"
D	2'-2"	× 2'-2"

General Notes

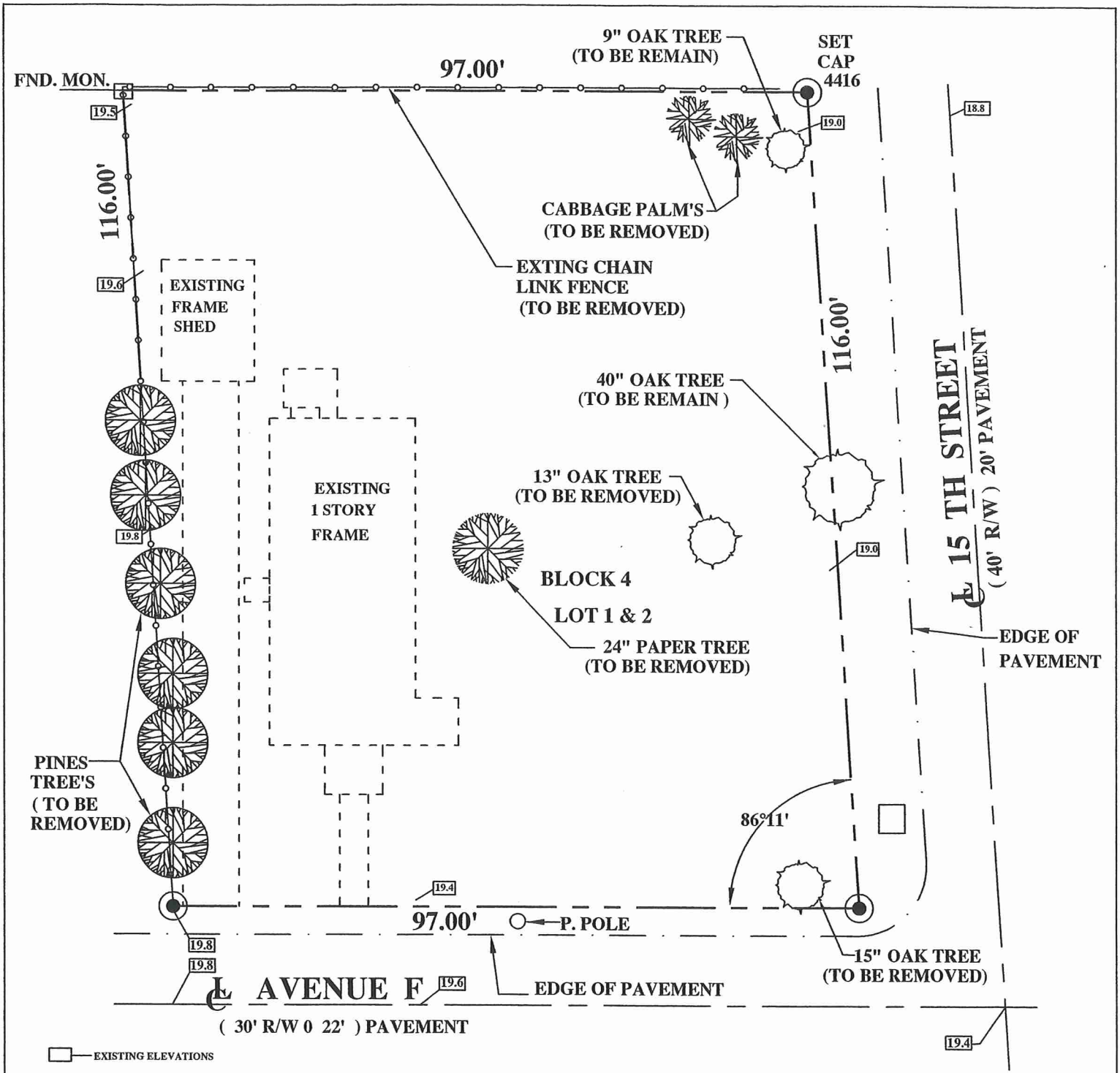
- Floor plan shows condition of existing building.

FLOOR PLAN

1504 Ave. F, Ft. Pierce, FL

Total s.f. = 1027

Scale = 1/8"



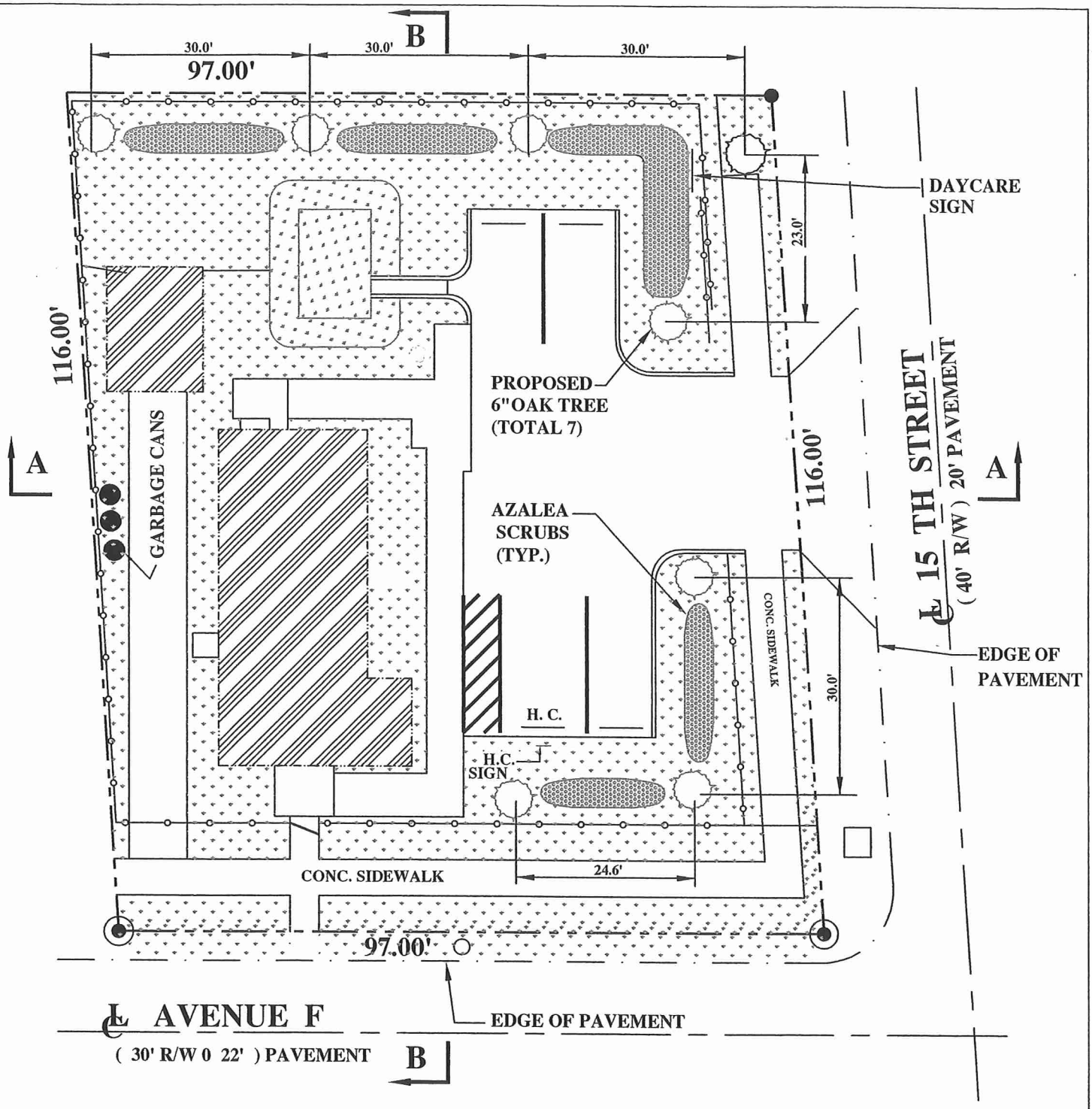
08-18-11	DRAWN TO SCALE	J.W.A.	
DATE	DESCRIPTION	BY	AP.

EXISTING LANDSCAPE

1504 AVENUE F

HERITACE CONTRACTING SERVICES INC.
660 BEACHLAND BLVD.. STE. 204
VERO BEACH, FL. 32963
(772) 216-6612

SCALE 1"=20'	DESIGNED PK		
	DRAWN PK	SHEET 2 OF 5	

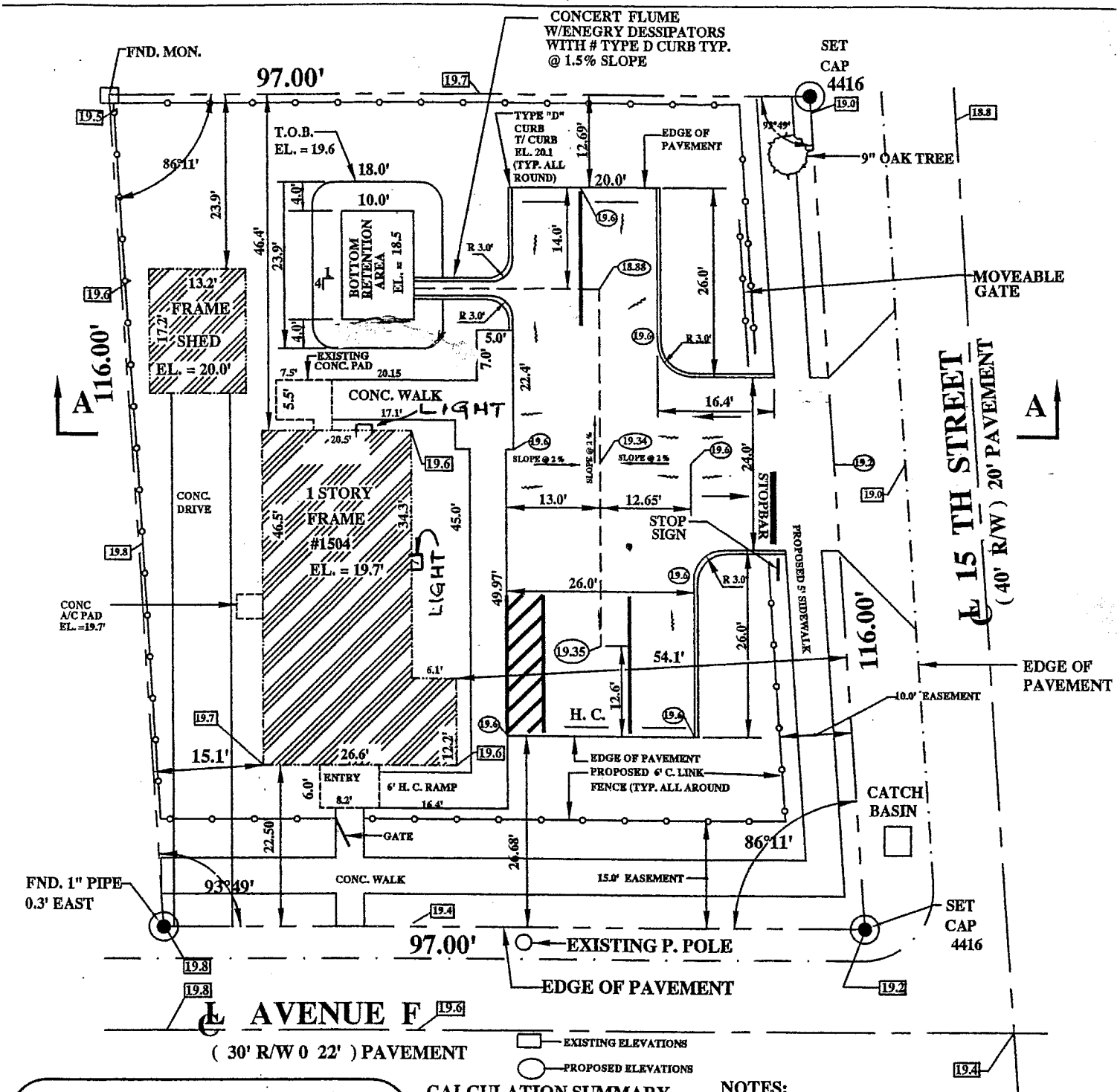


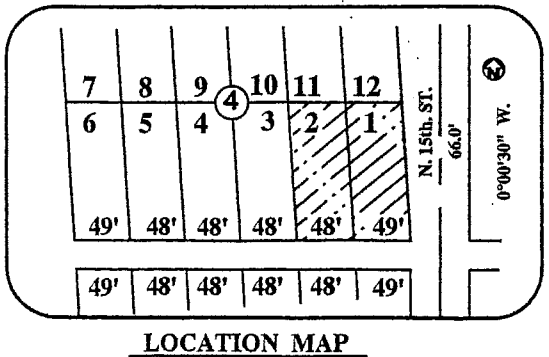
08-18-11	DRAWN TO SCALE	J.W.A.	
DATE	DESCRIPTION	BY	AP.

PROPOSED LANDSCAPE
1504 AVENUE F

HERITACE CONTRACTING SERVICES INC.
660 BEACHLAND BLVD., STE. 204
VERO BEACH, FL. 32963
(772) 216-6612

SCALE 1"=20'	DESIGNED PK	
	DRAWN PK	SHEET 4 OF 5





LOCATION MAP
(NOT TO SCALE)

CALCULATION SUMMARY

PARKING AREA	1916 SQ. FT.
SIDEWALK	907.2 SQ. FT.
TOTAL PROPOSED	2823.2 SQ. FT.
EXISTING BUILDING	1027 SQ. FT.
EXISTING SHED	227 SQ. FT.
TOTAL AREA	11252 SQ. FT.

NOTES:

1. ALL PROPOSED UTILITES SHALL BE PLACED UNDERGROUND
2. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN THE CITY OF FORT PIERCE CODE OF ORDINANCES, SECTION 22 & 17
3. CONCRETE WHEEL STOPS AND CURBING TO COMPLY WITH F. D. O. T. INDEX #300 AND FT. PIERCE
4. ZONING: R-4
5. FLU.: RM

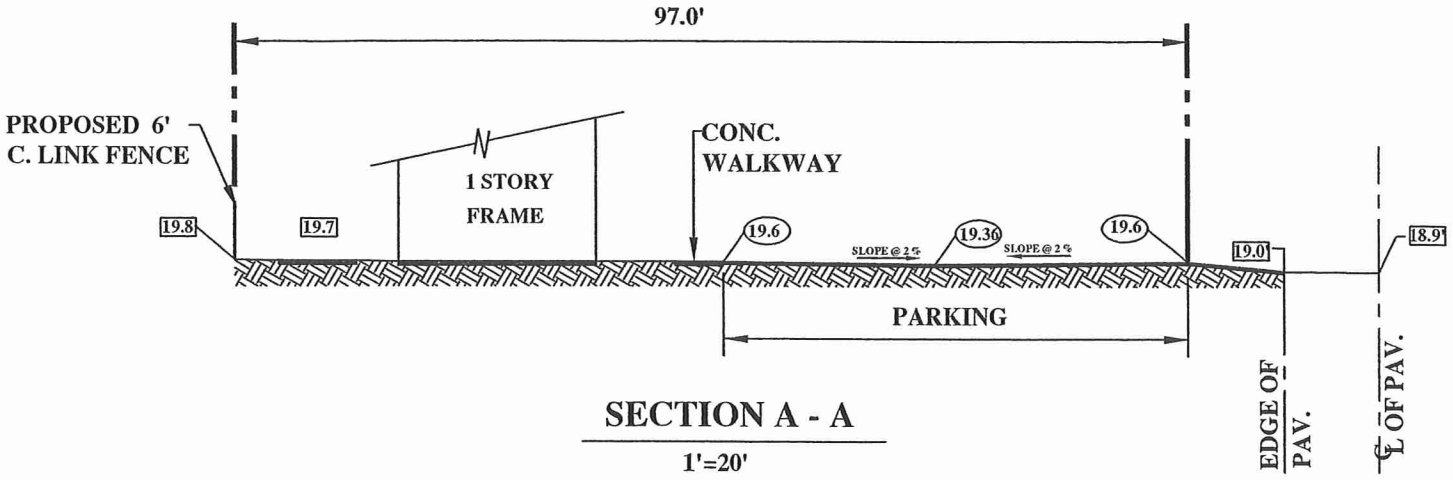
08-28-11	DRAWN TO SCALE	J.W.A.	
DATE	DESCRIPTION	BY	AP.

PROPOSED SITE PLAN

1504 AVENUE F

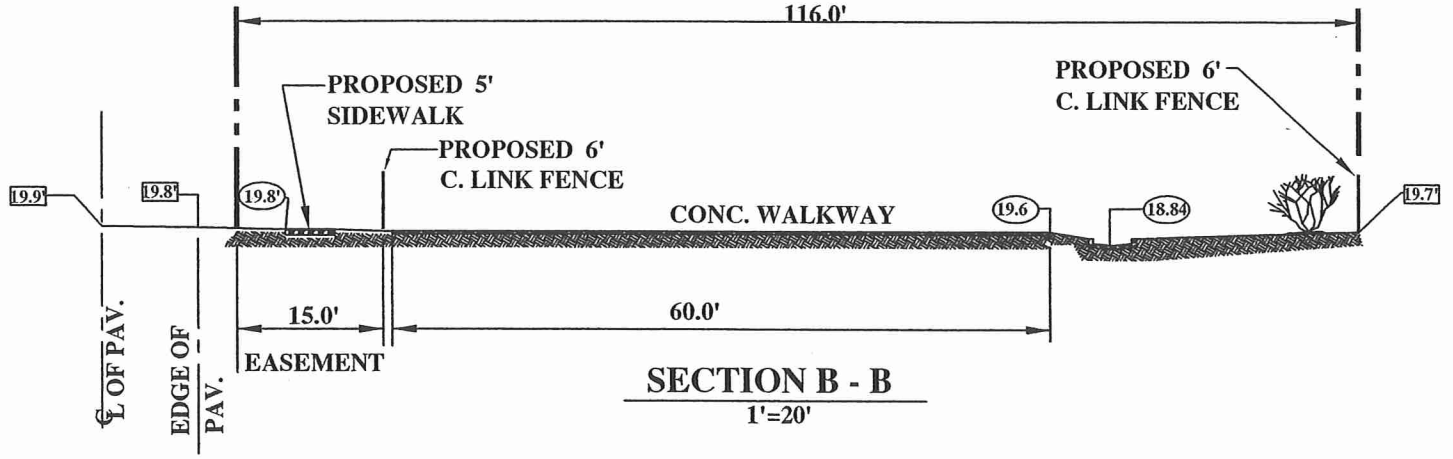
HERITAGE CONTRACTING SERVICES INC.
660 BEACHLAND BLVD., STE. 204
VERO BEACH, FL. 32963
(772) 216-6612

SCALE 1"=20'	DESIGNED PK		
	DRAWN PK	SHEET 3 OF 5	



SECTION A - A

1'=20'



SECTION B - B

1'=20'

EXISTING ELEVATIONS

PROPOSED ELEVATIONS

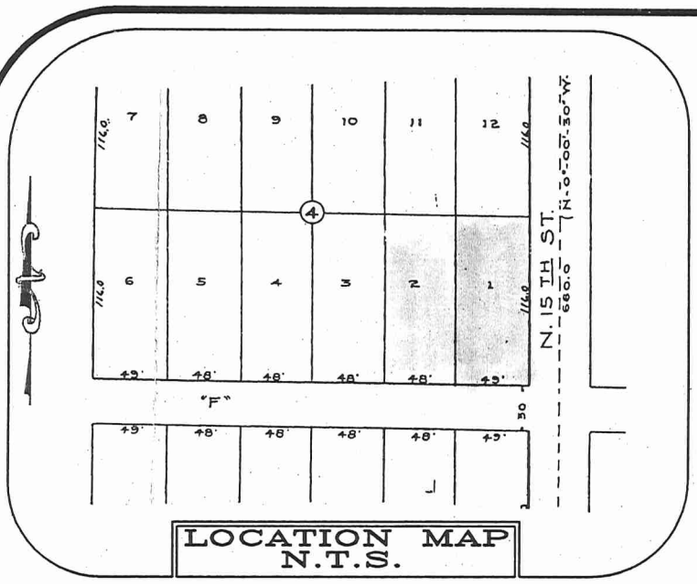
08-18-11	DRAWN TO SCALE	J.W.A.	
DATE	DESCRIPTION	BY	AP.

SITE PLAND

1504 AVENUE F

HERITACE CONTRACTING SERVICES INC.
660 BEACHLAND BLVD., STE. 204
VERO BEACH, FL. 32963
(772) 216-6612

SCALE	DESIGNED	
1"=20'	PK	
	DRAWN	SHEET
	PK	5 OF 5



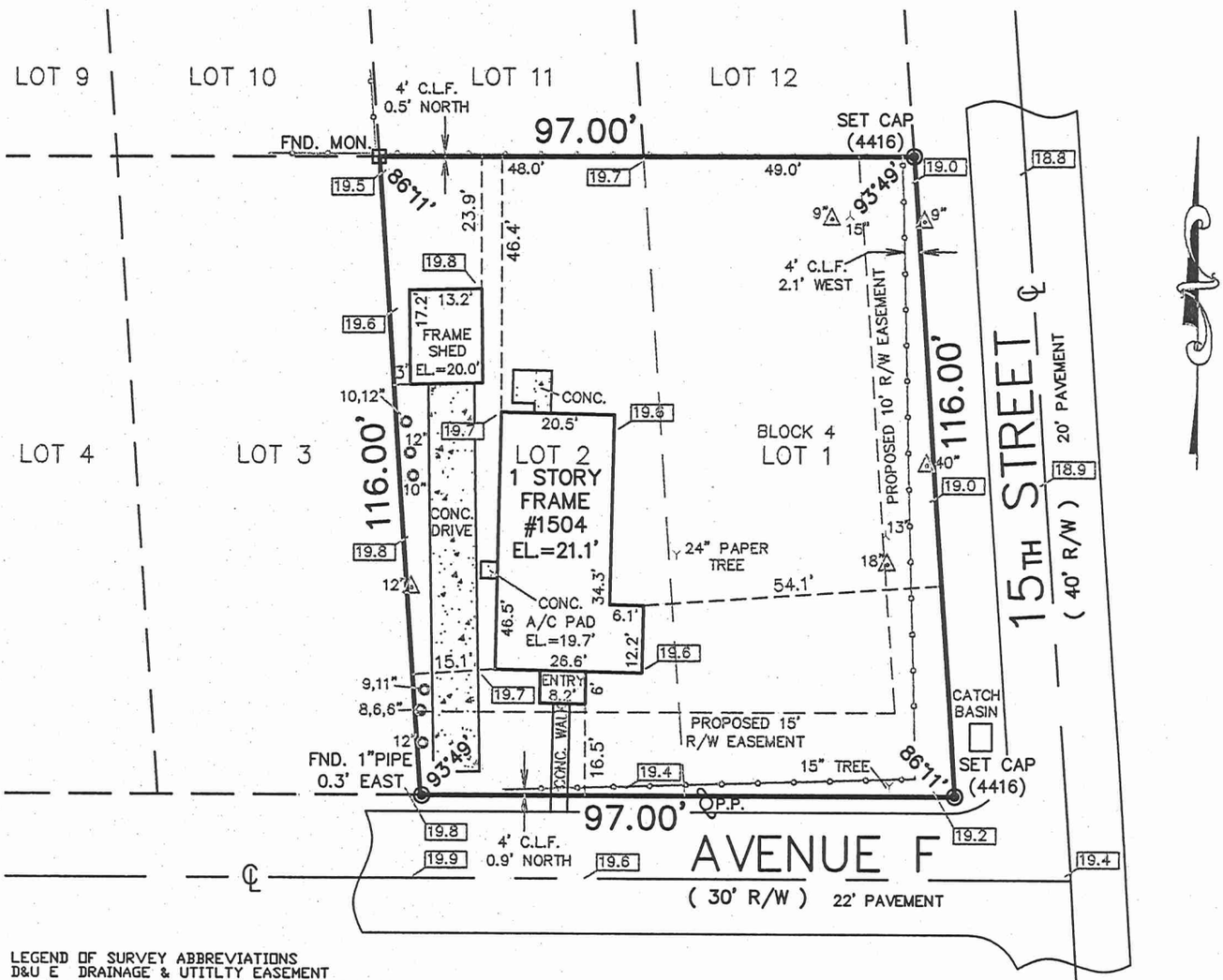
LEGAL DESCRIPTION: ALL OF LOTS 1-2, BLOCK 4, SERVICE HOME BUILDERS, INC. S/D ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 17 OF THE PUBLIC RECORDS OF ST. LUCIE CO., FLORIDA SAID LANDS LYING IN ST. LUCIE CO., FLORIDA.
CONTAINING 0.26 ACRES MORE OR LESS.

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
2. NORTH ARROW SHOWN HEREON IS BASED ON RECORD PLAT.
3. THIS SURVEY IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS.
4. ELEVATIONS (IF SHOWN) HEREON ARE BASED ON N.G.V.D. (1929), UNLESS OTHERWISE NOTED.
5. LEGAL DESCRIPTION SUPPLIED BY CLIENT.
6. NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.

CERTIFIED TO:
MAIDO ROCCEHETTA

FLOOD ZONE: X, PANEL NO. 12111C0179 G



LEGEND OF SURVEY ABBREVIATIONS

D&U E	DRAINAGE & UTITLTY EASEMENT		
20.0	ASBUILT ELEVATION	C.L.F.	CHAIN LINK FENCE
D	DELTA	FND	FOUND
A/C	AIR CONDITIONER	I.P.	IRON PIPE
BLK	BLOCK	I.R.	IRON ROD
B.M.	BENCHMARK	L	LENGTH
B.B.	BEARING BASE	M	MEASURED
C	CALCULATED	N&D	NAIL & DISK
CB	CHORD BEARING	OHW	OVERHEAD WIRES
CD	CHORD DISTANCE	P	PLAT
C.B.S.	CONCRETE BLOCK STRUCTURE	PRM	PERMANENT REFERENCE MONUMENT
		PP	POWER POLE
℄	CENTERLINE	R	RADIUS
CLR	CLEAR	R/W	RIGHT OF WAY
CONC.	CONCRETE	WM	WATER METER
		⇄	COMBINED LOTS

TREE LEGEND:
△ = OAK TREE
○ = AUSTRALIAN PINE
⅄ = PALM TREE

NOTE: ALL SET CAPS LABELED PSM WEH 4416 ARE SUPPORTED WITH AN 18" LONG #5 REBAR

WILLIAM E. HAYHURST
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO 4416

9/2/11
DATE SIGNED

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

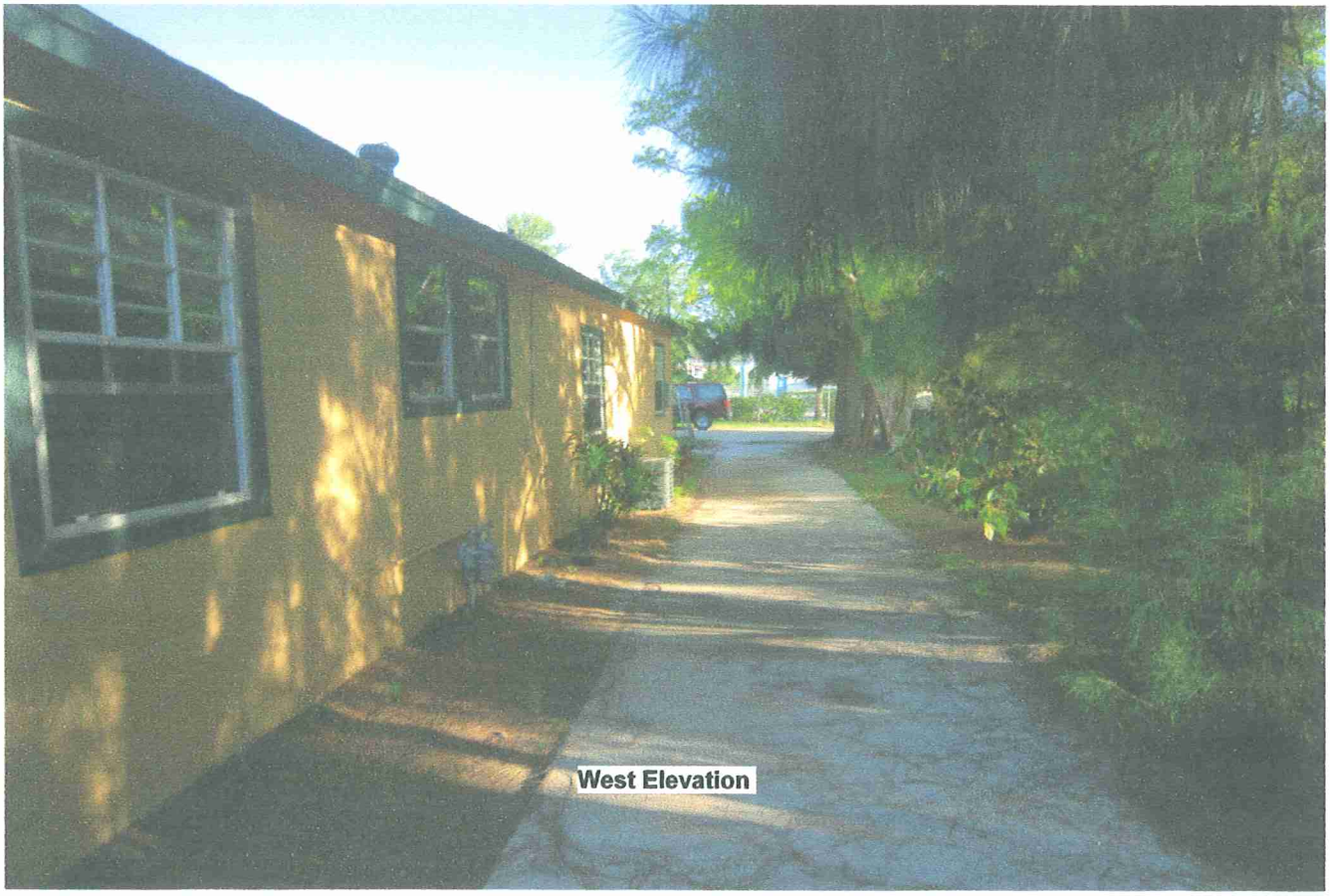
HAYHURST LAND SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER (L.B. 7364)
SURVEYING & MAPPING COMPANY
445 9TH ST. S.W. Unit-7
VERO BEACH, FL. 32962
PHONE: (772) 569-6680
FAX: (772) 770-3446

SURVEY TYPE: BOUNDARY	DATE:	INT.	REVISIONS:
DRAWN BY: J.D.J.	8/15/11	JDJ	SHOW PROP. DEDICATION
CHECKED BY: W.E.H	9/2/11	JDJ	REVISE VERBAGE
FIELD BOOK: 309			
PAGE NO: 67			
FIELD DATE: 5/11/10			
SCALE: 1"=30'			
JOB NO: 10-068			

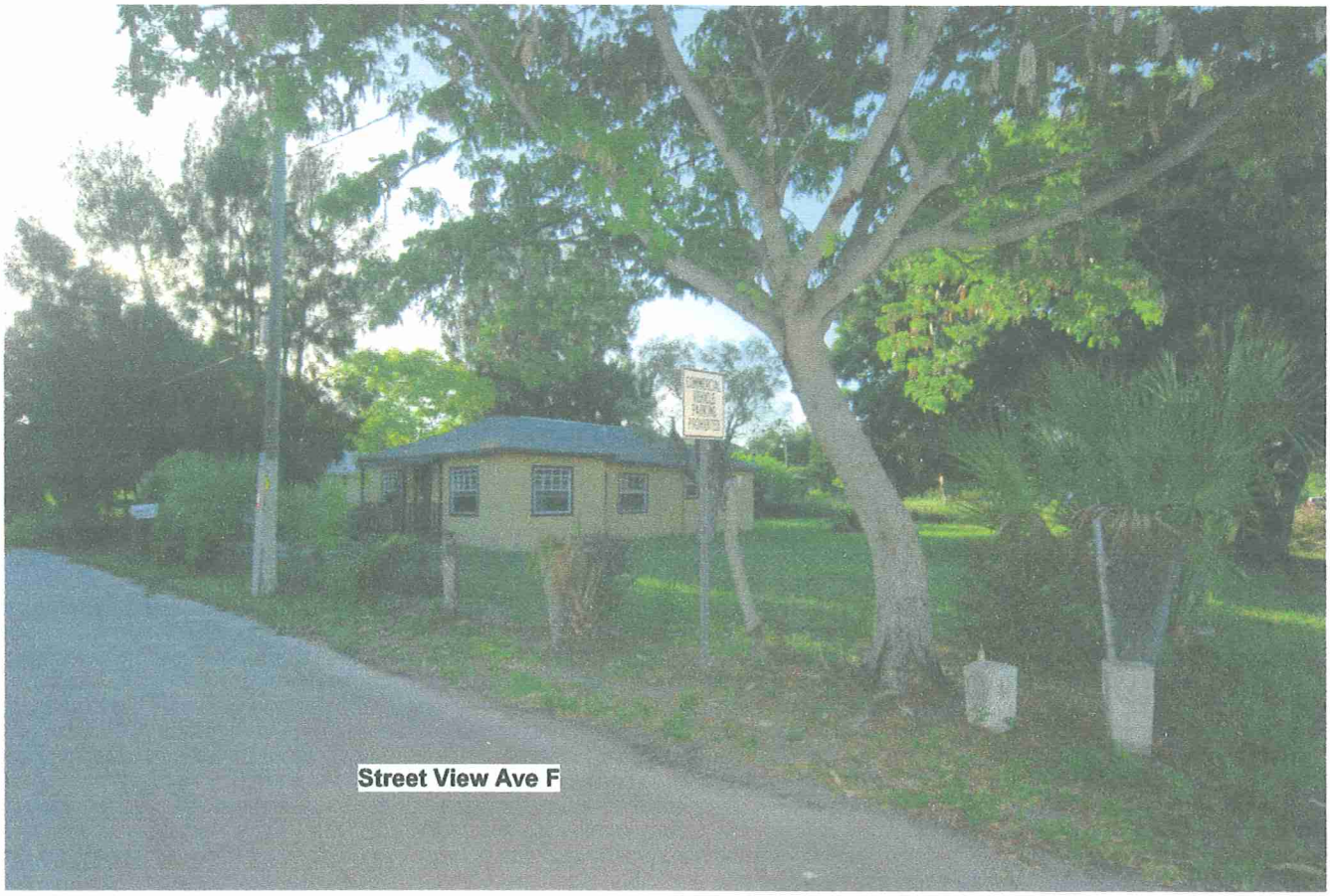
North Elevation

East Elevation

South Elevation



West Elevation


Street View Ave F

CITY OF FORT PIERCE
Florida

OFFICE OF THE CITY CLERK
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480
TEL (772) 460-2200
FAX (772) 489-4142
www.cityoffortpierce.com

RECEIVED
APR 17 2012
CITY OF FORT PIERCE
PLANNING & ZONING

April 18, 2012

Ms. Faye Owen
1504 Avenue F
Fort Pierce, FL 34950

Dear Property Owner:

At their meeting on April 16, 2012, the City Commission of the City of Fort Pierce held a Public Hearing on the Application for Conditional Use which you submitted to convert an existing single family home into the Precious Lambs Day Care center at 1504 Avenue F in Fort Pierce, Florida.

After discussion, the City Commission passed a motion to approve the Conditional Use with the following conditions: (1) The applicant shall submit a sketch and legal description and the applicable Owner & Encumbrances title search for the 15th Street and Avenue F easements prior to issuances of a building permit; (2) The applicant shall record said easements prior to the issuance of a City Business Tax Receipt; (3) The applicant shall have a lighting survey conducted in order to assess the site's existing illumination levels, and if necessary, have additional lighting installed in order to meet minimum City Code requirements prior to issuance of a City Business Tax Receipt.

Very truly yours,

Cassandra Steele, CMC
City Clerk

/cs

cc: Assistant Planning Director
Tekeyshia Owens-Reid (Representative)

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: David Carlin, Planning and Zoning Manager

FROM: Karen Emerson, Esq., Assistant City Attorney

THROUGH: Robert V. Schwerer, Esq., City Attorney RVS

SUBJECT: RIGHT OF WAY DEDICATION DEED

DATE: April 9, 2013

Attached is the right of way dedication deed for execution by Faye Owen. After it has been executed please return it to our office for recording.

While Treasure Coast Title updated the O & E title search at our request they have informed our office that they have not been engaged by Ms. Owen to provide the required title policy to the City. Staff will need to remind Ms. Owen that this obligation to the City must be fulfilled and obtain the policy.

Karen Emerson, Esq.
Assistant City Attorney

attachment

cc: Robert Bradshaw, City Manager [w/out attachments]
Cassandra Steele, City Clerk [w/out attachments]
Marc Meyers, Building Official [w/out attachments]
Jack Andrews, City Engineer

This Instrument Prepared By:
Robert V. Schwerer, City Attorney
Office of the City Attorney
City Hall
100 North U.S. 1
Fort Pierce, FL 34950

Please Return To:
Robert V. Schwerer., City Attorney

RIGHT-OF-WAY DEDICATION

THIS INDENTURE made this _____ day of April, 2013 by **Faye Owen.**, a single woman, party of the first part, in favor of the **City of Fort Pierce**, a municipal corporation, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten and NO/100 ($10.00) Dollars, and other valuable considerations to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to said party of the second part, and the party of the second part's successors and assigns, including its successors in title, a RIGHT-OF-WAY DEDICATION of the following described land, lying and being in St. Lucie County, Florida, to-wit:

LANDS DESCRIBED IN EXHIBIT "A" CONSISTING OF
2 PAGES ATTACHED HERETO AND MADE A PART HEREOF;
SKETCH INCLUDED FOR ILLUSTRATIVE PURPOSES ONLY

Parcel Id. No.: 2404-817-0036-000/5

This dedication is made for the purpose of giving and granting to the party of the second part, its successors and assigns, including its successors in title, the most northerly five feet of grantor's property for road purposes or any valid public purpose by any governmental authority over and upon said lands above described; and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under party of the first part.

This dedication shall benefit the lands owned by the party of the second part and shall be fully assignable by said party of the second part.

IN WITNESS WHEREOF, the said party of the first part hereunto set its hand and seal this the day and year first above written.

WITNESSES:

_____
Signature

_____
Print name

_____
Signature

_____
Print name

Owner

_____
Faye Owen

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **Faye Owen**, named as party of the first part, and that he acknowledged executing the same in the presence of two subscribing witnesses and who has produced the following as identification: _____.

WITNESS my hand and seal in the State and County last aforesaid this _____ day of April, 2013.

_____
Notary Public, State of Florida
My commission expires: _____

LEGAL DESCRIPTION

THE EAST 10.00 FEET OF LOT 1 AND THE SOUTH 15.00 FEET OF LOTS 1 AND 2 ACCORDING TO OF THE PLAT OF SERVICE HOME BUILDERS, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 2,465 SQUARE FEET, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

9/28/12

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199

tabbies

EXHIBIT
"A"
Page 1 of 2

DESCRIPTION
OF
EASEMENT

File: 12-279s&d ease.dwg
Date: 9-28-2012
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4266

\Proj-2012\12-279 lots 1-2 block 4\survey\12-279s&d ease.dwg, 9/28/2012 1:30:08 PM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

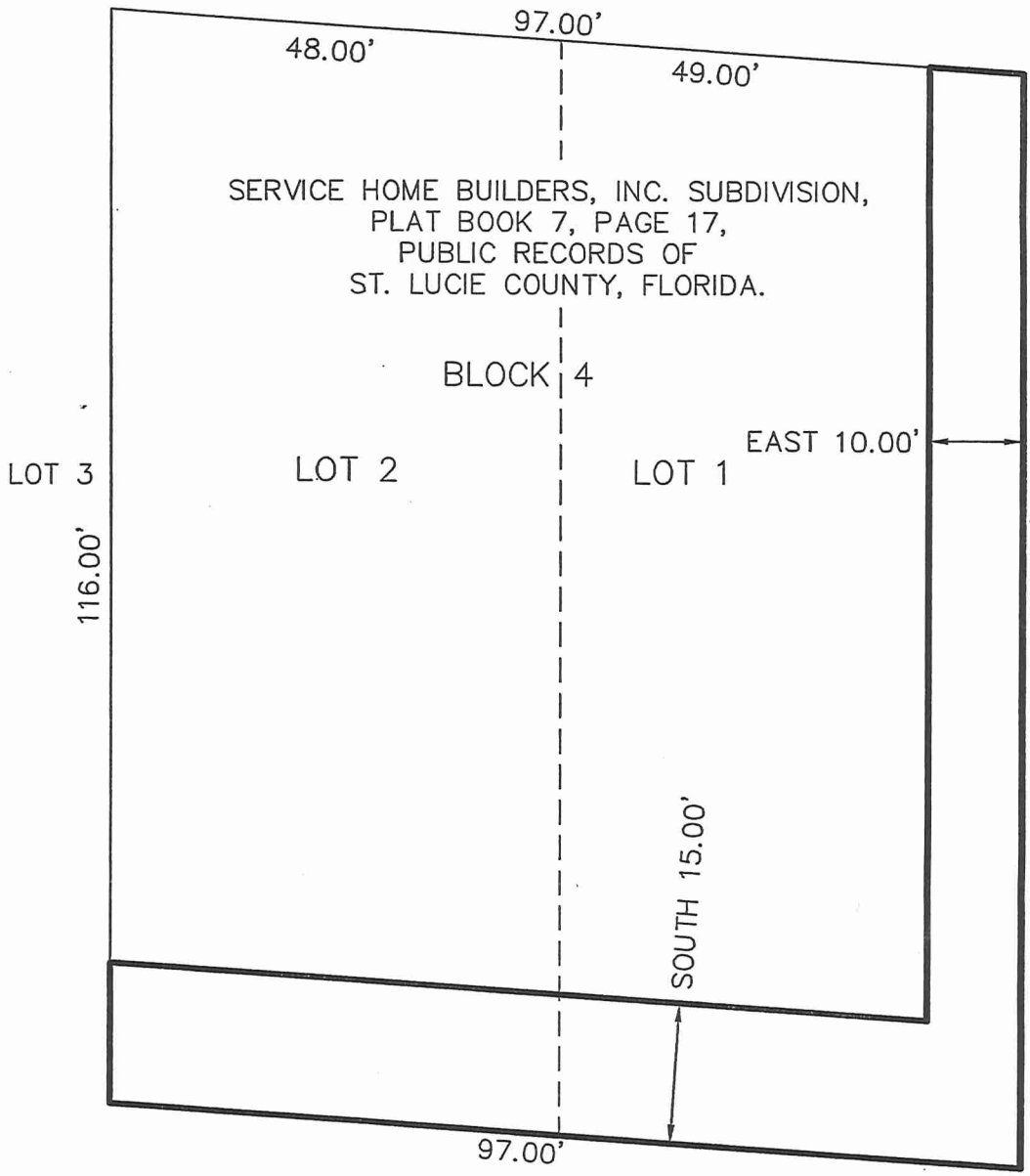


EXHIBIT
"A"
page 2 of 2
tabbies

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF

EASEMENT

File: 12-279s&d ease.dwg
Date: 9-28-2012
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

\Proj-2012\12-279 lots 1-2 block 4\survey\12-279s&d ease.dwg, 9/28/2012 1:29:39 PM

Alicia Rosenthal

From: Tracy Telle
Sent: Tuesday, October 15, 2019 4:30 PM
To: Alicia Rosenthal
Cc: preciouslambs001@yahoo.com
Subject: Precious Lambs Daycare - 1504 Avenue F

Alicia,

Please accept this email as verification that the Conditional Use application for the above referenced site does not require a submittal to this department of an updated, signed and sealed, survey.

Thank you,

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3776 Fax: 772.460.6847 100 North U.S. 1, Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

OCCUPANCY CERTIFICATE

CERTIFICATION OF COMPLIANCE FOR FLORIDA BUILDING CODE SECTION 110.2
CERTIFICATE OF ZONING COMPLIANCE AS PER CITY OF FORT PIERCE ZONING CODE SECTION SEC. 22-139

DATE OF ISSUE 7/10/2019 ZONING CLASSIFICATION R-4

ADDRESS: 1504 AVENUE F PARCEL# 240481700360005 PERMIT# 18-918

DESCRIPTION OF PORTION OF STRUCTURE CERTIFICATE APPLIES TO: **Change of use R to E**

OWNERS NAME: Faye Owen OWNERS ADDRESS: 1702 N 16th Ct. Fort Pierce, Fl 34950

FBC CODE EDITION 2017 6th Edition USE GROUP E CONSTRUCTION TYPE VB

OCCUPANT LOAD N/A SPRINKLER SYSTEM: PROVIDED (N/A) REQUIRED (N/A)

HAZARD CLASSIFICATION N/A AISLE WIDTH AS DETERMINED BY SPRINKLER DESIGN N/A

SPRINKLER AND STANDPIPE DEMAND AT BASE OF RISER N/A PSI

For structures in special flood hazard areas, documentation of the as-built lowest floor elevation has been provided and is retained in the records of the Fort Pierce Building Department.

THE DESCRIBED PORTION OF THE STRUCTURE HAS BEEN INSPECTED FOR COMPLAINCE WITH THE REQUIREMENTS OF THIS CODE FOR THE OCCUPANCY AND DIVISION OF OCCUPANCY AND THE USE FOR WHICH THE PROPOSED OCCUPANCY IS CLASSIFIED AS PER THE FLORIDA BUILDING CODE.

Paul Thomas 7/10/2019

Paul Thomas, Building Official Date

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

November 1, 2019

Precious Lambs Daycare
1504 Avenue F
Fort Pierce, FL 34950

Dear Tekeyshia Owens,

Your Application for Temporary Use has been approved by the Planning Department on November 1, 2019. You are authorized to operate a daycare at 1504 Avenue F while the formal application makes its way through the Conditional Review Process. This Temporary Use is valid for 4 months from November 1, 2019 through March 1, 2020.

Sincerely,

Brandon C. Creagan
LEED Green Associate, Planner

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

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

Project: Conditional Use - Precious Lambs Daycare - 1504 Avenue F

Staff Name: Brandon C. Creagan

Staff Signature: B C C

Date Mailed: 12-17-2019

Number of Mailed Letters: 70

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

December 17, 2019

Dear Property Owner(s):

The property owner **Faye Owen,** & applicant **Tekeyshia Owen** are requesting approval of a **Conditional Use with No New Construction** to operate a Daycare at 1504 Avenue F in Fort Pierce, Florida. The property is zoned Medium Density Residential (R-4). The Parcel ID is 2404-817-0036-000-5.

Legal Description: SERVICE HOME BUILDERS INC S/D BLK 4 LOTS 1 AND 2 (OR 3319-956)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Tuesday, January 21, 2020** which begins at **6:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with No New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m**. on **Tuesday, January 21, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Conditional Use No New Construction – 1504 Avenue F No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

_____

_____ _____

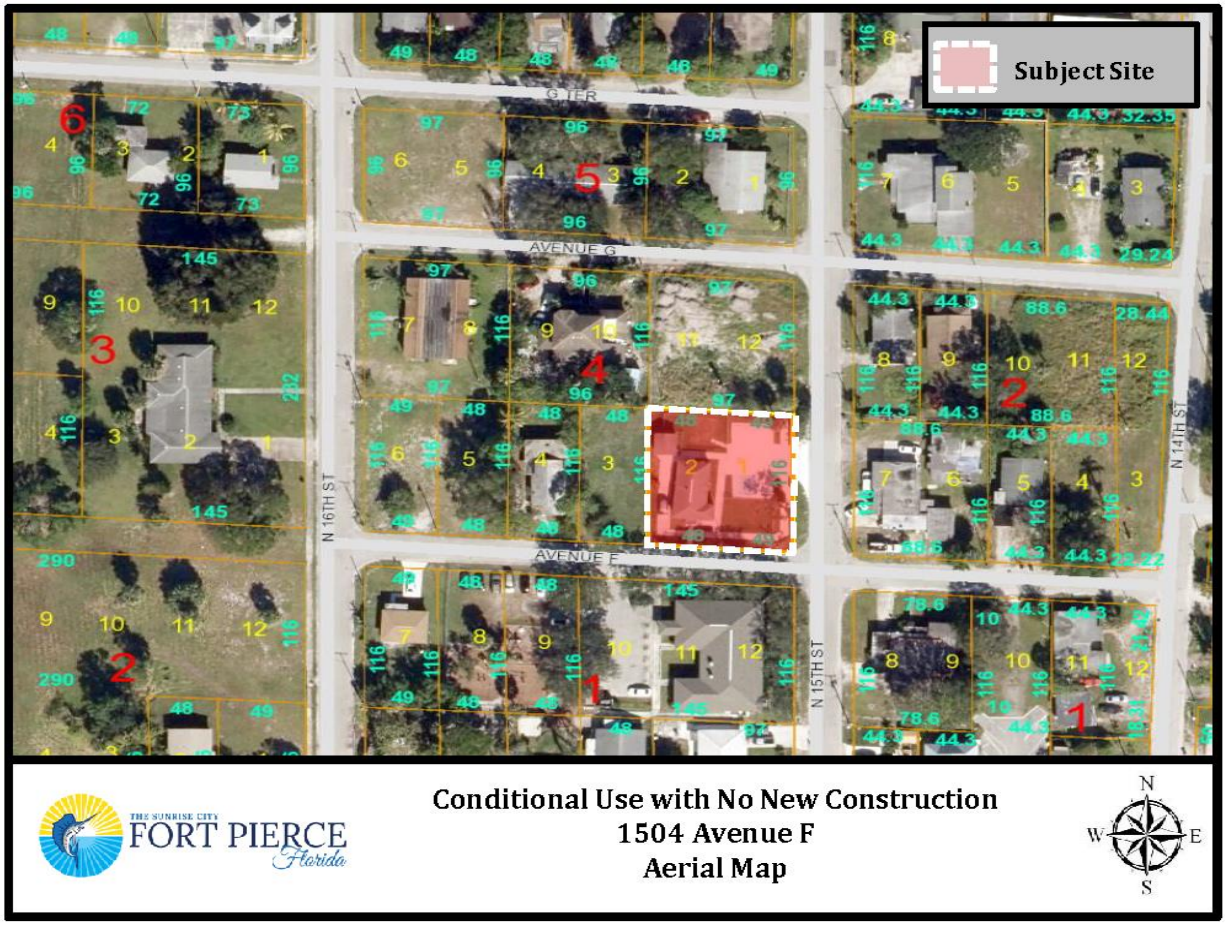
Signature **Date**

Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@city-ftpierce.com

Aerial Map

1504 Avenue F



Friendship Missionary Baptist Church 1
1308 Avenue E
Fort Pierce, FL 34950-7947

Ignacio Torres 2
514 N 17th Street
Fort Pierce, FL 34950-7933

Command Investment Solutions LLC 3
902 Bradley Street
Fort Pierce, FL 34982-7416

Valery Davis 4
804 N 14th Street
Fort Pierce, FL 34950-2866

Franklin Frazer 5
2604 Avenue I
Fort Pierce, FL 34947-5977

Cephus Cruickshank 6
2312 N 44th Street
Fort Pierce, FL 34946

S2SH4U LLC 7
1440 Coral Ridge DR, Unit # 494
Coral Springs, FL 33071-5433

Yvonne Johnson 8
1127 SW Forest Hill Cove
Port St Lucie, FL 34986-2003

F and D Investment Group LLC 9
1931 Cypress Avenue
Fort Pierce, FL 34949-3408

Stephen Patrick 10
2681 NW 43 Terrace
Lauderhill, FL 33313

Catherine Bighom 11
1402 Avenue E
Fort Pierce, FL 34950-7949

One Lord One Faith One Baptism House of Prayer 12
PO Box 2297
Fort Pierce, FL 34954-2297

Brenda Brunson 13
600 N 15th Street
Fort Pierce, FL 34950-2974

Betty White 14
2804 Sheraton Blvd
Fort Pierce, FL 34946-1235

Betty White 15
PO Box 2297
Fort Pierce, FL 34954-2297

Arlene Hall 16
136 SW Saratoga Avenue
Port St Lucie, FL 34953-5977

B and B Business Management Service Inc 17
1216 York AVE, Unit # B
Fort Pierce, FL 34982-3647

Linda Braynen 18
1704 Avenue N
Fort Pierce, FL 34950-2078

Rosa L Lang 19
1411 Avenue G
Fort Pierce, FL 34950-2855

Victoria E Young 20
2182 NW 86th Terrace
Miami, FL 33147-4243

Fred Sirmons 21
1402 Ave G
Fort Pierce, FL 34950-2856

Lillie B Davis 22
802 N 15th Street
Fort Pierce, FL 34950-2839

Leon W Hill 23
1413 G Terrace
Fort Pierce, FL 34950-2861

Vincent Marcellino 24
5625 NW Wawan Court
Port St Lucie, FL 34986-3607

Delroy Stanbury 25
PO Box 260502
Pembroke Pines, FL 33026

Emma Loman (TR) 26
1501 N 35th Street
Fort Pierce, FL 34947-1801

Allen Chapel AME Church of Ft Pierce Florida Inc 27
PO Box 2296
Fort Pierce, FL 34954-2296

Irene Nixon 28
2050 Colonial R #C-6
Fort Pierce, FL 34950-5326

Willie J Smith 29
1505 Ave H
Fort Pierce, FL 34950-2863

Jerry Williams 30
1719 N 44th Street
Fort Pierce, FL 34947-7012

Nell Salter (EST) 31
214 Wabash Street
Dublin, GA 31021-5834

Willie Green 32
2904 Juanita Avenue
Fort Pierce, FL 34946-7109

Merdis Strong 33
1506 G Terrace
Fort Pierce, FL 34950-2879

James T Strong Jr 34
1521 Pineburke Lane
Fort Pierce, FL 34947

Melissa Unlimited Investments LLC 35
5080 N Alexa Terrace
Crystal River, FL 34428-6510

Robert E Brown 36
601 N 15th Street
Fort Pierce, FL 34950-2815

AVENUE EAST LLC 37
1680 SW Bayshore BLVD, Unit Ste 100
Port St Lucie, FL 34984-3518

Jerome Owens 38
1702 N 16th Court
Fort Pierce, FL 34950

Walter Barron 39
5102 Avienda Avenue
Fort Pierce, FL 34946-1034

Faye Owens 40
1702 N 16th Court
Fort Pierce, FL 34950-2138

Darlene V Sanders (LF EST) 41
921 NW 75th Street
Miami, FL 33150-3354

Angelyn Pryor 42
1508 Avenue E
Fort Pierce, FL 34950-7951

Precious Lamb Kiddie Kollege I 43
1505 Avenue F
Fort Pierce, FL 34950-2851

Gulf And Southern Corporation 44
405 Edgewood Drive
Meadville, PA 16335

Erma R Wyatt 45
402 Dusk Way
Fort Pierce, FL 34945-4131

Housing Auth City Ft Pierce 46
511 Orange Avenue
Fort Pierce, FL 34950-4278

Gertrude R Walker 47
441 NW Dover Court
Port St Lucie, FL 34983

Charles J Bolen 48
1701 N 35th Street
Fort Pierce, FL 34947-1803

Faye Owen 49
1702 N 16th Court
Fort Pierce, FL 34950-2138

Maralice Castellow 50
PO Box 5641
Fort Lauderdale, FL 33310-5641

Faye L Owens 51
1702 North 16th Court
Fort Pierce, FL 34950

Everett Braynen (EST) 52
1704 Avenue N
Fort Pierce, FL 34950-2078

Non-Denominational Faith Templ 53
2301 Juanita Avenue
Fort Pierce, FL 34946-1238

Geraldine D Jenkins 54
1507 Avenue G
Fort Pierce, FL 34950-2857

John Williams 55
2306 N 49th Street
Fort Pierce, FL 34946-1017

John H Morris 56
PO Box 3274
Fort Pierce, FL 34948-3274

JBM Properties LLC 57
12723 Ashley Falls Drive
San Diego, CA 92130-2761

Herman J Broxton Jr 58
PO Box 4571
Tampa, FL 33677-4571

Manuel Fuentes 59
5687 E 4th Avenue
Hialeah, FL 33013-1324

Earl Jones 60
515 N 23rd Street
Fort Pierce, FL 34950-2727

Linda Y Jackson 61
515 N 23rd Street
Fort Pierce, FL 34950

GTA Investment Group LLC 62
900 N Federal Hwy # 306
Hallandale, FL 33009

Shawn L Morgan 63
2406 N 43rd Street
Fort Pierce, FL 34946-1522

Calvin Collins 64
5248 Prestley Crossing Lane
Douglasville, GA 30135-7519

Snyfer Partners LLC 65
250 S Central Blvd, Unit Suite 205A
Jupiter, FL 33458-8812

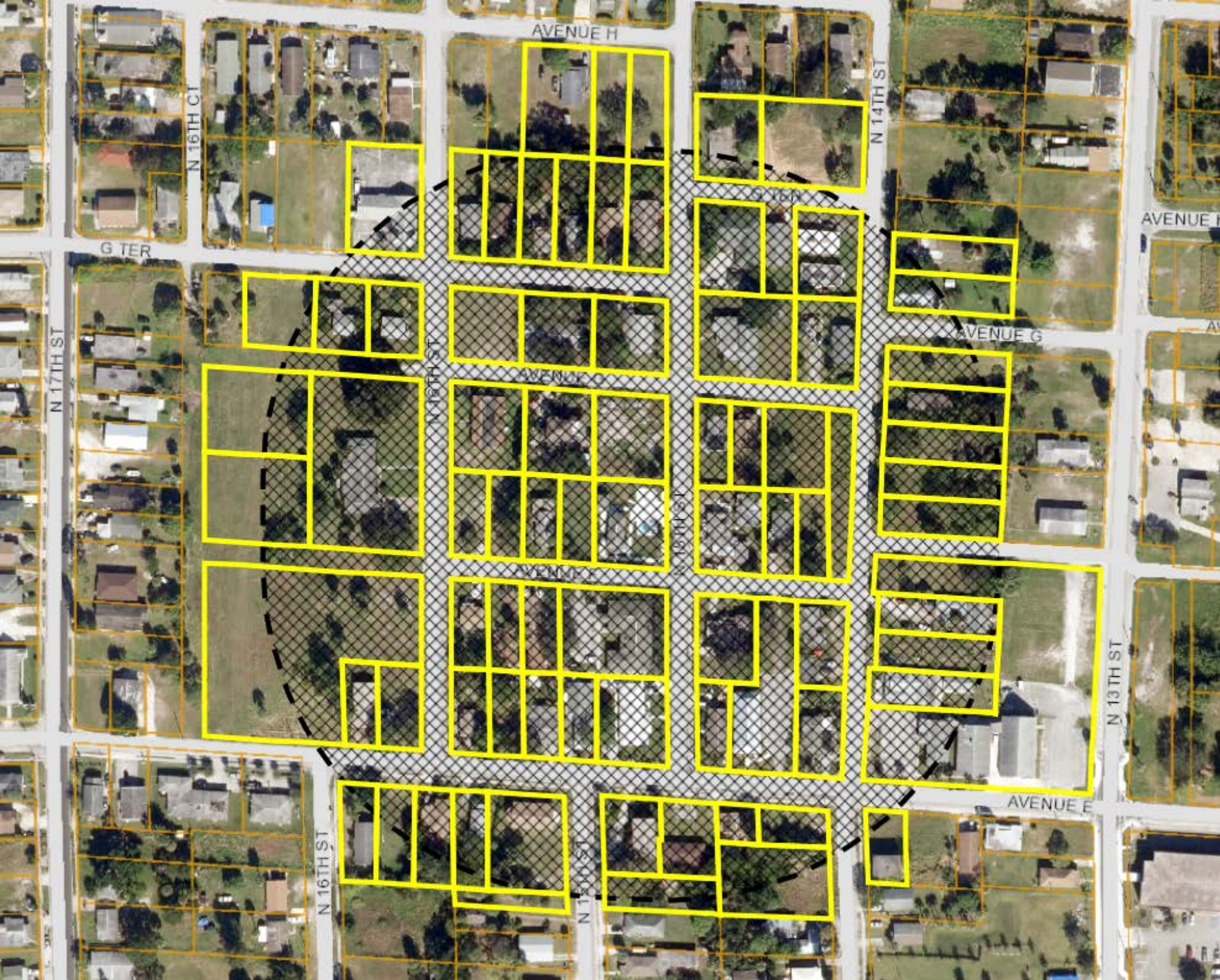
Louis Guvanie 66
6519 W Newberry Road, Unit Apt 1109
Gainesville, FL 32605-4332

Frankie Lou Noble 67
886 Angela Drive
Tallahassee, FL 32305-8915

Ronald L Sweeting 68
3907 Avenue M
Fort Pierce, FL 34947-1851

Heavenly Church Of The First 69
PO Box 1077
Fort Pierce, FL 32923-1077

Edward Davis (EST) 70
517 N 15th Street
Fort Pierce, FL 34950-7917


AVENUE H
N 16TH CT
N 14TH ST
G TER
AVENUE G
N 17TH ST
N 16TH ST
AVENUE F
N 15TH ST
N 13TH ST
AVENUE E
N 16TH ST
N 15TH ST

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Precious Lambs Daycare - 1504 Avenue F

NOTICES PROVIDED PURSUANT TO: 22-142

NOTICE BY NEWSPAPER: 1-5-2020

NOTICE BY MAIL: 12-17-2019

NOTICE BY SIGNS: 1-9-2019

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

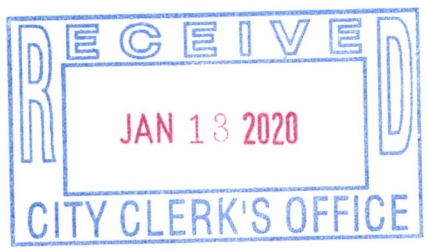
SIGNATURE: **DATE:** 1-9-2020

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION



CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

January 5, 2020

Subscribed and sworn to before on January 5, 2020:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $137.28
Ad No: 0003979036
Customer No: 1330884
PO #:

This is not an invoice

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-142 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, January 21, 2020 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Conditional Use with No New Construction submitted by property owners Douglas & Elizabeth Andrews to operate a Dwelling Rental, offering lodging for less than six (6) months, with a minimum of thirty-one (31) days, at 1180 Carlton Court, Unit 102A, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0002-000-5.

2. Application for Conditional Use with No New Construction submitted by property owner Faye Owens and Applicant Tekeyshia Owens to operate a Daycare, at 1504 Avenue F, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2404-817-0036-000-5.

3. Application for Conditional Use with New Construction and Design Review submitted by property owner St. Peter Evangelical Lutheran and Applicant Southcrest Management to construct and operate a Charter School, at 2900 South Jenkins Road, Fort Pierce, FL. The property is zoned Single Family Intermediate Density Zone (R-2), Parcel ID: 2419-333-0001-000-2.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCHPERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 01/05/20
TCN3979036

City Commission Regular Meeting **12. c.**

Meeting Date: 01/21/2020

Re: Conditonal Use New Construction & Design Review - Independent Classical Charter School - 2900 South Jenkins Road

---

SUBJECT:

Quasi-Judicial Hearing - Application for Conditional Use with New Construction and Design Review submitted by property owner St. Peter Evangelical Lutheran and Applicant Southcrest Management to construct and operate a Charter School, at 2900 South Jenkins Road, Fort Pierce, FL. The property is zoned Single Family Intermediate Density (R-2), Parcel ID: 2419-333-0001-000-2.

SUMMARY:

- In accordance with Sections 22-22, 22-58, 22-59, and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction (Development Review) and Design Review to operate a Charter School to be known as Independent Classic Charter School at 2900 South Jenkins Road.
- The proposed charter school will be specifically located in a proposed one (1)-story building at 2900 South Jenkins Road. The subject property has a Future Land Use Designation of Medium Density Residential (RM) with a compatible zoning classification of Single Family Intermediate Density (R-2).
- The school will open for the 2020-2021 school year serving grades Kindergarten through 12th with a maximum number of 570 students.
- 13 letters were mailed out ot property owners within 500 feet of the subject property. 1 letter was returned approving the request and 1 letter was returned disaaproving the request. An update will be given at the City Commission meeting.
- The Planning Board at their meeting on Decmeber 10, 2019 voted 5-0 to recommend approval of the request as presented.

RECOMMENDATION:

Approve with three (3) Conditions

ALTERNATIVES:

Approve with Alternate Conditions
Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

staff presentation
staff report
Staff Supporting Documents
Applicant Packet & Submitted Documents
Affidavit of Notification & Mailing
Public Notification Certification
Proof of Publication

Form Review

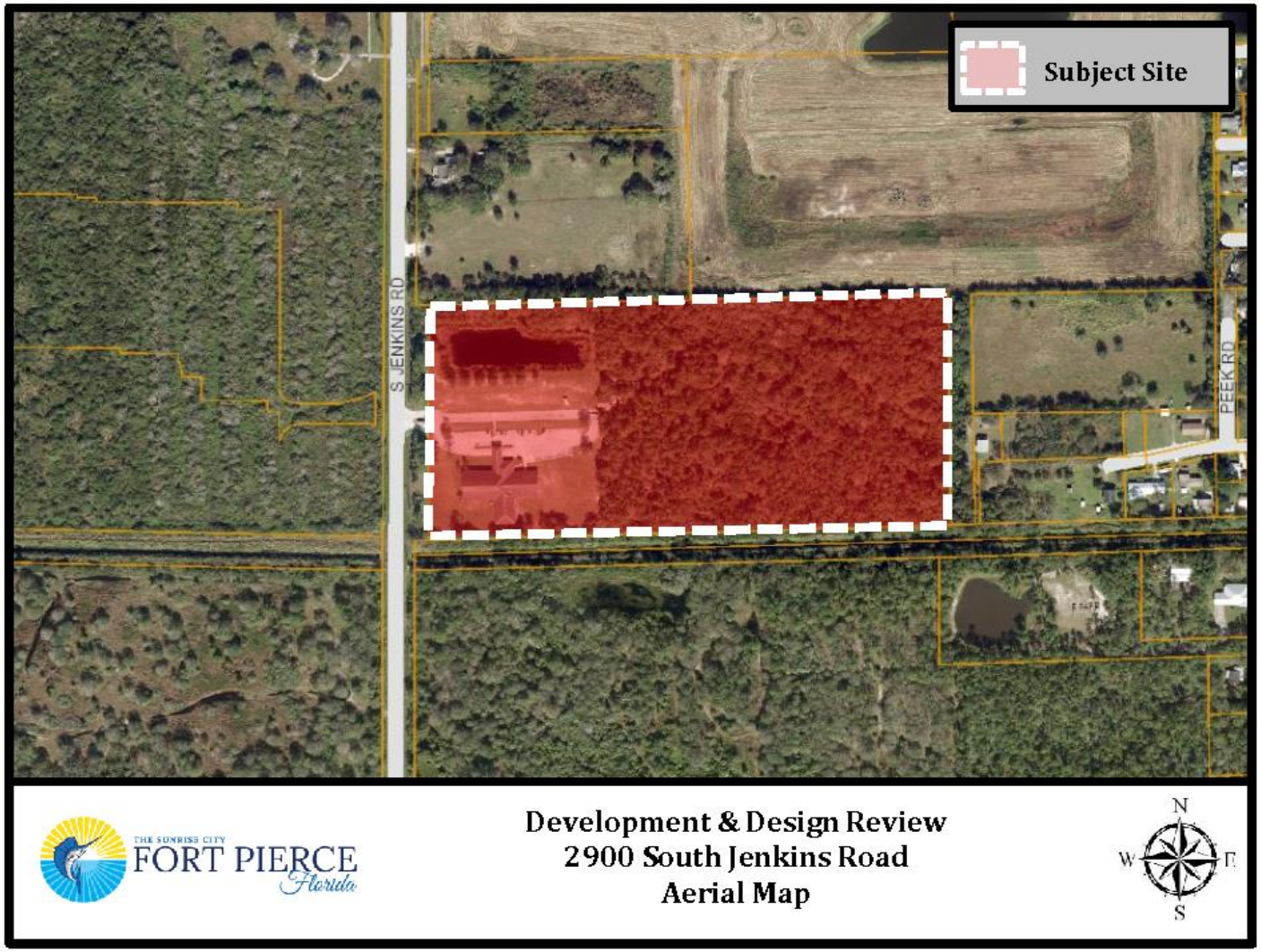
Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/15/2020 09:18 AM

Form Started By: Brandon Creagan
Started On: 01/08/2020 05:10 PM
Final Approval Date: 01/15/2020

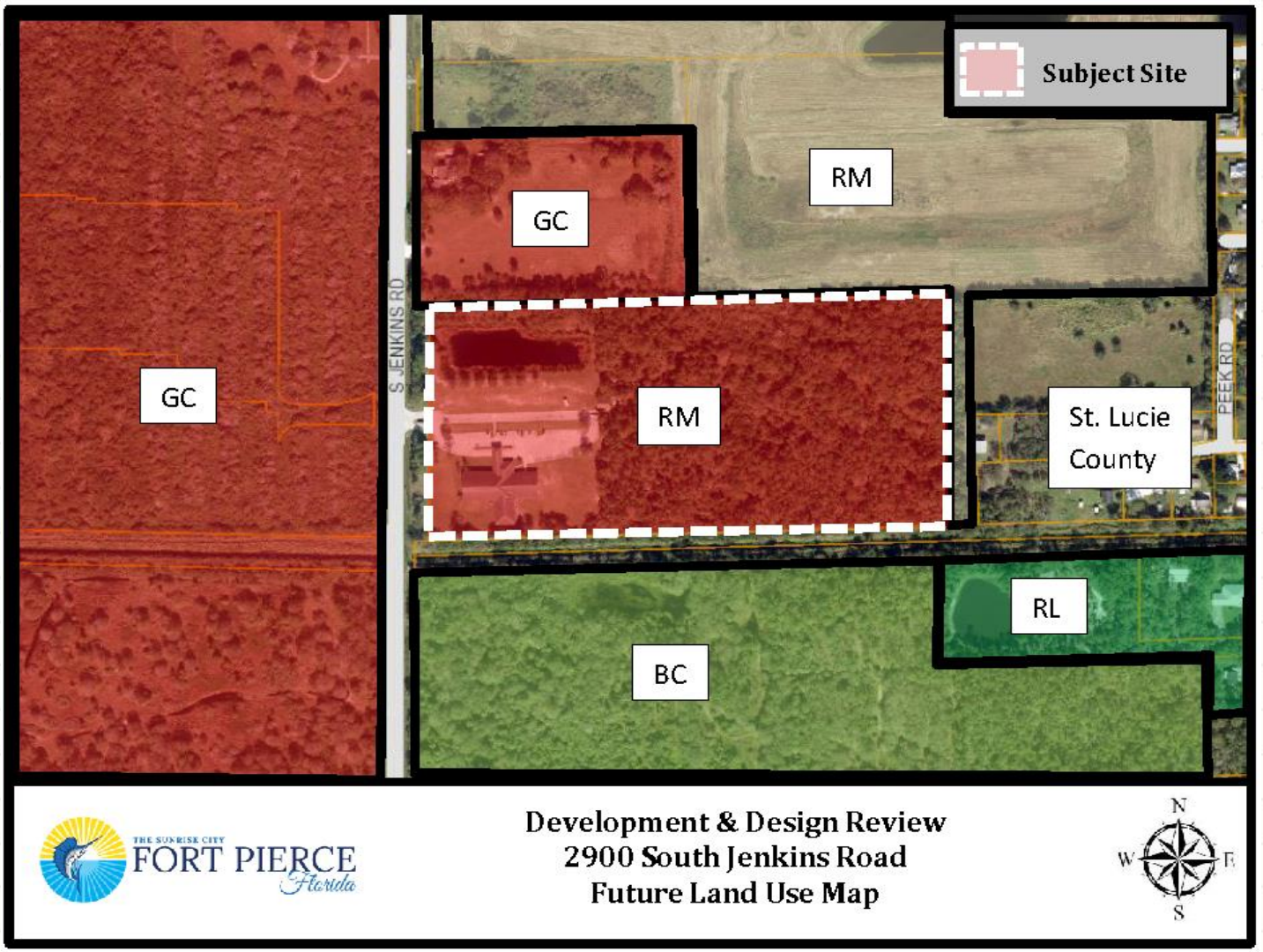
Charter School Conditional Use, Development Review, & Design Review

2900 S. Jenkins Road

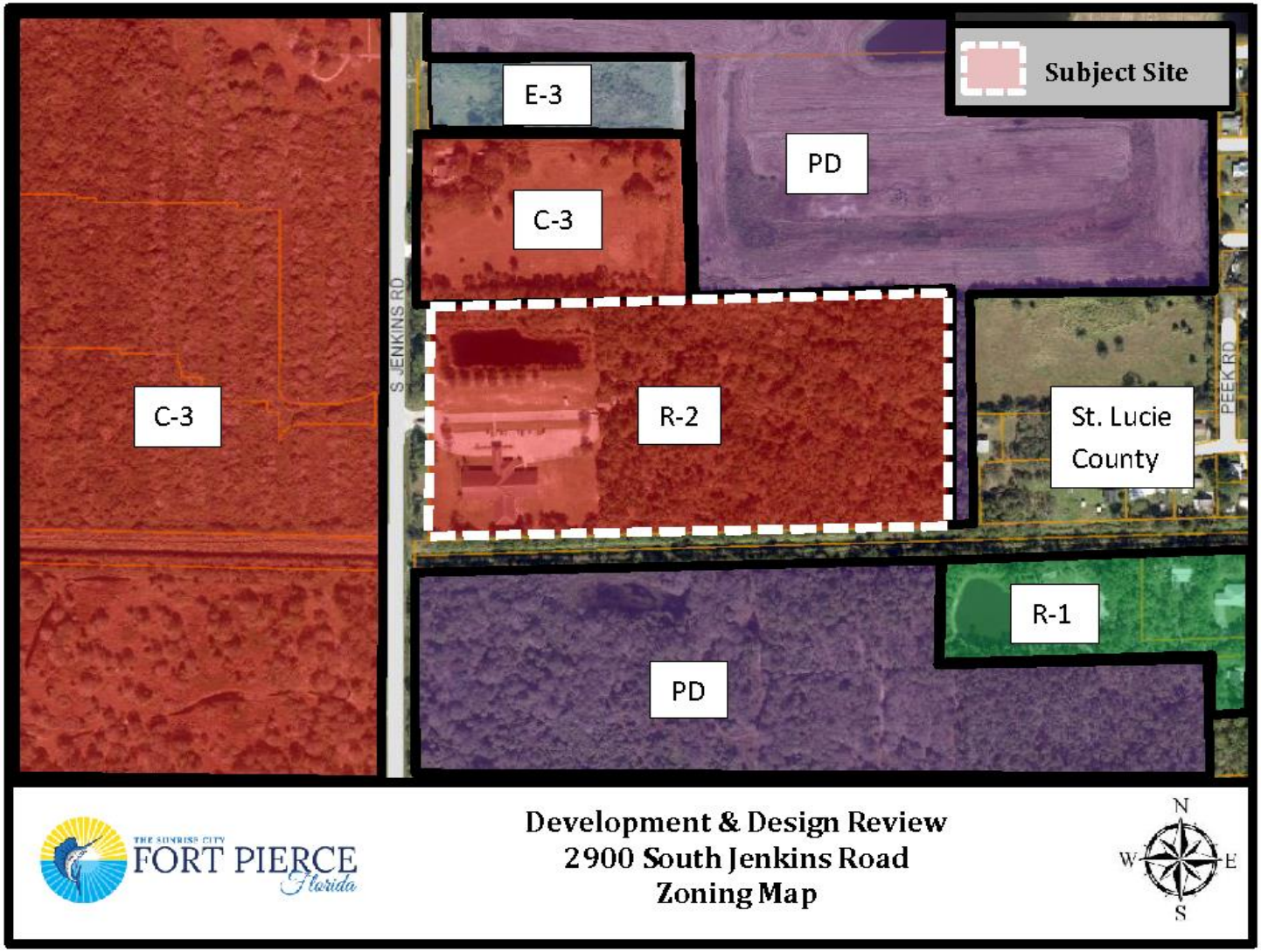
Site Map


Subject Site
S. JENKINS RD
PEEK RD
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
2900 South Jenkins Road
Aerial Map
N
W
E
S

Future Land Use Map



Zoning Map

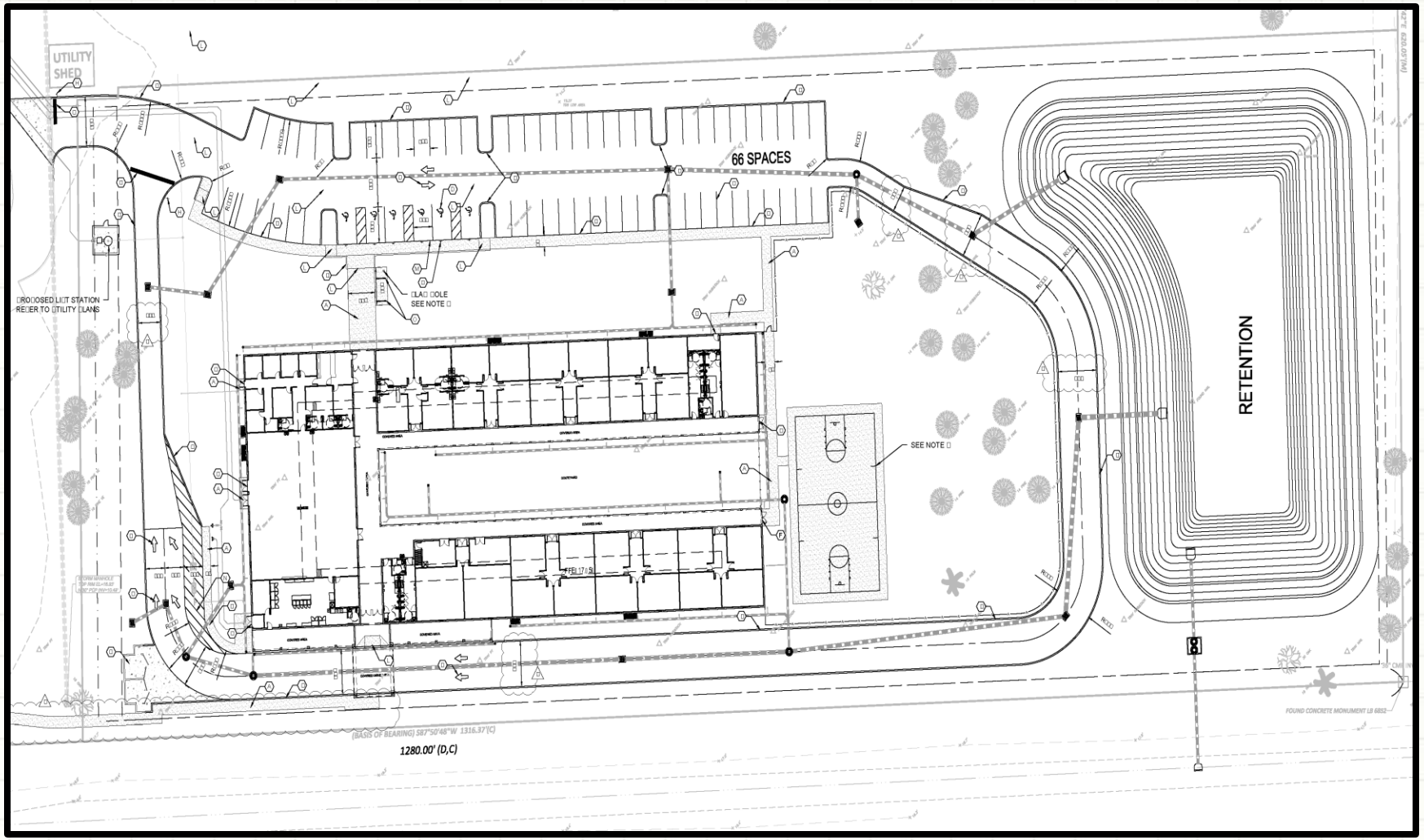

Subject Site
E-3
PD
C-3
C-3
S JENKINS RD
R-2
St. Lucie
County
PEEK RD
R-1
PD
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
2900 South Jenkins Road
Zoning Map
N
W
E
S

Request

Conditional Use with New Construction, Development Review and Design Review for the construction and operation of a charter school at 2900 S. Jenkins Road that will have no more than 370 students.

- Staff recommends **Approval** of the request
  - ❑ Consistent with the City Code & the Comprehensive Plan.
  - ❑ Does not adversely affect the public health, safety, convenience and general welfare.
  - ❑ Conditional Use approval is required for all schools.
  - ❑ Planning Board voted 5-0 to approve the request as presented.

Site Plan



Design Review

Notifications

13 Notifications

1 = In favor

1 = In Opposition (7.6%)

If 20% or more of property owners within 500 feet are in opposition, an **Approval** will require a concurring four-fifths vote by the City Commission.

Staff Recommendation

Staff recommends **APPROVAL** of the request with three conditions.

1. The applicant shall construct off-site improvements including, but not limited to, left and right hand turn lanes into the site and any additional improvements deemed necessary by the Traffic review. All offsite improvements within the right-of-way shall be permitted and bonded through St. Lucie County.

2. The applicant has agreed to dedicate seven (7) feet of right-of-ray along South Jenkins Road. Right-of-way shall be conveyed to the County within 90 days of the site plan approval or prior to the issuance of the first building permit, whichever comes first.

3. A Landscape Bond pursuant to City Code 22-180 shall be required before the Final Certificate of Occupancy is approved for the site.

Planning Board Recommendation

On December 10, 2019 meeting voted 5-0 to recommend **Approval** of the request as presented.

City Commission Action

Possible actions of the City Commission:

- **APPROVE** the proposed Conditional Use, Development Review and Design Review with no changes
    - Staff recommends approval of the request with three conditions.
    - Planning Board voted 5-0 to approve the request as presented.
- **APPROVE** of the Conditional Use, Development Review and Design Review with changes.
- **DISAPPROVE** the proposed Conditional Use, Development Review and Design Review.

Charter School
Conditional Use, Development Review, & Design Review

2900 S. Jenkins Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

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

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Development Review and Design Review**
Independent Classic Charter School
2900 South Jenkins Road

BOARD DATE: January 21, 2020

STAFF REPORT

Property Owner/Applicant: St. Peter Evangelical Lutheran
2900 South Jenkins Road
Fort Pierce FL 34981

Representative: Southcrest Management
8600 Commodity Circle Unit 145
Orlando, FL 32819

Requested Action: Approval of a Conditional Use with No New Construction Design Review for the construction and operation a Charter School

Site Location: 2900 South Jenkins Road

Parcel ID: 2419-333-0001-000-2

Parcel Size: 6.62 acres

Future Land Use: Medium Density Residential (RM)

Current Zoning: Single Family Intermediate Density (R-2)

	North	East	South	West
Surrounding Zoning:	PD/ C-3	PD	PD	C-3
Surrounding Future Land Use:	RM/GC	RM	BC	GC

Staff Analysis:

Request

In accordance with Sections 22-22, 22-58, 22-59, and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction (Development Review) and Design Review to operate a Charter School to be known as Independent Classic Charter School at 2900 South Jenkins Road. Section 22-22 of the City Code requires that properties zoned Single Family Intermediate Density (R-2) that wish to have Elementary, Middle, or High Schools must first obtain a Conditional Use approval from City Commission. Additionally, as the proposed building will be in excess of 4,000 square feet, the project requires a Development Review process as a major site plan. Lastly, since the project is proposed along a major corridor within the City Limits, Design Review is also required.

The proposed charter school will be specifically located in a proposed one (1)-story building at 2900 South Jenkins Road. The subject property has a Future Land Use Designation of Medium Density Residential (RM) with a compatible zoning classification of Single-Family Intermediate Density (R-2). The properties to the north, south, and east are zoned Planned Development (PD) with one (1) additional property to the north being zoned General Commercial (C-3). The property to the west, which is across South Jenkins Road, is also zoned C-3.

Future Land Use & Zoning

The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums, and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools, and daycare facilities shall also be allowed.

The subject site has a zoning classification of Single-Family Intermediate Density (R-2) district which is designed mainly for areas of single-family dwellings with an average net density of less than five (5) units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

Parking

The proposed charter school will be 30,906 square feet and the parking required for a school is two (2) spaces per classroom pursuant to City Code 22-60(d). The school will have 28 classrooms requiring 56 spaces. The school will be providing a total of 66 spaces, resulting in a surplus of 10 spaces. The school is required to provide bicycle parking at a ratio of one (1) space per every 10 parking spaces pursuant to City Code 22-60(f)(1)(a). Based on the number of parking spaces the applicant would be required to provide seven (7) bicycle spaces and 12 spaces are provided, representing a surplus of five (5) bicycle spaces.

Conditional Use

Per City Code Section 22-76; the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to the number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use with New Construction to construct a new one (1) story, 30,906 square foot Charter School at 2900 South Jenkins Road will provide an opportunity for consistency with zoning district and land use designation as the use nor the height adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood.

Site Plan

The school will open for the 2020-2021 school year serving grades Kindergarten through 8th with a maximum number of 570 students. When submitted, the proposed school was proposed to have 750 students, but the applicants have since revised the plans reducing the maximum school enrollment. The proposed school will be in operation from Monday through Friday with staggered start times for the various grades. A parent drop-off and pick-up is proposed as a dedicated two-lane driveway that will wrap around the school building. Ingress and egress to and from the site will be with one (1) full access driveway along South Jenkins Road. Students and staff will also have an opportunity to bicycle to the campus with racks provided for this purpose. Meals for the students will be prepared off-site and will be delivered to the school each day, with no food preparation on site.

The lighting plan provided is fully compliant with City Code 22-60(j)(1)(a), as the site is required to have a minimum average of two (2) footcandles in the parking areas and the plan demonstrates a minimum average of 3.27 footcandles in the parking areas.

Design Review

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

In staff's professional opinion the design will not detract from the build environment and will blend in with its surroundings. The building will have varying roof heights. The building itself is one (1)-story and will offer color schemes and architecture that mimics the Church that occupies the front of the site.

Landscaping

The landscape plan provided meets the requirements of City Code 22-187, General Landscaping requirements. The application will be providing nine (9) Red Maples, four (4) Southern Magnolias, 47 Slash Pine, 12 Sycamores, 39 Live Oaks, six (6) Sabal Palms, and 18 Bald Cypress. As part of the project the applicant will need to mitigate for the native trees that they are removing from the site that are over

12 inches in diameter pursuant to City Code 22-194. The applicant is removing 1,506 inches in native trees from the site. They are providing for a mitigation of 422 inches. The applicant must still mitigate for 1,084 inches of native trees that will be removed from the site. Mitigation requirements currently enable applicants to mitigation through a landscape plan, donation to the City in an area of need for trees, or through a payment in lieu.

Traffic Impact Statement
The results of the report prepared for the proposed Charter School has not indicated that the traffic impacts of the project will decrease the capacity of any roadway link on the roadway network of St. Lucie County and the Florida Department of Transportation to an unacceptable level within the study area. South Jenkins Road is within the roadway jurisdiction of St. Lucie County and they are requiring offsite improvements such as a turn lane into the site as part of their review and approval of the project.

Technical Review Committee
All affected City and County Departments have reviewed the proposed applications for Development Review and Design Review and have provided conditional approval based on compliance with requirements of the City Code and the Comprehensive Plan. The comments generated from the technical review and any responses by the applicant have been provided.

Property Owner Response Survey
13 letters were sent out to property owners within 500 feet of the subject property. As of January 9, 2020, one (1) letter is in favor the request and one (1) letter is in opposition to the request. An update will be provided at the City Commission meeting.

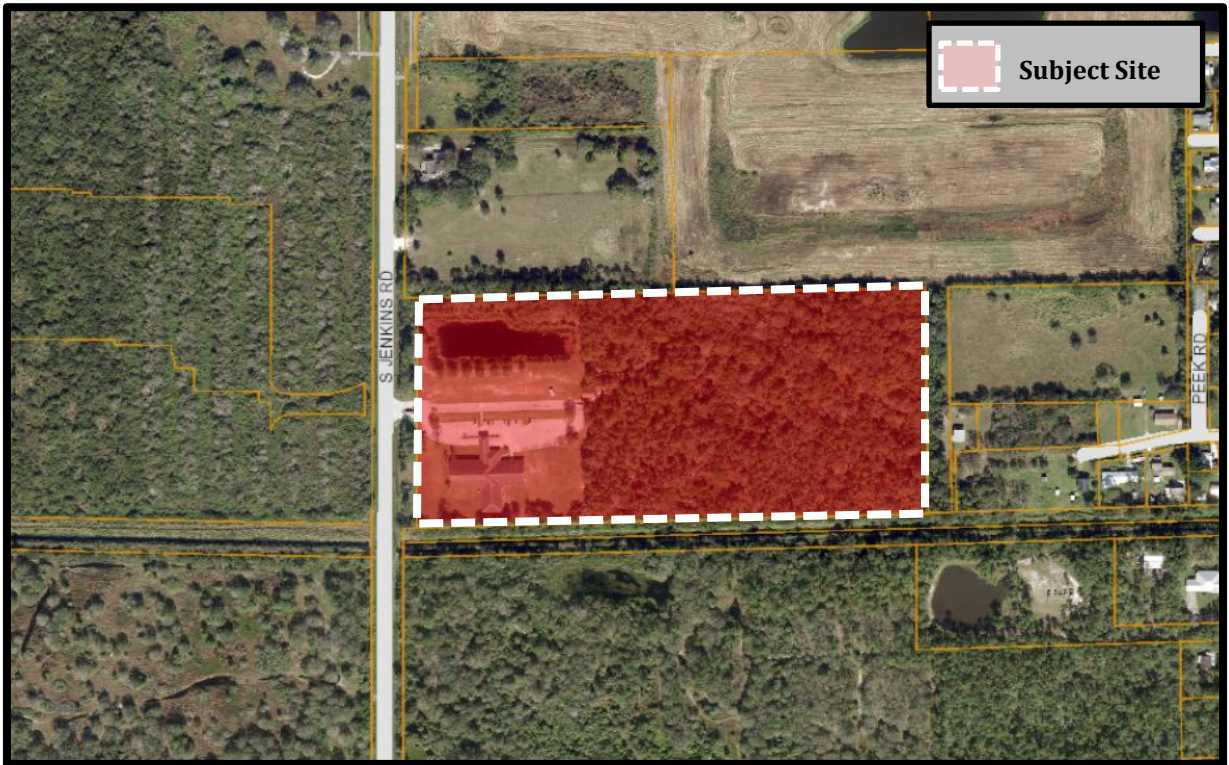
Planning Board Recommendation
The Planning Board, at their December 10, 2019 meeting voted 5-0 to recommend **Approval** of the request as presented.

Staff Recommendation
The requested applications for Development Review and Design Review meets the criteria specified in Sections 22-22, 22-58, 22-59 and 22-76 of the City Code, is consistent with the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare. Therefore, staff recommends **APPROVAL** of the proposed applications with the following conditions:

1. The applicant shall construct off-site improvements including, but not limited to, left and right hand turn lanes into the site and any additional improvements deemed necessary by the Traffic review. All offsite improvements within the right-of-way shall be permitted and bonded through St. Lucie County.

2. The applicant has agreed to dedicate seven (7) feet of right-of-ray along South Jenkins Road. Right-of-way shall be conveyed to the County within 90 days of the site plan approval or prior to the issuance of the first building permit, whichever comes first.

3. A Landscape Bond pursuant to City Code 22-180 shall be required before the Final Certificate of Occupancy is approved for the site.



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
2900 South Jenkins Road
Aerial Map

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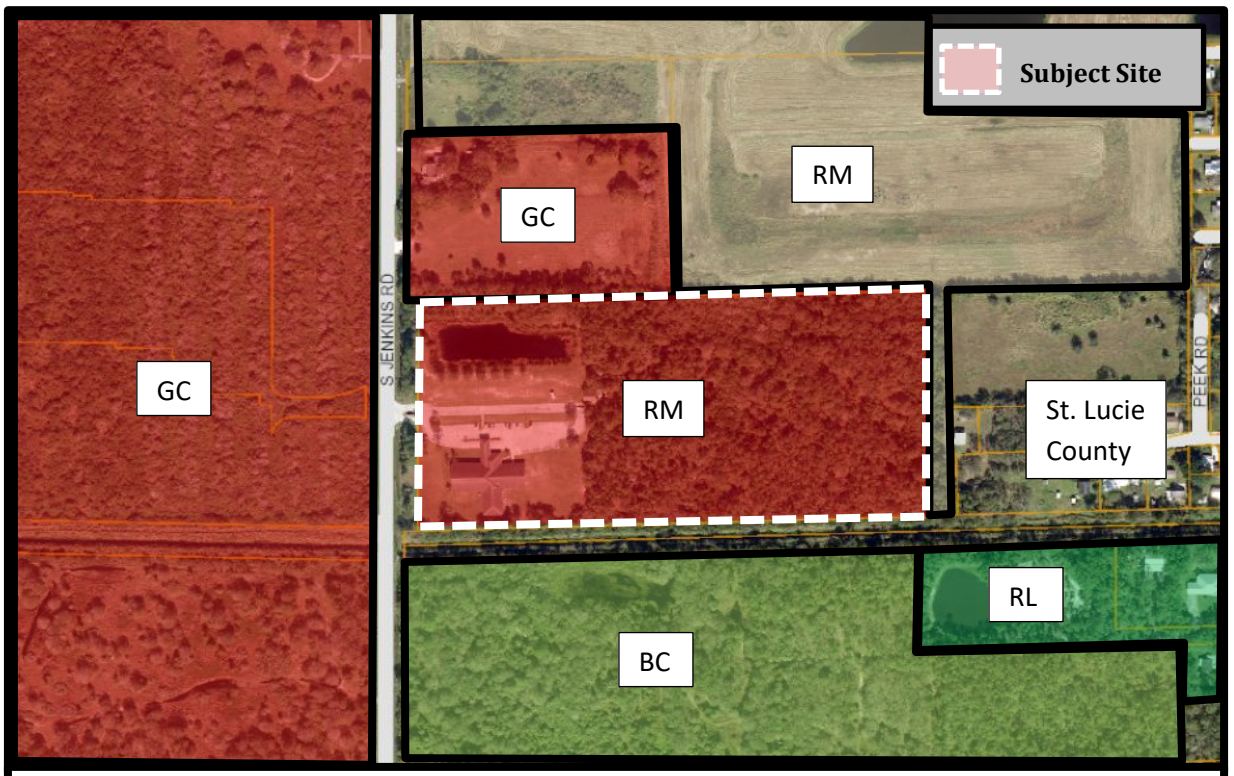

THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
2900 South Jenkins Road
Future Land Use Map

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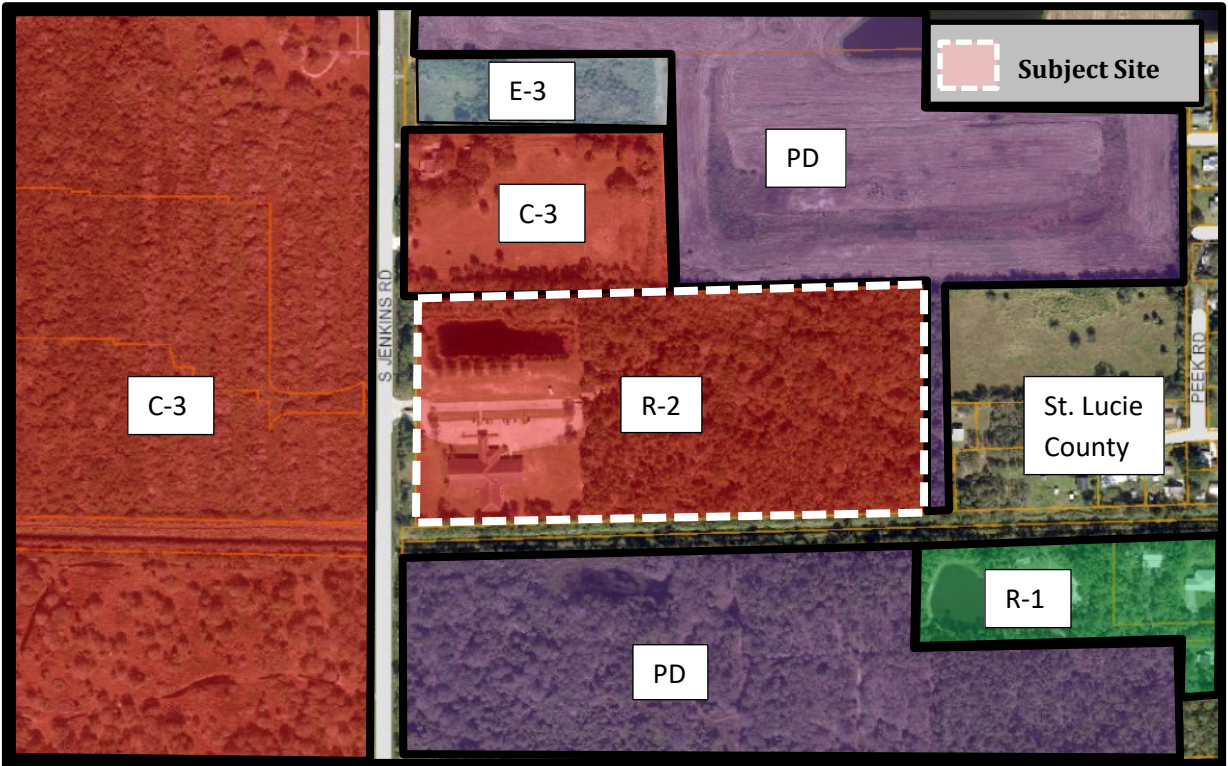

THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
2900 South Jenkins Road
Zoning Map

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W E
S

October 17, 2019

Southcrest Management
8600 Commodity Circle #145
Orlando, FL 32819

SUBJECT: **Fort Pierce Charter School – 2900 S. Jenkins Road**
TECHNICAL REVIEW PROJECT: # 19-07000008
DEVELOPMENT REVIEW, CONDITIONAL USE & DESIGN REVIEW

Comments:

1. The photometric plan provided needs to have a table that shows what minimum, maximum, and minimum average footcandle lighting is for each area to include, but not limited to the parking lot, property lines, and sidewalks.

2. A tree mitigation plan needs to be provided prior to Planning Board that details trees that need to be mitigated for on-site as well as what the total DBH is for each tree and the total DBH for the whole entire site. Mitigation requirements can be found in City Code 22-191 through 22-194.

3. The dumpster enclosure location may need to be moved as its current location may not be practical with how the driveway and drive aisle is configured. Speak to Tysha Williams in the Public Works Solid Waste Division to determine if this is an appropriate location for their trucks.

4. The driveway that wraps around the school needs to be reconfigured as it falls below the minimum standards for a driveway pursuant to City Code 22-61. For all areas of the driveway that are one lane, the driveway shall be at minimum 14 feet and the plans show a minimum of 12 feet. For the areas of the driveway that show two lanes, each lane shall be at minimum 14 feet or 28 feet combined. The plans only show a minimum of 10 feet each or 20 feet combined.

5. The Landscape Plan provided appears to not meet the minimum standards of a Landscape Plan pursuant to City Code 22-187. Staff will be providing a marked-up Landscape Plan that will provide areas for Landscape Improvement. As this site is on a major corridor and the project is going through Design Review, Development Review, and a Conditional Use, any revised Landscape Plan shall be above and beyond the minimum standards of the Landscape Code contained in 22-187. You can also use this Landscape Plan to mitigate for any trees that need to be mitigated for. This must be provided prior to Planning Board

6. The courtyard that is proposed shall be configured to a point that is can be an area where people could gather to enjoy the campus, socialize, and so on. Staff would like to see some benches, brick paver paths, trees with mulched flower beds, and possibly a water feature. With this area being an open space there is a good opportunity to turn it into a nice calming & inviting space.

7. Provide a narrative that explains your project and what you want to do. This is required to be advanced to the Planning Board. The narrative should give a brief description of the project, tell how many students are proposed, what grades are proposed, how many classrooms, the make-up of the staff, and should give a proposed schedule (if available).

8. The retention area may need to be landscaped at its perimeter pursuant to City Code 17-34.

Please provide a written response to all TRC comments by October 31, 2019. Any department that has recommended disapproval must have their comments satisfied and must give at least a recommendation of approval with conditions before the project can move to the Planning Board stage. Once the project is ready for the Planning Board stage you will need to submit ten (10) full complete hard copies & one (1) complete digital copy all previous submittal materials with any revisions reflected. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

RECEIVED

TO : Brandon Creagan, Planner

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

CITY OF FORT PIERCE
PLANNING & ZONING

RE : Fort Pierce Charter School – 2900 S. Jenkins Road
Site Plan - TRC No. 19-07000008

DATE : November 19, 2019

This is to advise you that we have completed the review of the following documents as received by this office on November 18, 2019:

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

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

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

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

- [ ] See attached for engineering comments

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

ENGINEERING COMMENTS:

1. ADVISORY COMMENT: The drainage plans are conceptual at this time and will be reviewed in depth at time of Site Work permit submittal.

JRA/TST/~~tst~~

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

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Fort Pierce Charter School – 2900 S. Jenkins Road
Site Plan - TRC No. 19-07000008

DATE : October 15, 2019

This is to advise you that we have completed the review of the following documents as received by this office on October 4, 2019:

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

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

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

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

- [x] See attached for engineering comments

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ENGINEERING COMMENTS:

1. Provide a note on the site plan that all construction will comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.
2. ADVISORY COMMENT: The drainage plans are conceptual at this time and will be reviewed in depth at time of Site Work permit submittal.
3. Please update all engineering plans to a standard engineering scale.
4. Provide a stop situation at the tie-in to the existing driveway located at the west end of the site.
5. The site plan shall have a minimum two-way driveway aisle of 24'. This driveway aisle shall be increased to 26' where perpendicular parking stalls are adjacent to the drive aisle.
6. The 12' one-way driveway aisle shall be increased to a width of 14' as required by the City of Fort Pierce Code of Ordinances.
7. Revise the plans to provide a minimum width of 24' for the dual one-way lanes.
8. The site proposes a sidewalk connection to an existing paved driveway, please provide delineated pedestrian connectivity to the public right-of-way.
9. Provide confirmation from SLC as to whether a sidewalk is required to be constructed along Jenkins Road.

JRA/TST/tst

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

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

RECEIVED
OCT 14 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Meeting Date: 10.17.19
Property Address: 2900 S. Jenkins Rd.
Property Name: SP – Fort Pierce Charter School
Planner: Brandon Creagan

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

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

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

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

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

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

☐ 7. Change of Use required

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

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

☐ 9. Flood Development Permit required.

☒ 10. Building Permit required.

☒ 11. Signed and sealed construction drawings required.

☒ 12. Will need to meet the Fire Code.

☒ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 10-14-19

Technical Review Committee meeting

October 17th, 2019

Case # 19-07000008

Site Plan

Fort Pierce Charter School, 2900 South Jenkins Rd, FP

Comments:

Temporary approval is granted at this time to proceed with administratively related topics with regards to this project. However, full approval is withheld at this time pending further site plans with regards to elevations, interior detail and full photometric plan to include illuminance figures for the entire site.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

October 16, 2019

Project: **Site Plan**
Subject: **TRC Comments**
To: Brandon Creagan
From: David Hays
Ref: Proj. #19-07000008

1. Clearly identify the S. Jenkins Road Right-of-Way total width.
2. South Jenkins Road is identified on the County's Roadway Protection Map as a 4-lane Arterial/Collector roadway with an ultimate width of 160'. The re-plat indicates and existing 100' of right-of-way, 80' with an additional 20' previously dedicated. The site may be responsible for an additional 20' of dedication. The County will coordinate with the City on final determinations.
3. A 6' wide sidewalk is required along the S. Jenkins Road frontage for the parent parcel.
4. Comments with respect to the Traffic Report will be forthcoming via separate communication. The report will be transmitted to a consultant for review and commenting. The cost of the review will be supplied to the applicant for payment.
5. Per SLC Codes, the proposed widening and turn lanes will require a Roadway Improvement Agreement (RIA) in accordance with SLC Codes, Section 11.04.
6. Based on the preliminary information, it does not appear the site has predevelopment discharge to the canal. The SW Report indicates a post development discharge of approximately 20cfs meeting predevelopment discharge. A more detailed review will be forthcoming.
7. SLC PW recommends a meeting between the County and the City (Planning and Engineering) to discuss and outline particular processes and requirements to fulfill both community's needs.
8. Subsequent to TRC approval, the applicant may submit the required documents to Grant Chambers, P.E. in the SLC Engineering Division. Documents include a Right-of-Way permit application, two sets of plans, and other appropriate information. In accordance with the permit and Land Development Regulations, the applicant shall retain the EOR for the inspections and final certification. The County recommends recording of the plat be subsequent to posting roadway security.

October 16, 2019

Project: **Minor Replat**
Subject: **TRC Comments**
To: Brandon Creagan
From: David Hays
Ref: Proj. #19-05000002

1. Clearly identify the S. Jenkins Road Right-of-Way total width.
2. South Jenkins Road is identified on the County's Roadway Protection Map as a 4-lane Arterial/Collector roadway with an ultimate width of 160'. The re-plat indicates and existing 100' of right-of-way, 80' with an additional 20' previously dedicated. The site may be responsible for an additional 20' of dedication. The County will coordinate with the City on final determinations.

October 14, 2019

Project: **Fort Pierce Charter School Boundary Survey**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 thru 5J-17.052, Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes,.

SURVEY:

1) Please correct misspelling in Title of survey at the top of sheets 1and2.
2) Please remove Professional Engineers Seal in Title Block both sheets, and add Surveyors Seal.
3) Please sign survey for resubmittal.
4) Please correct LB number for set monumentation at S.W. corner of boundary.
5) Please check spelling of religious organization on survey, there are two different spellings in two locations on the survey map, on sheet two.
6) Please correct or rewrite Surveyors note 6.3 on sheet one to avoid confusion.
7) Please correct Surveyors note 10 on sheet one.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DEVELOPMENT REVIEW

Property address or Location: 2900 Jenkins Rd, Fort Pierce FL 34981

Parcel ID #(s): 2419-333-0001-000-2

Project description: Charter School Facility for Grades K-12

St. Peter Evangelical Luthern	Southcrest Management
Property Owner(s)	**Applicant/Representative, Title, Company**
2900 Jenkins Rd	8600 Commodity Cir #145
Street Address	Street Address
Fort Pierce FL 34981	Orlando FL Orlando
City State Zip	City State Zip
772-708-6823	321-217-9269
Phone Number	Phone Number
ncstr10@aol.com	michael@southcrest.us
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Theodora Ricca

Property Owner(s) Signature(s)

STATE OF FLORIDA -- Orange COUNTY

The foregoing instrument was acknowledged before me this 18 day of Sept, 2019, by Theodora Ricca who is personally known to me or has produced _____ as identification.

Signature of Notary

MICHAEL EZZARD
MY COMMISSION # GG 150592
EXPIRES: February 11, 2022
Bonded Thru Notary Public Underwriters

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

Fees_____Control #_____B. Permit #_____

Intake Date Stamp

☐ DEVELOPMENT REVIEW

General Information

- ☐ Incomplete application packets cannot be accepted.
- ☐ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
☐ Site Plan	☐ Conditional Use with New Const.	☐ Major Amendment
☐ Conceptual Development Plan		☐ Minor Amendment

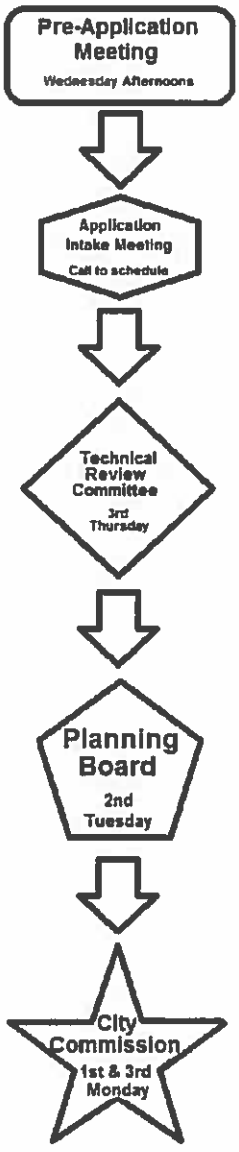
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ☐ Complete notarized application
- ☐ Warranty Deed
- ☐ SLC Property Record Card
- ☐ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ☐ General location map (see Section 22-58.d.2)
- ☐ Survey (see Section 22-58.d.3)
- ☐ Site Plan (see Section 22-58.d.4)
- ☐ Landscaping Plan (see Section 22-187)
- ☐ Storm Drainage Plan (see Section 22-58.d.6)
- ☐ Environmental Impact Report
- ☐ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ☐ Lighting Plan (see Section 22-58.d.8)
- ☐ Design Review submittals (see Design Review application)
- ☐ Traffic Impact Report
- ☐ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 2900 Jenkins Rd, Fort Pierce FL 34981
Parcel ID #(s) 2419-333-0001-000-2
Project Description Charter School Facility for Grades K-12

St. Peter Evangelical Luthern	Southcrest Management
Property Owner(s)	Applicant/Representative, Title, Company
2900 Jenkins Rd	8600 Commodity Cir #145
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Fort Pierce FL 34981	Orlando FL 32819
City State Zip	City State Zip
772-708-6823	321-217-9269
Phone Number	Phone Number
ricetr10@aol.com	michael@southcrest.us
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Theodore R Rice
Property Owner(s) Signature(s)

STATE OF FLORIDA -- Orange COUNTY
The foregoing instrument was acknowledged before me this 18 day of Sept, 20 19, by

Theodore Rice who is personally known to me or has produced

_____ as identification.

Signature of Notary

MICHAEL EZZARD
MY COMMISSION # GG 150592
EXPIRES: February 11, 2022
Bonded Thru Notary Public Underwriters

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	General Commercial/ Vacant Land	General Commercial	General Commercial / Medium Density
South	General Commercial/ Vacant Land	General Commercial	Planned Development
East	Medium Density Residential Vacant Land	Medium Density Residential	Medium Density
West	General Commercial/ Vacant Land	General Commercial	General Commercial

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Medium Density Residential	SF Intermediate	5 Units / AC	18.68 AC	N/A
****Proposed**	Medium Density Residential	SF Intermediate	30,906 SF	6.62 AC	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot x 30,906 SF = 3,863 GPD
Demand Analysis	Maximum 3,863 GPD x 4 peak factor = 15,452 GPD Peak
Current Zoning/FLU	Total gallons per day 3,863 GPD
**Proposed Zoning/FLU	Total gallons per day 3,863 GPD
**Change in Demand	Total gallons per day 0.00 GPD

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot x 30,906 SF = 3,091 GPD
Demand Analysis	Maximum 3,091 GPD X 4 Peak Factor = 12,364 GPD Peak
Current Zoning/FLU	Total gallons per day 3,091 GPD
**Proposed Zoning/FLU	Total gallons per day 3,091 GPD
**Change in Demand	Total gallons per day 0.00 GPD

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	In the existing condition the site discharges to the on-site wetland located in the north section of the site. The 25-year 3-day storm Pre vs. Post discharge is 28.71 cfs vs. 20.02 cfs, respectively. In the proposed condition, Pond 1 will discharge to Canal #39 which is owned by the NSLRWCD, and is located south of the project. The maximum discharge volume required by NSLRWCD has been met. The Storm Sewer system has been designed with the 10-year frequency and the tailwater for the storm sewer system is equal to 14.62 ft and is based on the peak stage in Pond 1 from the 5 year 1 day storm event.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Charter School		30,906 SF	6.62 AC	4/2020	8/2020

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐Yes ☑No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐Yes ☑No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

MAP OF ALTA/NSPS LAND TITLE SURVEY
FORT PIERCE CHARTER SCHOOL
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:
(PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPTING THEREFROM RIGHTS-OF-WAY FOR PUBLIC ROADS AND DRAINAGE.

ALSO LESS AND EXCEPT A STRIP OF LAND, 33.00 FEET IN WIDTH, LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST 33.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 1107, PAGE 2681, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:
(PROVIDED BY SURVEYOR FROM A FIELD SURVEY)

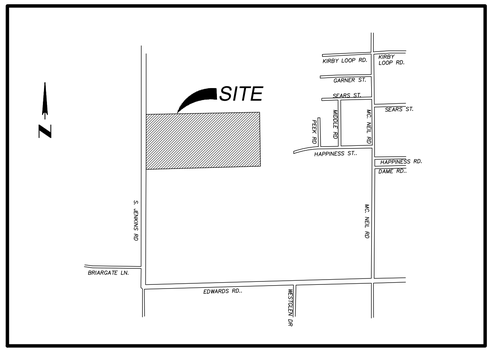
A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE, NORTH 00°00'02" WEST A DISTANCE OF 40.01 FEET, ALONG THE EAST LINE OF SAID SECTION 19; THENCE, NORTH 87°50'48" EAST A DISTANCE OF 73.01 FEET, TO THE APPARENT EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (RIGHT-OF-WAY WIDTH VARIES) AND THE POINT OF **BEGINNING**; THENCE, FROM SAID POINT OF **BEGINNING,** NORTH 00°00'02" EAST A DISTANCE OF 620.26 FEET, ALONG THE APPARENT EAST RIGHT OF WAY LINE OF SOUTH JENKINS ROAD; THENCE, NORTH 87°50'48" EAST A DISTANCE OF 1276.85 FEET, ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE, SOUTH 00°35'42" EAST A DISTANCE OF 620.05 FEET, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE, SOUTH 87°50'48" WEST A DISTANCE OF 1283.30 FEET TO THE POINT OF **BEGINNING**.

CONTAINING ±18.21 ACRES

SCHEDULE B-II EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **(NOT A SURVEY MATTER)**
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF LAND NOT SHOWN BY THE PUBLIC RECORS. **(NOT A SURVEY MATTER)**
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(NONE FOUND)**
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **(NOT A SURVEY MATTER)**
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. **(NOT A SURVEY MATTER)**
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **(NOT A SURVEY MATTER)**
8. TAXES AND ASSESSMENTS FOR YEAR 2019 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
9. RESOLUTION NO. 88-185 RECORDED IN BOOK 593, PAGE 1675. **(NOT A SURVEY MATTER)**
10. ORDINANCE NO. 88-64 RECORDED IN BOOK 593, PAGE 1796. **(NOT A SURVEY MATTER)**
11. RESOLUTION NO. 97-099 RECORDED IN BOOK 1101, PAGE 279. **(NOT A SURVEY MATTER)**
12. ORDINANCE NO. J-393 RECORDED IN BOOK 1130, PAGE 66. **(NOT A SURVEY MATTER)**
13. RESOLUTION NO. 98-014 RECORDED IN BOOK 1160, PAGE 49. **(NOT A SURVEY MATTER)**
14. RESOLUTION NO. 99-188 RECORDED IN BOOK 1255, PAGE 945. **(NOT A SURVEY MATTER)**
15. AGREEMENT BY AND BETWEEN ST. PETER EVANGELICAL LUTHERAN CHURCH, INC., AND FORT PIERCE UTILITIES AUTHORITY RECORDED IN BOOK 1314, PAGE 324. **(NOT A SURVEY MATTER)**
16. ORDINANCE NO. K-84 RECORDED IN BOOK 1405, PAGE 1325. **(AFFECTS THIS PARCEL - SHOWN ON MAP OF SURVEY)**
17. EASEMENT BY AND BETWEEN ST. PETER EVANGELICAL LUTHERAN CHURCH, INC., AND CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, RECORDED IN BOOK 3173, PAGE 1074. **(AFFECTS THIS PARCEL - SHOW ON MAP SURVEY)**



VICINITY MAP
NOT TO SCALE

TABLE A:

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(ON MAP OF SURVEY)**
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(ON MAP OF SURVEY)**
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **(SEE NOTE 13 IN SURVEYORS NOTES)**
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(ON MAP OF SURVEY)**
6. (A) IF SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, LIST THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NONE PROVIDED)**
   (B) IF THE ZONING SETBACK REQUIREMENTS ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NONE PROVIDED)**
7. (A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(ON MAP OF SURVEY)**
   (B) SQUARE FOOTAGE OF:
   (1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL. **(ON MAP OF SURVEY)**
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(ON MAP OF SURVEY)**
9. NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(ON MAP OF SURVEY)**
10. (A) AS DESIGNATED BY THE CLIENT, A DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES (CLIENT TO OBTAIN NECESSARY PERMISSIONS). **(NONE FOUND)**
    (B) AS DESIGNATED BY THE CLIENT, A DETERMINATION OF WHETHER CERTAIN WALLS ARE PLUMB (CLIENT TO OBTAIN NECESSARY PERMISSIONS). (NOT ABLE TO ACCOMPLISH THIS TASK). **(NONE FOUND)**
11. LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY: OBSERVED EVIDENCE COLLECTED PURSUANT TO SECTION 5.E.IV. EVIDENCE FROM PLANS REQUESTED BY THE SURVEYOR AND OBTAINED FROM UTILITY COMPANIES, OR PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION), AND MARKINGS REQUESTED BY THE SURVEYOR PURSUANT TO AN 811 UTILITY LOCATE OR SIMILAR REQUEST REPRESENTATIVE EXAMPLES OF SUCH UTILITIES INCLUDE, BUT ARE NOT LIMITED TO: MANHOLES, CATCH BASINS, VALVE VAULTS AND OTHER SURFACE INDICATIONS OF SUBTERRANEAN USES; WIRES AND CABLES (INCLUDING THEIR FUNCTION, IF READILY IDENTIFIABLE) CROSSING THE SURVEYED PROPERTY, AND ALL POLES ON OR WITHIN TEN FEET OF THE SURVEYED PROPERTY. WITHOUT EXPRESSING A LEGAL OPINION AS TO THE OWNERSHIP OR NATURE OF THE POTENTIAL ENCROACHMENT, THE DIMENSIONS OF ALL ENCROACHING UTILITY POLE CROSSMEMBERS OR OVERHANGS; AND UTILITY COMPANY INSTALLATIONS ON THE SURVEYED PROPERTY. **(NONE FOUND)**

    NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(ON MAP OF SURVEY)**
14. AS SPECIFIED BY THE CLIENT, DISTANCE TO THE NEAREST INTERSECTING STREET. **(NOT REQUESTED)**
16. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(NONE FOUND)**
17. PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(NOT APPLICABLE)**
18. IF THERE HAS BEEN A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT, THE SURVEYOR SHALL LOCATE ANY DELINEATION MARKERS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK AND SHOW THEM ON THE FACE OF THE PLAT OR MAP. IF NO MARKERS WERE OBSERVED, THE SURVEYOR SHALL SO STATE. **(ON MAP OF SURVEY)**
19. INCLUDE ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS OR SERVITUDE DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR AS A PART OF THE SURVEY PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS) (CLIENT TO OBTAIN NECESSARY PERMISSIONS). **(ON MAP OF SURVEY)**

SURVEYOR'S NOTES:

1. THE LAND SHOWN ON THIS SURVEY IS THE SAME AS THE LAND IN THE PROVIDED TITLE REPORT.
2. DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY PROPERTYINFO TITLE SEARCH SERVICES.
3. FIELD BEARINGS AND DISTANCES ARE BASED ON THE WEST LINE OF THE SURVEYED PARCEL (BEARING BASE: SOUTH 00°35'42"EAST).
4. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER SJ-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY, WAS TO CONVEY AN ALTA/NSPS SURVEY AND ITS IMPROVEMENTS PLANIMETRICALY. THE REQUIREMENTS FOR AN ALTA/NSPS SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2016).
5. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (SJ-17.051 FAC) IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED EXCEEDS THIS REQUIREMENT
6. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A SPECTRA PRECISION EPOCH 80 GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   6.1. THE REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON JULY, 2019.
   6.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   6.3. HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
7. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
8. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS ARE NOT TO SCALE.
9. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER DEEDS OF RECORD. THE TITLE REPORT PROVIDED BY PROPERTYINFO TITLE SEARCH SERVICES WAS USED TO CONVEY THE AFOREMENTIONED ITEMS.
10. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY
11. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
12. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE
13. THIS PROPERTY LIES WITHIN ZONE X OF THE CURRENT FEMA FLOOD RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS ST. LUCIE COUNTY UNINCORPORATED AREAS, FLORIDA. MAP NUMBER 12111C0167J WITH A REVISION DATE OF FEBRUARY 2, 2012.
14. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
15. ALL TYPES, SIZES, LOCATIONS, GRADES, ETC, OF ALL FEATURES, SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
16. THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES. EXCEPT AS SHOWN THE WETLANDS WERE MARKED BY OTHERS.
17. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
18. NO CEMETERIES, BURIAL GROUNDS, OR GRAVE SITES WERE OBSERVED ON THE PROPERTY.
19. NO ENCROACHMENTS WERE FOUND DURING THIS SURVEY.
20. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER 1062-4404461. (DATED JUNE 28, 2019 @ 8:00 AM)

SURVEYOR'S CERTIFICATE:

PROPERTY ADDRESS: 2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427.

TO: TAFT MORLEY
AMERICAN CHARTER DEVELOPMENT & FINANCE,
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6,7,8,9,10,11,12,13,14,15,16,17,18,19, AND 20 OF TABLE A THEREOF. THIS MAP OF SURVEY SHOWN HEREON IS ALSO IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
THE FIELD WORK WAS COMPLETED ON 11-12-19
DATE OF MAP 8-28-19

ANGEL M. BOSQUE-POLANCO, P.S.M. 6581

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

THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF KPM AND ARE ISSUED ONLY FOR THE SPECIFIC PROJECT NOTED ON THESE DRAWINGS. ANY REPRODUCTIONS, REVISIONS OR MODIFICATIONS OF THESE DOCUMENTS WITHOUT THE EXPRESSED WRITTEN CONSENT OF KPM, IS PROHIBITED BY LAW.

NO.	REVISION	DATE
1		
2		
3		
4		
5		

Job No. 19-0150.001	DATE: 8/30/19
Scale AS SHOWN	F.B. KING
Section 19	PAGE: KING
Township 35S	DESGN. N/A
Range 40E	DRAWN: HMD
	CHECKED: AMP

MAP OF ALTA/NSPS LAND TITLE SURVEY
FORT PIERCE CHARTER SCHOOL

KPMFranklin
ENGINEERS – SURVEYORS – PLANNERS
LB No. 3556
1012 Emmett Street, Suite "A" Kissimmee, FL. 34744
Telephone (407) 846-1216 Fax (407) 343-0324
e-mail: survey@kpmfranklin.com

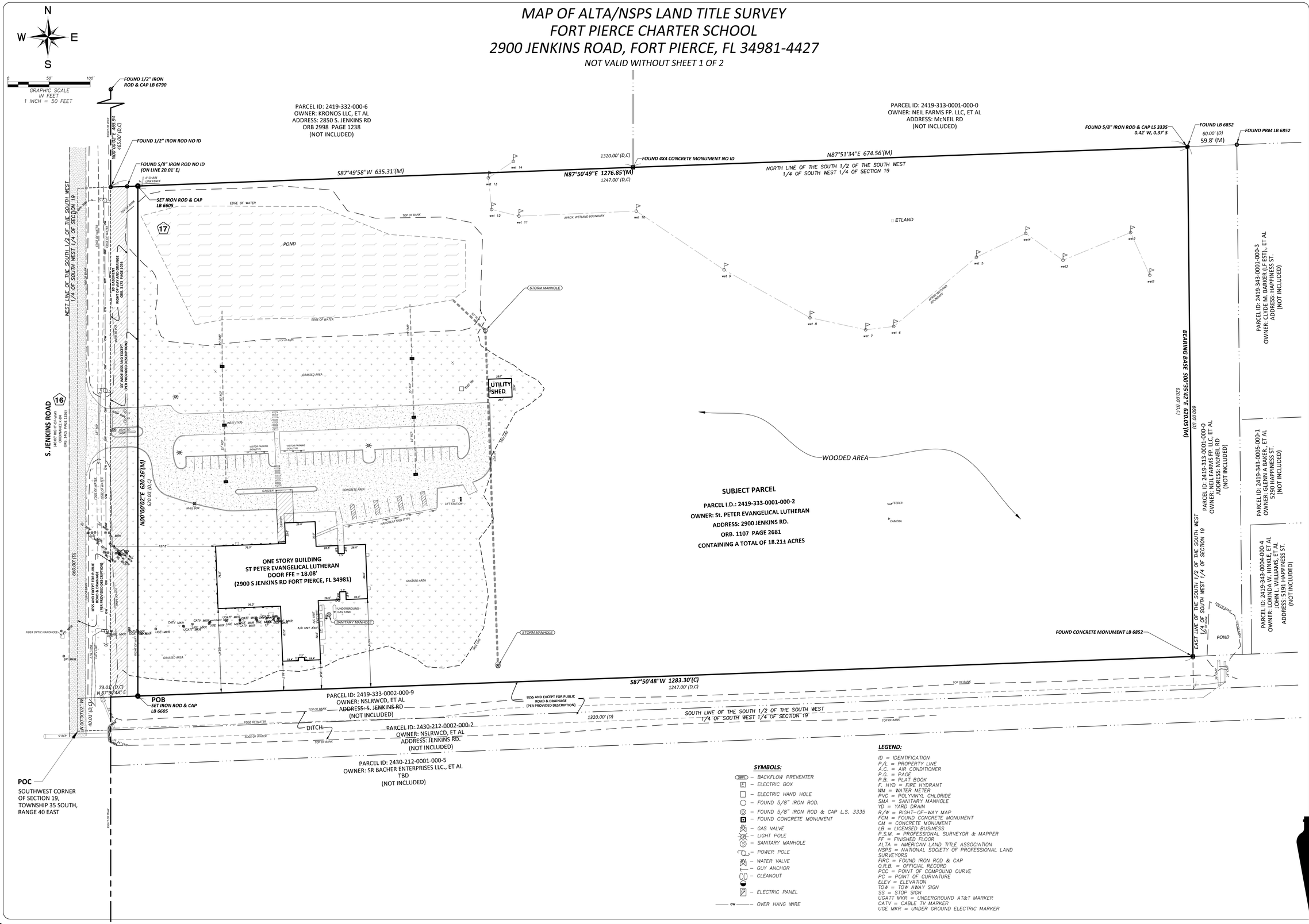
DRAWING

SHEET 1 OF 2

C:\Project Survey Projects\2019\19-0150.001 Fort Pierce Charter School\MAP FORT PIERCE CHARTER SCHOOL - ALTA.dwg, 11/12/2019 11:50:01 AM, JOHN (1).pc3

MAP OF ALTA/NSPS LAND TITLE SURVEY
FORT PIERCE CHARTER SCHOOL
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

NOT VALID WITHOUT SHEET 1 OF 2



SYMBOLS:

- BFPC – BACKFLOW PREVENTER
- E – ELECTRIC BOX
- ELECTRIC HAND HOLE
- FOUND 5/8" IRON ROD.
- FOUND 5/8" IRON ROD & CAP L.S. 3335
- FOUND CONCRETE MONUMENT
- GAS VALVE
- LIGHT POLE
- S – SANITARY MANHOLE
- POWER POLE
- WV – WATER VALVE
- GUY ANCHOR
- CLEANOUT
- E – ELECTRIC PANEL
- ow – OVER HANG WIRE

LEGEND:

ID = IDENTIFICATION
P/L = PROPERTY LINE
A.C. = AIR CONDITIONER
P.G. = PAGE
P.B. = PLAT BOOK
F. HYD = FIRE HYDRANT
WM = WATER METER
PVC = POLYVINYL CHLORIDE
SMA = SANITARY MANHOLE
YD = YARD DRAIN
R/W = RIGHT-OF-WAY MAP
FCM = FOUND CONCRETE MONUMENT
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
FF = FINISHED FLOOR
ALTA = AMERICAN LAND TITLE ASSOCIATION
NSPS = NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS
FIRC = FOUND IRON ROD & CAP
O.R.B. = OFFICIAL RECORD
PCC = POINT OF COMPOUND CURVE
PC = POINT OF CURVATURE
ELEV = ELEVATION
TOW = TOW AWAY SIGN
SS = STOP SIGN
UGATT MKR = UNDERGROUND AT&T MARKER
CATV = CABLE TV MARKER
UGE MKR = UNDER GROUND ELECTRIC MARKER

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THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF KPM AND ARE ISSUED ONLY FOR THE SPECIFIC PROJECT NOTED ON THESE DRAWINGS.

REVISION	DATE
6	
7	
8	
9	
10	

Job No. 19-2170.001	DATE: 8/26/19
Scale: AS SHOWN	F.B.: KNG
Section: 19	PAGE: KNG
Township: 35S	DESIGN: N/A
Range: 40E	DRAWN: HMD
	CHECKED: AMP

MAP OF ALTA/NSPS LAND TITLE SURVEY
FORT PIERCE CHARTER SCHOOL

KPMFranklin
ENGINEERS ▪ SURVEYORS ▪ PLANNERS
CA No. 6605 ▪ LB No. 6605
1012 Emmett Street, Suite "A", Kissimmee FL, 34744
Telephone (407) 846-1216 Fax (407) 343-0324
e-mail: survey@kpmfranklin.com

DRAWING

SHEET 2
OF 2

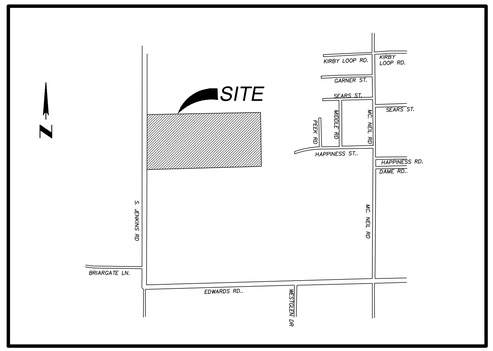
T:\...\Project Survey Projects\2019\19-2170.001 Fort Pierce Charter School\SKC (Survey)\DWT\FIRE STATION 3D MODEL.dwg - ALTA Map, 11/12/2019 11:58:55 AM, JOHN P. MCFARLAND

LOT SPLIT SURVEY w/ IMPROVEMENTS
FORT PIERCE CHARTER SCHOOL
SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

NOT VALID WITHOUT SHEET 2 OF 2

SURVEYOR'S NOTES:

1. THE LAND SHOWN ON THIS SURVEY IS THE SAME AS THE LAND IN THE PROVIDED TITLE REPORT.
2. DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY PROPERTY INFO TITLE SEARCH SERVICES.
3. FIELD BEARINGS AND DISTANCES ARE BASED ON THE SOUTH LINE OF THE SURVEYED PARCEL (BEARING BASE: SOUTH 00°35'43"E).
4. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY A LOT SPLIT OR MINOR RE-PLAT OF THE SUBJECT PARCEL.
5. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY ,AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC) IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED EXCEEDS THIS REQUIREMENT
6. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A SPECTRA PRECISION EPOCH 80 GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   - 6.1. THE REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON JULY, 2019.
   - 6.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   - 6.3. HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
7. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
8. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS ARE NOT TO SCALE.
9. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER DEEDS OF RECORD. THE TITLE REPORT PROVIDED BY PROPERTY INFO TITLE SEARCH SERVICES WAS USED TO CONVEY THE AFOREMENTIONED ITEMS.
10. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY
11. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
12. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE
13. THIS PROPERTY LIES WITHIN ZONE X OF THE CURRENT FEMA FLOOD RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS ST. LUCIE COUNTY UNINCORPORATED AREAS, FLORIDA. MAP NUMBER 12111C0167J WITH A REVISION DATE OF FEBRUARY 2, 2012.
14. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
15. ALL TYPES, SIZES, LOCATIONS, GRADES, ETC, OF ALL FEATURES, SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
17. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER 1062-4404461. (DATED JUNE 28, 2019 @ 8:00 AM)



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION:

(PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPTING THEREFROM RIGHTS-OF-WAY FOR PUBLIC ROADS AND DRAINAGE.

LESS AND EXCEPT:

ALSO LESS AND EXCEPT A STRIP OF LAND, 33.00 FEET IN WIDTH, LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST 33.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 1107, PAGE 2681, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

PARENT PARCEL LEGAL DESCRIPTION:

(PROVIDED BY SURVEYOR FROM A FIELD SURVEY)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°00'02" WEST A DISTANCE OF 40.01 FEET, ALONG THE WEST LINE OF SAID SECTION 19; THENCE NORTH 87°50'48" EAST A DISTANCE OF 73.02 FEET, TO THE APPARENT EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (RIGHT-OF-WAY WIDTH VARIES) AND THE **POINT OF BEGINNING**; THENCE NORTH 00°00'01" EAST A DISTANCE OF 620.26 FEET, ALONG THE APPARENT EAST RIGHT OF WAY LINE OF SOUTH JENKINS ROAD; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 NORTH 87°49'58" EAST A DISTANCE OF 635.31 FEET; THENCE NORTH 87°51'34" EAST A DISTANCE OF 674.56 FEET; THENCE SOUTH 00°35'43" EAST A DISTANCE OF 620.15 FEET, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH 87°51'03" WEST A DISTANCE OF 1283.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING ±18.22 ACRES

PROPOSED LOT 1 LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°00'02" WEST A DISTANCE OF 40.01 FEET, ALONG THE WEST LINE OF SAID SECTION 19; THENCE NORTH 87°50'48" EAST A DISTANCE OF 73.02 FEET, TO THE APPARENT EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (RIGHT-OF-WAY WIDTH VARIES) AND THE **POINT OF BEGINNING**; THENCE NORTH 00°00'01" EAST A DISTANCE OF 620.26 FEET, ALONG THE APPARENT EAST RIGHT OF WAY LINE OF SOUTH JENKINS ROAD; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 NORTH 87°49'58" EAST A DISTANCE OF 635.31 FEET; THENCE NORTH 87°51'34" EAST A DISTANCE OF 674.56 FEET; THENCE SOUTH 00°35'43" EAST A DISTANCE OF 274.92 FEET, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE SOUTH 87°50'48" WEST A DISTANCE OF 809.47 FEET; THENCE SOUTH 01°35'32" EAST A DISTANCE OF 5.74 FEET; THENCE SOUTH 88°07'19" WEST A DISTANCE OF 26.13 FEET; THENCE SOUTH 00°35'42" EAST A DISTANCE OF 50.40 FEET; THENCE SOUTH 00°35'42" EAST A DISTANCE OF 289.14 FEET; THENCE SOUTH 87°51'03" WEST A DISTANCE OF 447.99 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO A 7.00 FEET STRIP OF LAND TO THE WEST TO BE DEDICATED TO RIGHT OF WAY.

CONTAINING ±11.61 ACRES

PROPOSED LOT 2 LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°00'02" WEST A DISTANCE OF 40.01 FEET, ALONG THE WEST LINE OF SAID SECTION 19; THENCE NORTH 87°50'48" EAST A DISTANCE OF 73.02 FEET, TO THE APPARENT EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE NORTH 87°51'03" EAST A DISTANCE OF 447.99 FEET TO THE **POINT OF BEGINNING;** THENCE NORTH 00°35'42" WEST A DISTANCE OF 289.14 FEET; THENCE NORTH 00°35'42" WEST A DISTANCE OF 50.40 FEET; THENCE NORTH 88°07'19" EAST A DISTANCE OF 26.13 FEET; THENCE NORTH 01°36'32" WEST A DISTANCE OF 5.74 FEET; THENCE NORTH 87°50'48" EAST A DISTANCE OF 809.47 FEET; THENCE SOUTH 00°35'43" EAST A DISTANCE OF 345.23 FEET ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 19; THENCE SOUTH 87°51'03" WEST A DISTANCE OF 835.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING ±6.62 ACRES

PROPOSED ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE, NORTH 00°00'02" WEST A DISTANCE OF 40.01 FEET, ALONG THE EAST LINE OF SAID SECTION 19; THENCE, NORTH 87°50'48" EAST A DISTANCE OF 73.02 FEET, TO THE APPARENT EAST RIGHT-OF-WAY LINE OF SOUTH JENKINS ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE NORTH 00°00'02" EAST A DISTANCE OF 288.82 FEET ALONG SAID APPARENT EAST RIGHT-OF-WAY TO THE **POINT OF BEGINNING**; THENCE NORTH 00°00'02" EAST A DISTANCE OF 120.09 FEET ALONG THE EASTERLY LINE OF SAID EASEMENT; THENCE NORTH 87°47'49" EAST A DISTANCE OF 419.75 FEET; THENCE SOUTH 02°12'11" EAST A DISTANCE OF 58.82 FEET; THENCE SOUTH 45°01'42" EAST A DISTANCE OF 14.71 FEET; THENCE NORTH 87°50'48" EAST A DISTANCE OF 12.04 FEET TO THE NORTHWEST CORNER OF PROPOSED LOT 2; THENCE SOUTH 00°35'42" EAST A DISTANCE OF 50.40 FEET ALONG THE WEST LINE OF SAID PROPOSED LOT 2; THENCE SOUTH 87°47'49" WEST A DISTANCE OF 445.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING ±1.19 ACRES

THIS MAP OF SURVEY SHOWN HEREON IS ALSO IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ANGEL M. BOSQUE-POLANCO, P.S.M. 6581
FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
1012 EMMETT ST. SUITE A
KISSIMMEE FLORIDA 34744
PHONE (407)410-8624
LB 6605 COA 32059

ISSUE NO.	DATE	ADDRESS COUNTY COMMENTS
8	DATE:	
7	DATE:	
6	DATE:	
5	DATE:	
4	DATE:	
3	DATE:	
2	DATE:	
1	DATE:11/12/2019	

STATUS:

SCALE: 1:50
SECTION: 19
TOWNSHIP: 35S
RANGE: 40E
DATE: 8/16/19
FB: KING
PAGE KING

LOT SPLIT SURVEY w/ IMPROVEMENTS

FORT PIERCE CHARTER SCHOOL
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

JOHN M. PULICE
PSM 6811

JOB NO.:	19-0170.001
DESIGN:	N/A
DRAWN:	HMO
APPROVED:	JMP
SHEET NO:	1
REV:	

S:___PROJECT SURVEY PROJECTS\2019\19-0170.001 FORT PIERCE CHARTER SCHOOL\LONG (SURVEY)\FORT PIERCE CHARTER SCHOOL -LOT SPLIT-HMO.DWG 11/12/2019

Plotted: Tuesday, November 12, 2019 01:57:00 PM By: Hector Ortiz (C:\Users\Survey Projects\2019\19-0170.001 Fort Pierce Charter School\DWG Survey\FORT PIERCE CHARTER SCHOOL -LOT SPLIT-HMO.dwg, T:\CLOSER\11181\11-664_29417x24.STB) ph1

LOT SPLIT SURVEY w/ IMPROVEMENTS
FORT PIERCE CHARTER SCHOOL
SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

NOT VALID WITHOUT SHEET 1 OF 2

N
W E
S

0 50' 100'
GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

FOUND 1/2" IRON ROD & CAP LB 6790

PARCEL ID: 2419-332-000-6
OWNER: KRONOS LLC, ET AL
ADDRESS: 2850 S. JENKINS RD
ORB 2998 PAGE 1238
(NOT INCLUDED)

PARCEL ID: 2419-313-0001-000-0
OWNER: NEIL FARMS FP, LLC, ET AL
ADDRESS: McNEIL RD
(NOT INCLUDED)

FOUND 5/8" IRON ROD & CAP LS 3335
0.42' W, 0.37' S

FOUND LB 6852
60.00' (D,C)
59.8' (M)

FOUND PRM LB 6852

RIGHT-OF-WAY
N00°00'02"E 465.94
465.00' (D,C)

FOUND 1/2" IRON ROD NO ID

FOUND 5/8" IRON ROD NO ID
(ON LINE 20.01' E)

6' CHAIN LINK FENCE

N87°49'58"E 635.31' (M)

FOUND 4X4 CONCRETE MONUMENT NO ID

N87°51'34"E 674.56'(M)

NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 19

WEST LINE OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 19

S. JENKINS ROAD
(40.00' RIGHT-OF-WAY)
(PUBLIC ROAD)
ORB. 1485 PAGE 1126)

SET IRON ROD & CAP LB 6605

EDGE OF WATER

POND

EDGE OF WATER

60' EASEMENT
RIGHT-OF-WAY MAP
ORB. 1373 PAGE 1074

33' WIDE LESS AND EXCEPT (PER PROVIDED DESCRIPTION)

PROPOSED LOT 1

PARENT PARCEL
PARCEL I.D.: 2419-333-0001-000-2
OWNER: St. PETER EVANGELICAL LUTHERAN
ADDRESS: 2900 JENKINS RD.
ORB. 1107 PAGE 2681

PARCEL ID: 2419-313-0001-000-0
OWNER: NEIL FARMS FP, LLC, ET AL
ADDRESS: McNEIL RD
(NOT INCLUDED)

N00°35'42"W 274.92'

PARCEL ID: 2419-343-0001-000-3
OWNER: CLYDE M. BARKER (LF EST)., ET AL
ADDRESS: HAPPINESS ST.
(NOT INCLUDED)

SET IRON ROD & CAP LB 6605

S02°12'11"E 58.82' (M)

N87°47'49"E 419.76'

GRASSED AREA

SET IRON ROD & CAP LB 6605

N87°50'48"E 809.47'

S00°35'43"E 623.91'(M)
(BEARING BASIS)
623.00' (D)

SET IRON ROD & CAP LB 6605

UTILITY SHED

PROPOSED ACCESS & UTILITY EASEMENT
CONTAINING 1.19± ACRES

S45°01'42"E 14.71'

SET IRON ROD & CAP LB 6605

S87°50'48"W 12.04'

N00°35'42"W 50.40'

N01°36'32"W 5.74'

SET IRON ROD & CAP LB 6605

N88°07'19"E 26.13'

SET IRON ROD & CAP LB 6605

SET IRON ROD & CAP LB 6605

N87°47'49"E 445.00'

POB
ACCESS & UTILITY EASEMENT

VISITOR PARKING SIGN (TYP)

GARDEN

CONCRETE AREA

LIFT STATION

HANDICAP SIGN (TYP)

N00°00'02"E 602.27' (M)

N00°00'02"E 288.82'

POB
ACCESS & UTILITY EASEMENT

ONE STORY BUILDING
St. PETER EVANGELICAL LUTHERAN
DOOR FFE = 18.08'
(2900 S JENKINS RD FORT PIERCE, FL 34981)

ELECTRIC TRANSFORMER PAD

A/C UNIT 2TON

A/C UNIT 5TON

UNDERGROUND GAS TANK

SANITARY MANHOLE

40' LESS AND EXCEPT FOR PUBLIC ROAD & DRAINAGE (PER PROVIDED DESCRIPTION)

73.00

80.00

N87°50'48"E 73.02'

POB
PARENT PARCEL & LOT 1

SET IRON ROD & CAP LB 6605

S87°51'03"W 447.99'

PARCEL ID: 2419-333-0002-000-9
OWNER: NSLRWCD, ET AL
ADDRESS: S. JENKINS RD
(NOT INCLUDED)

N00°00'02"W 40.01'

POC
SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST

PARCEL ID: 2430-212-0002-000-2
OWNER: NSLRWCD, ET AL
ADDRESS: JENKINS RD.
(NOT INCLUDED)

PARCEL ID: 2430-212-0001-000-5
OWNER: SR BACHER ENTERPRISES LLC., ET AL
TBD
(NOT INCLUDED)

RIGHT-OF-WAY

N00°35'42"W 289.14'

POB
LOT 2

PROPOSED LOT 2
CONTAINING 6.61± ACRES

S00°35'43"E 345.23'

EAST LINE OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 19

PARCEL ID: 2419-343-0005-000-1
OWNER: GLENN A BAKER., ET AL
5290 HAPPINESS ST.
(NOT INCLUDED)

PARCEL ID: 2419-343-0004-000-4
OWNER: LORINDA W. HINKLE, ET AL
JOHN L. WILLIAMS, ET AL
ADDRESS: 5311 HAPPINESS ST.
(NOT INCLUDED)

S87°51'03"W 835.50'

FOUND CONCRETE MONUMENT LB 6852

S87°51'03"W 1283.49' (C)
1247.00' (D,C)

40' LESS AND EXCEPT FOR PUBLIC ROAD & DRAINAGE (PER PROVIDED DESCRIPTION)

1320.00' (D)

SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SOUTH WEST 1/4 OF SECTION 19

SYMBOLS:

- BFPD – BACKFLOW PREVENTER
- E – ELECTRIC BOX
- E – ELECTRIC HAND HOLE
- ○ – FOUND 5/8" IRON ROD.
- ◎ – FOUND 5/8" IRON ROD & CAP L.S. 3335
- ◉ – SET 5/8" IRON ROD & CAP L.S. 3335
- ■ – FOUND CONCRETE MONUMENT
- GV – GAS VALVE
- LP – LIGHT POLE
- S – SANITARY MANHOLE
- PP – POWER POLE
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KISSIMMEE FLORIDA 34744
PHONE (407)410-8624
LB 6605 COA 32059

ISSUE NO.	DATE:	
8	DATE:	
7	DATE:	
6	DATE:	
5	DATE:	
4	DATE:	
3	DATE:	
2	DATE:	ADDRESS COUNTY COMMENTS
1	DATE:11/21/2019	

STATUS:

SCALE:	1:50
SECTION:	19
TOWNSHIP:	13S
RANGE:	40E
DATE:	8/16/19
FB:	KING
PAGE	KING

LOT SPLIT SURVEY w/ IMPROVEMENTS

FORT PIERCE CHARTER SCHOOL
2900 JENKINS ROAD, FORT PIERCE, FL 34981-4427

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

JOHN M. PULICE
PSM 6811

JOB NO:	19-0170.001
DESIGN:	N/A
DRAWN:	KNG
APPROVED:	JMP
SHEET NO:	2
REV:	

S:__PROJECT SURVEY PROJECTS\2019\19-0170.001 FORT PIERCE CHARTER SCHOOL\DWG (Survey)\FORT PIERCE CHARTER SCHOOL - LOT SPLIT-HMO.DWG 11/12/2019

C:\Project Survey Projects\2019\19-0170.001 Fort Pierce Charter School\DWG (Survey)\FORT PIERCE CHARTER SCHOOL - LOT SPLIT-HMO.dwg, 11/12/2019 11:58:01 AM, JMP, 1:1

INDE□ENDENT □LASSI□AL □HARTER S□HOOL

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SITE DE□ELO□MENT □LAN

LE□AL DES□RI□TION

LEGAL DESCRIPTION□

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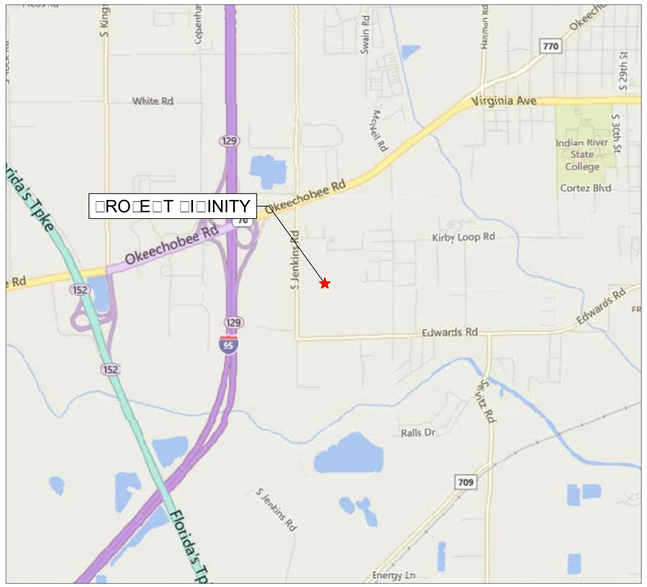

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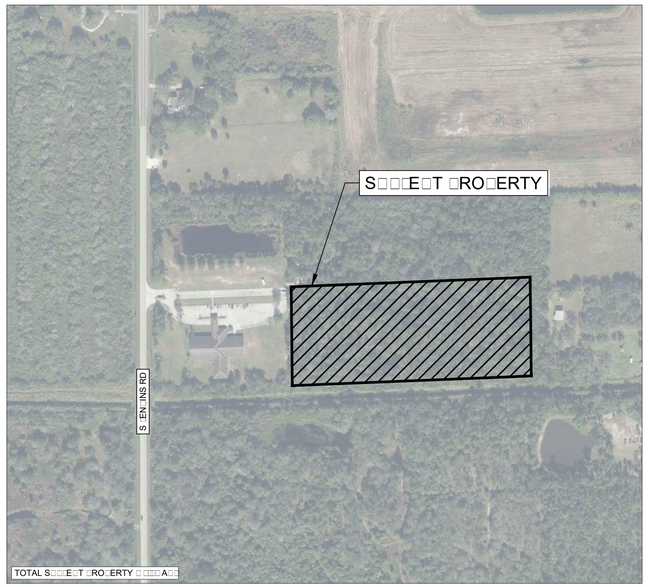

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ORLANDO □ FL 32819

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ROBERT M. MOON
LICENSE
No 66501
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NO□EM□ER □□□□□□□
RO□ERT M MOON
□L RE□ NO□□□□

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SHEET NO□:	C000
RE□□:	

SITE □ERMIT NA

OWNER: KRONOS LLC□ET AL
ADDRESS: 2850 S. JENKINS RD
ORB 2998 PAGE 1238
(NOT INCLUDED)

OWNER: NEIL FARMS FP, LLC□ET AL
ADDRESS: McNEIL RD
(NOT INCLUDED)

FOUND 5/8" IRON ROD & CAP LS 3335
0.42' W, 0.37' S

FOUND LB 6852
60.00' (D,C)
59.8' (M)

FOUND PRM LB 6852

N87°51'34"E 674.56'(M)

FOUND 4X4 CONCRETE MONUMENT NO ID

N87°50'48"E 1309.87'(M)
1280.00' (D,C)

S87°49'58"W 615.30'(M)

N87°49'58"E 20.01'

FOUND 1/2" IRON ROD NO ID

FOUND 5/8" IRON ROD NO ID

N00°00'02"E 465.94
465.00' (D,C)

ETLAND

PARCEL ID: 2419-313-0001-000-0
OWNER: NEIL FARMS FP, LLC□ET AL
ADDRESS: MCNEIL RD
(NOT INCLUDED)

PARCEL ID: 2419-343-0001-000-3
OWNER: CLYDE M. BARKER (LF EST), ET AL
ADDRESS: HAPPINESS ST.
(NOT INCLUDED)

PARCEL ID: 2419-343-0005-000-1
OWNER: GLENN A BARKER JR, ET AL
5290 HAPPINESS ST.
(NOT INCLUDED)

PARCEL ID: 2419-343-0005-000-2
OWNER: LORINDA W. HINKLEE ET AL
JOHN L. WILLIAMS ET AL
5330 HAPPINESS ST.
ADDRESS: 5330 HAPPINESS ST.
(NOT INCLUDED)

S. JENKINS ROAD
(PUBLIC MAINTAINED)
(80' RIGHT-OF-WAY)
ORB 1400, PAGE 1333)

E□ISTIN□

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UTILITY SHED

66 SPACES

RETENTION

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STORM MANHOLE
TOP RIM EL=16.07'
NW 24" CMP INV=10.34
S 30" RCP EL=10.33'

CATCH BASIN
TOP GRATE EL= 16.24'
(N15") CMP INV EL= 13.52'
(S15") RCP INV EL=13.40'

CATCH BASIN
TOP GRATE EL= 16.27'
(N15") RCP INV EL= 11.98'
(S15") RCP INV EL=13.14'

CATCH BASIN
TOP GRATE EL= 16.30'
(N15") RCP INV EL= 12.33'

CATCH BASIN
TOP GRATE EL= 16.26'
(N15") RCP INV EL= 12.30'

CATCH BASIN
(NORTH) RCP INV EL= 11.85'
(S15") RCP INV EL=11.69'

TOPO LIMITS

TOP HEDGE

SET MAG

FOUND CONCRETE MONUMENT LB 6852

(BASIS OF BEARING) S87°50'48"W 1316.37'(C)
1280.00' (D,C)

N00°00'02"E 620.26'(M)
620.00' (D,C)

PARCEL ID: 2419-333-0002-000-9
OWNER: NSLRWCD, ET AL
ADDRESS: S. JENKINS RD
(NOT INCLUDED)

PARCEL ID: 2430-212-0002-000-2
OWNER: NSLRWCD, ET AL
ADDRESS: JENKINS RD.
(NOT INCLUDED)

PARCEL ID: 2430-212-0001-000-5
OWNER: SR BACHER ENTERPRISES LLC., ET AL
TBD
(NOT INCLUDED)

DITCH

BM-1
FOUND CONCRETE MONUMENT
"SLC 1999 BRAD"
N=1119083.91
E=856436.72
EL=14.98'

CALC

SITE DATA

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50' 0' 50' 100'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

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ROBERT M. MOON
LICENSE
NOT□ALID □ITHO□T SEAL
No 66501
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
RO□ERT M□MOON
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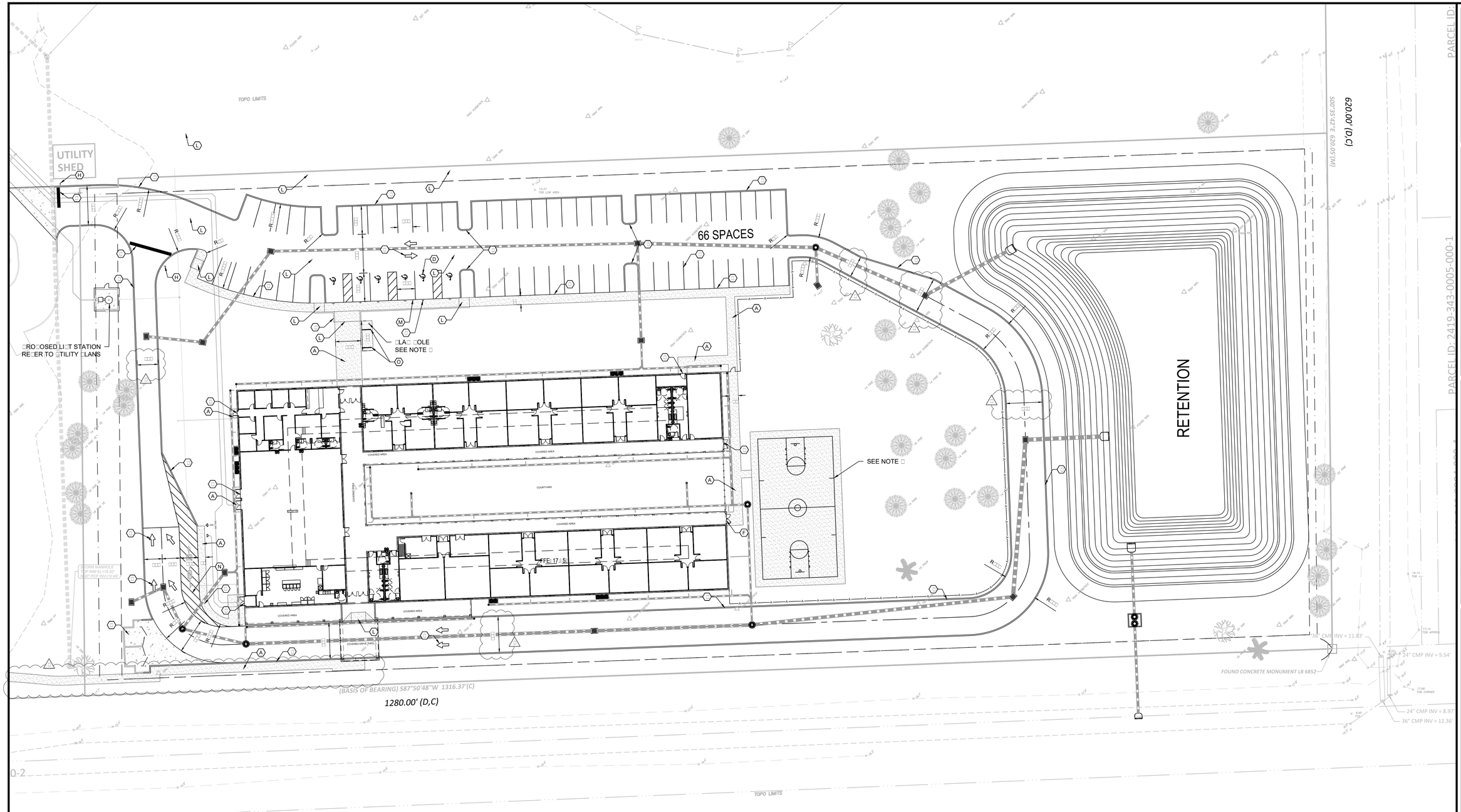
SITE □ERMIT NA



KEY LEGEND

SYMBOL	DESCRIPTION	DETAILS KEY
	PROPOSED STANDARD DUTY ASPHALT	DETAIL 1 SHEET C0000
	PEDESTRIAN CONCRETE CAVEMENT	DETAILS 0000000000 SHEET C0000
	PEHICULAR CONCRETE CAD	DETAILS 000 0 0 SHEET C0000
A A	TYPE A CURB	DETAIL SHEET C0000
	TYPE F CURB	DETAIL SHEET C0000
	TYPE C CURB	DETAIL SHEET C0000
	LIGHT POLE REFER TO MEP PLANS	

A	CONCRETE SIDEWALK	DETAILS 0000000000 SHEET C0000
B	PAINTED CROSSWALK STRIPE	REF PROJECT STANDARDS
C	DUMPSTER PAD	DETAILS 1 SHEET C0000
D	HANDICAP MARKINGS	DOT INDEX 0000000 SHEET C0000
E	CONTROL JOINT	DETAIL 1 SHEET C0000
F	EXPANSION JOINT	DETAIL 1 SHEET C0000
G	TRAFFIC DIRECTION MARKINGS	DOT INDEX 0000000 SHEET C0000
H	STOP SIGN	DETAIL 1 SHEET C0000
I	SITE SIGNAL EMPHASIS CROSS WALK	DOT INDEX 0000000 SHEET C0000

J	PAINT HEADER 00R0	DETAIL 1 SHEET C0000
K	TURN DOWN EDGE ALONG ASPHALT PAVEMENT	DETAIL 00 SHEET C0000
L	ADA RAMP00 MAX SLOPE 0000	DOT INDEX 0000000 SHEET C0000
M	FLUSH CONCRETE TO ASPHALT CONNECTION	
N	PAINT WHITE CORE STRIPING 00R0	REF PROJECT STANDARDS
O	SIGNAGE RAIL	DETAIL 1 SHEET C0000
P	HANDICAP SIGN	DETAIL 1 SHEET C0000
Q	STOP 0 CAR	REF PROJECT STANDARDS

NOTES:

1. 0 PROPOSED CASE SET ALL 0 ORT LAYOUT SHOWN FOR REFERENCE ONLY SEE ASPHALT 0 ORT LAYOUTS AND SPECIFICATIONS TO BE DETERMINED
2. 0 LANDSCAPE SELECTION AND COOTING DESIGNED BY OTHERS
3. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF ORT PIERCE CODE ORDINANCES SECTIONS 00 AND 00

30' 0' 30' 60'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

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STE. 110 ORLANDO FL 32822
PHONE (407)410-8624 COA 32059

PARCEL ID: 2419-343-0005-000-1

REV. NO:	DATE:
1	
2	
3	
4	
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8	
9	

STATUS: DESIGN DRAWINGS

RESPONSE TO COMMENTS

SITE PLAN

SOUTHWEST CORNER

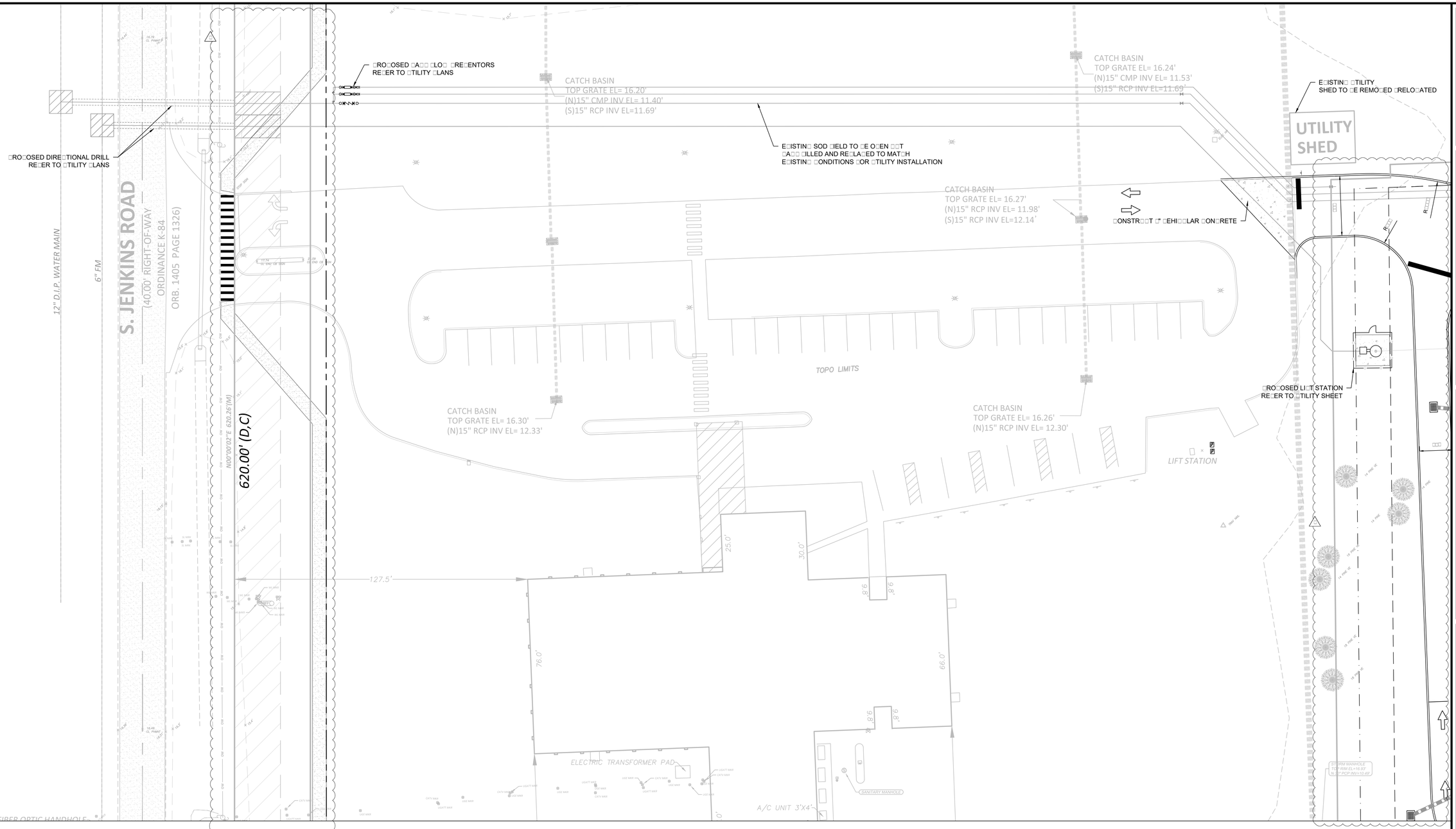
LOCATION

THIS SCALE BAR DOES NOT MEASURE IF THE DOCUMENT IS NOT TO SCALE

ROBERT M MOON
LICENSE
NOT VALID WITHOUT SEAL
No 66501
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT SIGNED OR SEALED
ELECTRONICALLY

JOB NO:	0000000000
DESIGN:	RMM
DRAWN:	DM0
APPROVED:	RMM
SHEET NO:	C101
REV:	0

SITE PERMIT NA



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SYMBOL	DESCRIPTION	DETAILS KEY
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	□" □EDESTRIAN □ON□RETE □A□EMENT	DETAILS □□□□□□□□□□ SHEET □.□□□
	□" □EHI□□LAR □ON□RETE □AD	DETAILS □□□ □ □ SHEET □.□□□
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	LI□HT □OLE RE□ER TO ME□ □LANS	

A	□ON□RETE SIDE□ AL□	DETAILS □□□□□□□□□ SHEET □.□□□
B	□" □ HITE □AINTED □A□EMENT STRI□E	□ER □DOT STANDARDS
C	D□M□STER □AD	DETAILS □ SHEET □.□□□
D	HANDI□A□ MAR□IN□S	□DOT INDE□ □□□□□□□ SHEET □.□□□
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F	E□□ANSION □OINT	DETAIL □ SHEET □.□□□
G	TRA□□I□ DIRE□TION MAR□IN□S	□DOT INDE□ □□□□□□□ SHEET □.□□□
H	STO□ SI□N	DETAIL □ SHEET □.□□□
I	S□E□IAL EM□HASIS □ROSS□ AL□	□DOT INDE□ □□□□□□□ SHEET □.□□□

J	□" HEADER □□R□	DETAIL □ SHEET □.□□□
K	T□RN DO□N ED□E ALON□ AS□HALT □A□EMENT	DETAIL □□ SHEET □.□□□
L	ADA RAM□□ MA□ SLO□E □□□□	□DOT INDE□ □□□□□□□ SHEET □.□□□
M	□L□SH □ON□RETE TO AS□HALT □ONNE□TION	
N	□" □ HITE □ORE STRI□IN□ □□D□□	□ER □DOT STANDARDS
O	□I□E RA□□	DETAIL □ SHEET □.□□□
P	HANDI□A□ □AR□IN□ SI□N	DETAIL □ SHEET □.□□□
Q	STO□ □AR	□ER □DOT STANDARDS

20' 0' 20' 40'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

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STE. 110 ORLANDO□ FL 32822
PHONE (407)410-8624 COA 32059

RE□ISED □ER TR□ □OMMENTS

NO□	DATE
1	□□/□□/□□□□
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SO□TH□REST □T□□IER□E

□A□TION

I□ THIS S□ALE □AR
DOES NOT MEAS□RE □"
THE DO□□MENT IS
NOT TO S□ALE

ROBERT M. MOON
LICENSE
NOT □ALID □ITHO□T SEAL
No 66501
NO□EM.ER □□□□□□□
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
RO□ERT M MOON
□" RE□. NO □□□□□

O□ NO□: □□□□□□□□□□
DESI□N□: R□M□M□
DRA□ N□: D□M□□ □
A□□RO□ED□: R□M□M□
SHEET NO□: C102
RE□: □

SITE □ERMIT NA

SO□TH□REST □T□□IER□E DESI□N DRA□ IN□S □□□□□□□□□□ SITE □LAN □ □

FOUND 1/2" IRON ROD NO ID

FOUND 5/8" IRON ROD NO ID

FOUND 5/8" IRON ROD & CAP LS 3335
0.42' W, 0.37' S

FOUND LB 6852

FOUND PRM LB 6852

FOUND 4X4 CONCRETE MONUMENT NO ID

ETLAND

STORM MANHOLE
TOP RIM EL=16.01'
NW 24" CMP IN/4=10.34'
E 30" RCP EL=10.33'

S. JENKINS ROAD

UTILITY SHED

TOPO LIMITS

ELECTRIC TRANSFORMER PAD

A/C UNIT 3'X4'

SANITARY MANHOLE

STORM MANHOLE
TOP RIM EL=14.69'
S 30" RCP IN EL=10.60'

FIBER OPTIC HANDHOLE

FOUND CONCRETE MONUMENT LB 6852

DITCH

BM-1
FOUND CONCRETE MONUMENT
"SLC 1999 BRAD"
N=1119083.91
E=856436.72
EL=14.98'

SEE O□□□SITE □TILITY □LAN
SHEET □□□□□

SEE ENLAR□ED □TILITY □LAN
SHEET □□□□□

MINIM□M LEN□TH □□T□TO □E RESTRAINED ON EA□H SIDE O□ □ITTIN□:S□

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22-1/2° BEND	□	□	□	□	□□	□□	□□	□□	□□	□□	□□	□□
11-1/4° BEND	□	□	□	□	□	□	□	□	□□	□□	□□	□□
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90° BENDOR □RAN□H O□ TEE	□□	□□	□□	□□	□□	□□	□□	□□□	□□□	□□□	□□□	□□□
45° BEND	□□	□□	□□	□□	□□	□□	□□	□□	□□	□□	□□	□□
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RESTRAINED □OINT NOTES□
□□ □ITTIN□S SHALL □E RESTRAINED □OINTS □NLESS OTHER□ ISE INDI□ATED□
□□ INSTALL □□LL LEN□TH □OINTS □ ITH TOTAL LEN□TH E□□AL TO OR □REATER THAN SHO□ N IN THE TA□LE□
□□ □ HERE T□ O OR MORE □ITTIN□S ARE TO□ETHER□□SE □ITTIN□ □ HI□H YIELDS □REATEST LEN□TH O□ RESTRAINED □I□E□
□□ ALL LINE □AL□ES AND THRO□□H R□N O□ TEES SHALL HA□E M□RESTRAINTS□
□□ LEN□THS SHO□ N IN THE TA□LE HA□E □EEN □AL□□LATED IN A□□ORDAN□E □ ITH THE □RO□ED□RE O□TLINED IN "THR□ST RESTRAINT DESI□N □OR D□□TILE IRON □I□E" AS □□□LISHED □Y DI□RA□□ ITH THE □OLLO□ IN□ ASS□M□TIONS□
□ OR□IN□ □RESS□RE□□□□ □SI
SOIL DESI□NATION□SM □SAND SILT□
LAYIN□ □ONDITIONS□□
□□ DI □I□E □ RA□□ED □ ITH OR EN□ASED IN □OLYETHYLENE SHALL □E RESTRAINED SIMILAR TO □□□ □I□E□

50' 0' 50' 100'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

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PHONE (407)410-8624 COA 32059

DESI□N DRA□IN□S

STAT□S□

DES□ NO□	DATE	DES□ NO□	DATE	DES□ NO□	DATE	DES□ NO□	DATE	DES□ NO□	DATE
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O□ERALL □TILITY □LAN

SO□TH□REST □T□□IER□E

□A□TION

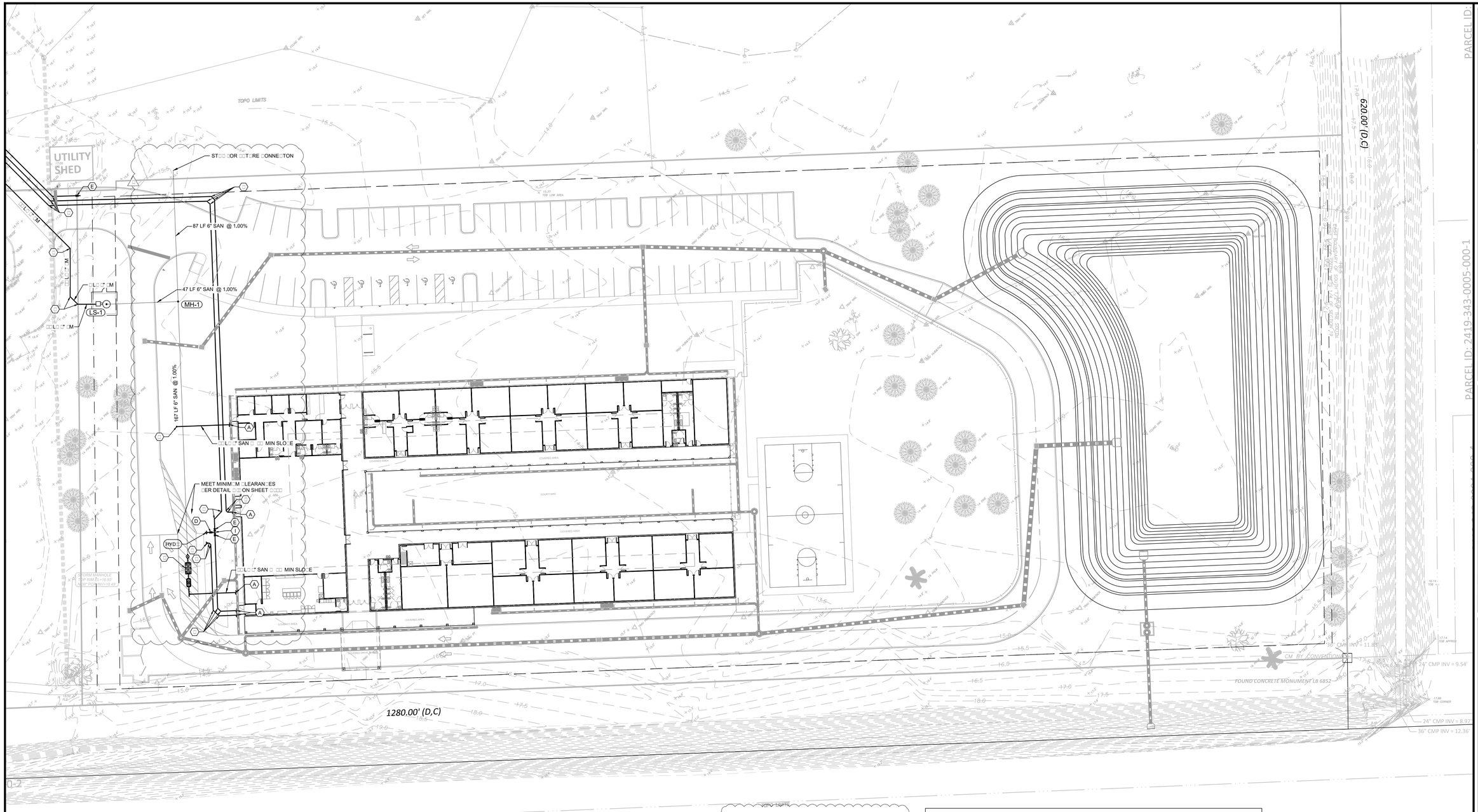
I□ THIS S□ALE □AR DOES NOT MEAS□RE □" THE DO□□MENT IS NOT TO S□ALE

ROBERT M. MOORE
LICENSE
NOT □ALID □ITHO□T SEAL
No 66501
NO□EM□ER □□□□□□
STATE OF
FLOR□DA
PROFESSIONAL ENGINEER
AS□BUILT M□MON
□L RE□□NO□□□□

O□ NO□:	□□□□□□□□□
DES□N□:	R□M□M□
DRA□N□:	D□M□□ □
A□□RO□ED□:	R□M□M□
SHEET NO□:	C300
RE□□:	

SITE □ERMIT NA

□SO□TH□REST □T□□IER□E□NSTR□□□TION□□□□TILITY □LAN□D□□□□□□□



□EY LE□END

SYMBOL	DESCRIPTION	DETAILS KEY
A	ST□□ AT □□ILDIN□ □OR □ONTIN□ATION	RE□ER TO □L□M□IN□ □LANS
B	□ ATER METER □□A□□□LO□ □RE□ENTER □IRE SER□I□E □ITH DOMESTI□ S□□□L□L□S IRRI□ATION	□ □□A SHEET □□□□
C	□IRE DE□ARTMENT □ONNE□TION □□D□□	
D	□IRE HYDRANT ASSEM□LY	□ □□ SHEET □□□□
E	RESTRAINED □ATE □AL□E	M□□ SHEET □□□□
F	45° BEND	
G	□° □ □° RED□□ER	
H	□° □ □° RED□□ER	
I	TEE	
J	□REASE TRA□	
K	SANITARY □LEANO□T	

STR□□T□RE TA□LE		
STR□□T□RE NAME	DETAILS	□I□ES
LS□□	LI□T STATION N:□□□□□□□□□□ E:□□□□□□□□□□ RIM:□□□□□	□° E IN□□□□□□
MH□□	SANITARY MANHOLE N:□□□□□□□□□□ E:□□□□□□□□□□ RIM:□□□□□	□° S IN□□□□□□ □° N IN□□□□□□ □° □ IN□□□□□□

SO□TH□REST □T□□IER□E MAIN □□ILDIN□		
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□□□□MEAS□RED AT □□ □SI□□□□ □□M MINIM□M

30' 0' 30' 60'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

PARCEL ID: 2419-343-0005-000-1

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ENGINEERS • PLANNERS • SURVEYORS
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STE. 110 ORLANDO□ FL 32822
PHONE (407)410-8624 COA 32059

STAT□S□ □□□□ DESI□N DRA□ IN□S

RE□ISED □ER TR□ □OMMENTS

□TILITY □LAN

SO□TH□REST □T□□IER□E

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I□ THIS S□ALE □AR DOES NOT MEAS□RE □° THE DO□□MENT IS NOT TO S□ALE

ROBERT M. MOON
LICENSE
NOT □ALID □ITHO□T SEAL
No 66501
NO□EM□ER □□□□□□
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
RO□ERT M□MOON
□L RE□□NO□□□□

O□ NO□:	□□□□□□□□□□
DESI□N□:	R□M□M□
DRA□N□:	D□M□□ □
A□□RO□ED□:	R□M□M□
SHEET NO□:	C301
RE□□:	□

SITE □ERMIT NA

□ ET TA□ E□ISTIN□
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□ ET TA□ E□ISTIN□
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DIRE□TIONAL DRILL □ENEATH ROAD□ AY

□□L□□" IRRI□ATION

12" D.I.P. WATER MAIN

6" FM

S. JENKINS ROAD

(40.00' RIGHT-OF-WAY ORDINANCE K-84, ORB. 1405 PAGE 1326)

620.00' (D,C)

N00°00'02"E 620.26'(M)

WEST BOUNDARY OF SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SOUTH WETS 1/4 OF SECTION 19

CATCH BASIN
TOP GRATE EL= 16.20'
(N)15" CMP INV EL= 11.40'
(S)15" RCP INV EL=11.69'

□□□L□□"M

CATCH BASIN
TOP GRATE EL= 16.24'
(N)15" CMP INV EL= 11.53'
(S)15" RCP INV EL=11.86'

UTILITY SHED

CATCH BASIN
TOP GRATE EL= 16.27'
(N)15" RCP INV EL= 11.98'
(S)15" RCP INV EL=12.14'

□□L□□"M

□□L□□"M

□□L□□"M

LS-1

TOPO LIMITS

CATCH BASIN
TOP GRATE EL= 16.30'
(N)15" RCP INV EL= 12.33'

CATCH BASIN
TOP GRATE EL= 16.26'
(N)15" RCP INV EL= 12.30'

LIFT STATION

BLDG COR

127.5'

25.0'

30.0'

8.6'

8.6'

8.6'

8.6'

76.0'

66.0'

67.0'

72.0'

ELECTRIC TRANSFORMER PAD

A/C UNIT 3'X4'

SANITARY MANHOLE

STORM MANHOLE
TOP RIM EL=16.50'
N 24" PCP INV= 11.49'

FIBER OPTIC HANDHOLE

FND 12.99

□EY LE□END

SYMBOL	DESCRIPTION	DETAILS KEY
A	ST□□ AT □□ILDIN□ □OR □ONTIN□ATION	RE□ER TO □L□M□IN□ □LANS
B	□ ATER METER □□A□□□LO□ □RE□ENTER □IRE SER□□E □ ITH DOMESTI□ S□□□L□L□S IRRI□ATION	□ □□A SHEET □ □□□
C	□IRE DE□ARTMENT □ONNE□TION □□D□□	
D	□IRE HYDRANT ASSEM□LY	□ □□ SHEET □ □□□
E	RESTRAINED □ATE □AL□E	M□□ SHEET □ □□□
F	45° BEND	
G	□" □ □" RED□□□ER	
H	□" □ □" RED□□ER	
I	TEE	
J	□REASE TRA□	
K	SANITARY □LEANO□T	

20' 0' 20' 40'

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ROBERT M. MOON
LICENSE
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No 66501
NO□EM□ER □□□□□□
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
RO□ERT M□MOON
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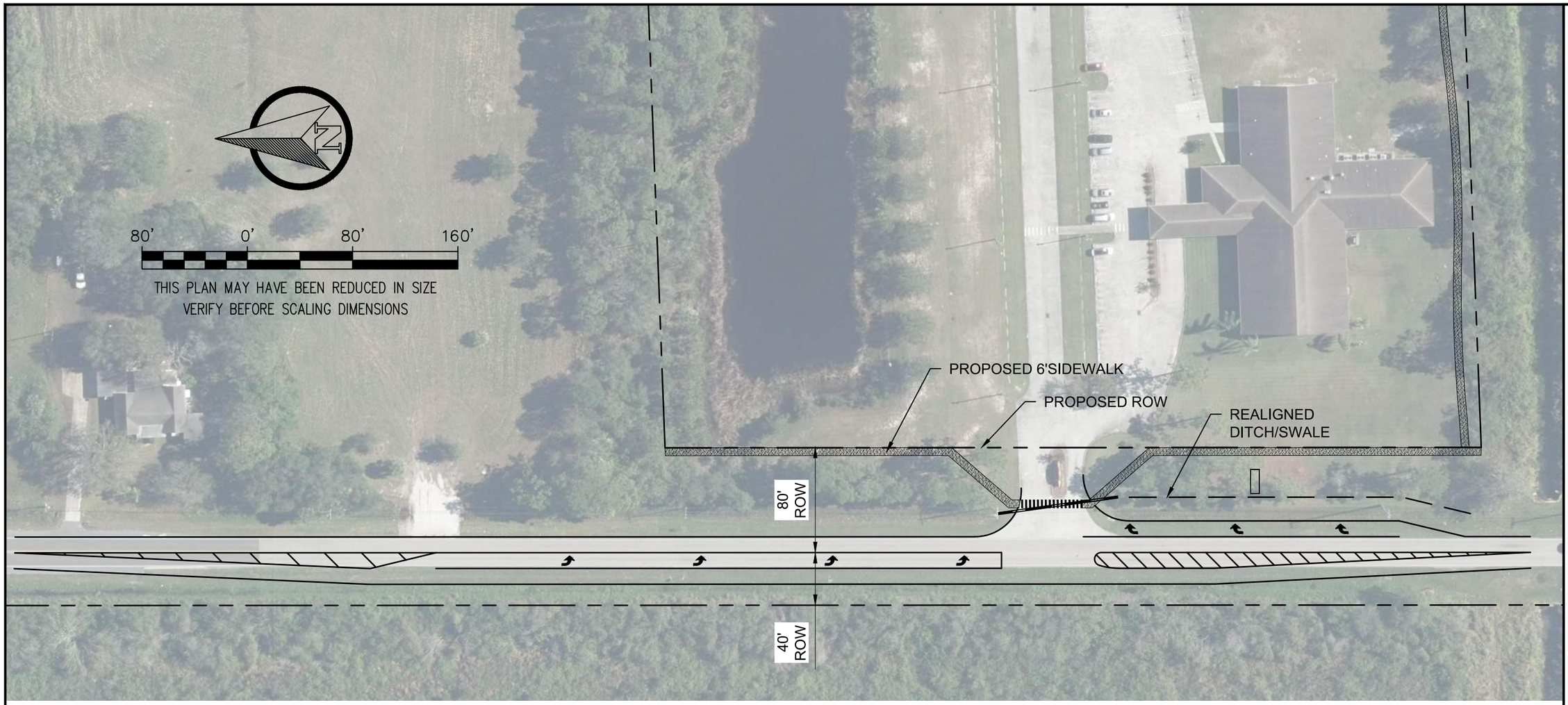

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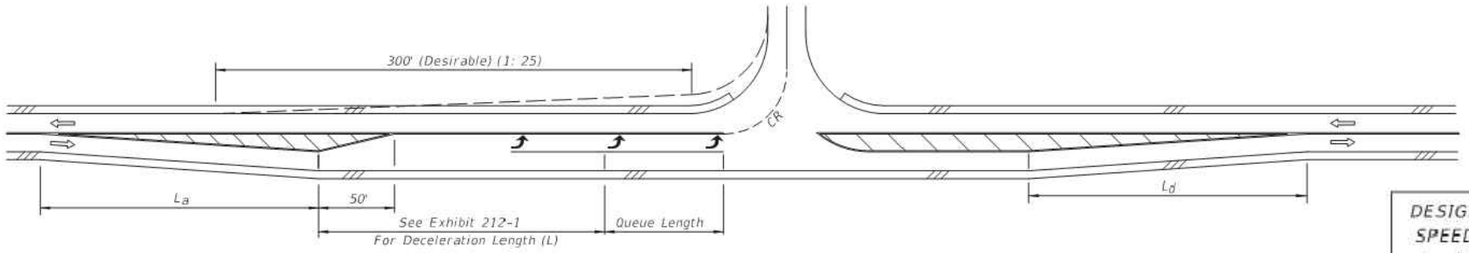

RIGHT SIDE WIDENING

FLARED & PAINTED LEFT TURNS FOR 2-LANE ROADWAYS

DESIGN SPEED (mph)	L_a (Ft.)		L_d (Ft.)	
	STANDARD	MINIMUM UNDER CONSTRAINTS	STANDARD	MINIMUM UNDER CONSTRAINTS
30	180	120	180	120
40	320	150	240	150
50	500	180	360	180
60	720	240	480	240

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ROBERT M□ JOHNSON
LICENSE
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No 66501
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FLORIDA
PROFESSIONAL ENGINEER
NO 3978 JOHNSON
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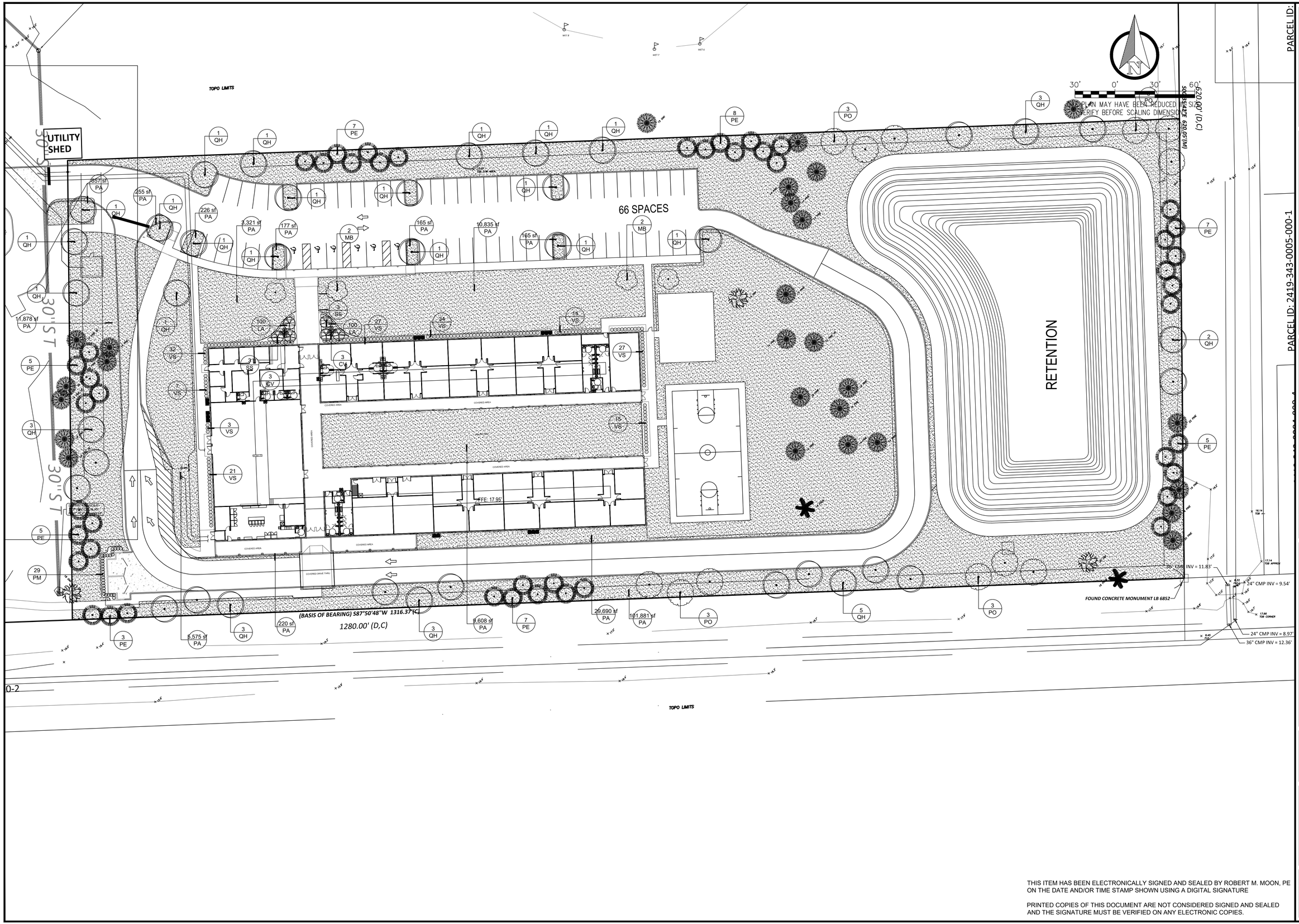

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REVISIONS PER TRC COMMENTS

LANDSCAPE SITE PLAN

FORT PIERCE CHARTER SCHOOL

CAUTION

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JAMES D. BROWN
RLA NO.1508

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DESIGN:	R.M.M.
DRAWN:	C.A.T.
APPROVED:	R.M.M.
SHEET NO:	LS101
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SITE PERMIT NA

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
	MB	Magnolia grandiflora 'D.D. Blanchard' TM	Southern Magnolia	14' Ht., Full to Ground, 4" Caliper	100 Gal.	4		Native
	PE	Pinus elliotti	Slash Pine	10' Ht., Min.	45 Gal.	47		Native
	PO	Platanus occidentalis	American Sycamore	12' Ht., 5' Spread, 3.5" Caliper	65 Gal.	12		Native
	QH	Quercus virginiana `High Rise`	High Rise Live Oak	12' Ht. Min., 5' Crown, 2.5" Caliper Min.	65 Gal.	37		Native
	SS	Sabal palmetto	Cabbage Palmetto	De-booted, see plan for clear trunk heights	Field Grown	6		Native, 12" Min. Trunk Diameter

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
	CV	Crinum asiaticum `Variegated Procerum`	Queen Emma Crinum Lily	36" Ht., Full	7 Gal.	6		
	PM	Podocarpus macrophyllus	Yew Pine	7 Gal. Full.	36" Ht.	29		
	VS	Viburnum suspensum	Sandankwa Viburnum	30" Ht., 36" O.C., Full	7 Gal., Full	180		

GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	QTY	DETAIL	REMARKS
	LA	Liriope muscari `Aztec`	Aztec Lily Turf	1 Gal. Full.		18" o.c.	200		
	PA	Paspalum notatum `Argentine`	Bahia Grass	sod			174,654 sf		

TREE REMOVAL CALCULATIONS

PINE TREES
63 TREES (936 CALIPER INCHES)
OAK TREES
12 TREES (202 CALIPER INCHES)
PALM TREES
24 TREES (368 CALIPER INCHES
TOTAL CALIPER INCHES 1,506" REMOVED
NOTE:
TREES NOTED ABOVE ARE THOSE TREES ON SITE THAT ARE 14 INCH CALIPER OR GREATER

1

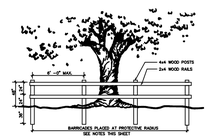
TREE REPLACEMENT CALCULATIONS

SOUTHERN MAGNOLIA
4 TREES @ 4" CALIPER EACH = 16 CALIPER INCHES
SLASH PINE
42 TREES @ 2" CALIPER EACH = 84 CALIPER INCHES
SYCAMORE TREES
12 TREES @ 3.5" CALIPER EACH = 42 CALIPER INCHES
LIVE OAKS
37 TREES @ 2.5" CALIPER EACH = 92.5 CALIPER INCHES
SABAL PALMS
6 TREES @ 12" CALIPER EACH = 72 CALIPER INCHES
TOTAL REPLACEMENT 306.5 CALIPER INCHES

TOTAL CALIPER INCHES REMOVED 1,506
TOTAL CALIPER INCHES REPLACED 306.5
TOTAL CALIPER INCH DEFICIT 1,199.5

GENERAL LANDSCAPE NOTES

1. ALL PLANTS TO BE FLORIDA NO. 1, OR BETTER AS OUTLINED UNDER 'GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 1963 AND PART II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
2. ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1980.
3. THE LANDSCAPE CONTRACTOR (CONTRACTED BY OWNER, N.I.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, THE PLANS SHALL CONTROL.
4. ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY (2/3 EXISTING SOIL, 1/3 PEAT).
5. THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
6. ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF PINE BARK MULCH.
7. NO TREES SHALL BE PLANTED CLOSER THAN 3 FEET (3') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION .
8. LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL. STAKING OF PALMS, IF DESIRED, SHALL BE DONE UTILIZING A METHOD AGREED UPON BY THE LANDSCAPE ARCHITECT. PALM TRUNKS TO BE STRAIGHT, AND THE CALIPER OF PALMS MUST BE THE SAME THE ENTIRE LENGTH OF TRUNK INCLUDING THE TOP OF THE TRUNK WHERE THE FRONDS BEGIN. PALM TRUNKS SHALL BE A 12" MINIMUM CALIPER FOR SABAL PALMS. PALMS SHALL BE PLANTED WITH THE BUD PERPENDICULAR TO THE GROUND PLANE.
9. ALL LAWN AREAS TO RECEIVE SOD SHALL BE DISKED FOUR(4) TO SIX(6) INCHES AND DRAGGED TO ESTABLISH A LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
10. SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SHALL BE PENSACOLA BAHIA SOD
11. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, DIRECT SPRAY HEADS AWAY FROM NATURAL AREAS AND PAVED SURFACES. ALL VALVES SHALL BE PLACED IN VALVE BOXES SIZED FOR EASE OF MAINTENANCE. ALL PIPING AND WIRES UNDER ROADWAYS TO BE IN PVC SCHEDULE 40 SLEEVING. ALL IMPACT TYPE SPRINKLER HEADS, WHEN ON RISERS, SHALL BE SUPPORTED BY A METAL STAKE WITH STAINLESS STEEL CLAMPS (STAKE AND PIPE TO BE PAINTED BLACK). BACKFLOW PREVENTORS SHALL BE SPECIFIED IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. ALL MAINLINE PIPING AND LATERAL PIPES TO CONFORM TO THE ASTM STANDARDS FOR PVC PIPING AND FITTINGS AND TO BE INSTALLED IN ACCORDANCE WITH SOUND INDUSTRY STANDARDS.
12. THE PLANS WILL REQUIRE THE LANDSCAPE CONTRACTOR TO PREPARE AND SUBMIT IRRIGATION SHOP DRAWINGS, THE LANDSCAPE ARCHITECT WILL REVIEW THE SHOP DRAWINGS ON BEHALF OF THE OWNER.
13. EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT, AND FURNISHINGS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF NEGLIGENCE IN THE PERFORMANCE OF THE WORK.
14. THE LANDSCAPE CONTRACTOR SHALL INSTALL ALL PLANT MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS. IN ALL CASES THE SPECIFIED SIZE OF THE PLANT MATERIAL SHALL HAVE PRECEDENCE OVER THE CONTAINER SIZE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT WITH ANY DISCREPANCIES IN LOCATING THE PLANT MATERIAL AS SPECIFIED.
15. ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS SET FORTH BY THE CITY OF FT. PIERCE, FLORIDA AND ANY OVERLAY DISTRICTS THAT MAY APPLY.



TREE PROTECTION BARRICADE DETAIL (BY OTHERS)
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TREE PROTECTION REQUIREMENTS (BY OTHERS)

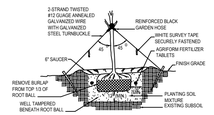
1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
SKINNING AND BRUISING OF BARK
ALL ACTIVITIES WITHIN THE DRIPLINE INCLUDING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIPLINE
EXCESS FOOT OR VEHICULAR TRAFFIC
PARKING VEHICLES WITHIN DRIPLINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET (PLAN & DETAIL) BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 4 X 4 POSTS AND 2 2x4 RAILS SPACED NO MORE THAN 6' APART. FENCE SHALL BE SECURELY ANCHORED AND BRACED AS NECESSARY FOR ADDITIONAL SUPPORT. ALL FENCING SHOULD BE A MINIMUM CLEAR DISTANCE OF 5' FROM THE FACE OF ANY TREE(S) 12" DBH AND UNDER AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE ATTACHED TO ANY TREE TO BE PRESERVED. NO SIGNS, WIRES, OR OTHER DEVICES OF ANY KIND, SHALL BE ALLOWED ON OVERALL 5' TEMPORARY SAL DEFENCE. ON TREES LARGER THAN 12" DBH, BARRICADES SHALL BE NO CLOSER THAN 8' FROM THE TRUNK OR 2/3 OF THE DRIPLINE, WHICHEVER IS GREATER. WHERE SPACE IS LIMITED WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. BARRICADES MUST BE THERE AT THE TIME BY THE CONTRACTOR TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONTRACTION WORK.
4. WHEN NECESSARY TO CUT ROOT OVER 1-1/2" DIAMETER OF TREES TO REMAIN, CUT MUST BE A CLEAN CUT, TWO INCHES BACK FROM EDGE OF TRENCH OR EXCAVATION. ROOTS SHALL BE PROTECTED AND KEPT MOIST BY COVERING FOR USE ON DAMAGED PLANT TISSUE. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT DRYING AND COVER WITH EARTH AS SOON AS POSSIBLE.
5. NO CONSTRUCTION MATERIALS TO BE KEPT WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE OWNER OR LANDSCAPE ARCHITECT. NO DUMPING OF TOXIC MATERIALS.
6. INTERFERING BRANCHES MAY BE REMOVED AT THE DIRECTION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE, BY A QUALIFIED TREE SURGEON.
7. REPAIR OR REPLACE TREES INDICATED TO REMAIN, WHICH ARE DAMAGED IN THE CONSTRUCTION OPERA-TIONS, IN A MANNER ACCEPTABLE TO THE OWNER. EMPLOY A QUALIFIED TREE SURGEON TO REPAIR MAJOR DAMAGES TO TREES AND SHRUBS. PROMPTLY, TO PREVENT PROGRESSIVE DETERIORATION OF DAMAGED TREES.
8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF TREES DAMAGED BEYOND REPAIR WITH SIMILAR SPECIES, QUANTITY AND SIZE OF TREES AS DETERMINED BY JURISDICTION REQUIREMENTS OR LANDSCAPE ARCHITECT.
IF TREES ARE MARKED THROUGH LACK OF PROTECTION THROUGH NEGLIGENCE ON THE PART OF THE CONTRACTOR, THE CONTRACTOR SHALL BEAR THE BURDEN OF THE COST OF REPAIR OR REPLACEMENT.

ROOT PROTECTION NOTES:

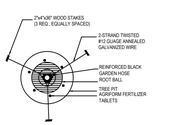
PROTECT AND CARE FOR EXISTING TREE ROOTS TO REMAIN BY MINIMIZING DAMAGE FROM COMPACTION, EXCAVATION AND DISEASE. WHEN WORK IS REQUIRED THAT MAY DAMAGE EXISTING ROOTS, SUCH AS UTILITY TRENCHING, EXCAVATE BY HAND AND CAREFULLY MOVE SOIL TO EXPOSE ROOTS. DAMAGED ROOTS SHALL BE PRUNED WITH A SHARP CLEAN TOOL IMMEDIATELY FOLLOWING ROOT PRUNING.TREES SHALL BE THOROUGHLY WATERED AND FERTILIZED AFTER ROOT PRUNING TO REDUCE STRESS.

CANOPY PROTECTION NOTES:

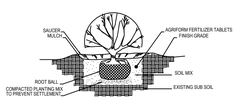
PROTECT EXISTING TREES TO REMAIN FROM TREE PRUNING ALONG PROPOSED PARKING DRIVE AISLES AND SIDEWALKS.



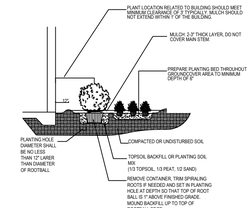
TREE PLANTING DETAIL



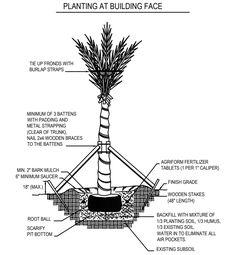
TREE STAKING DETAIL



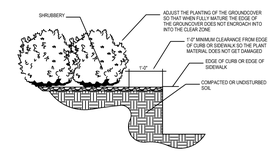
SHRUB PLANTING DETAIL



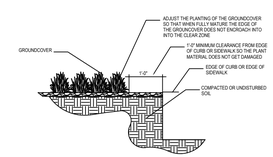
PLANTING AT BUILDING FACE



PALM PLANTING DETAIL



SHRUBBERY PLANTING ADJACENT TO CURB/ SIDEWALK



GROUNDCOVER PLANTING ADJACENT TO CURB/ SIDEWALK

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LANDSCAPE DETAILS

FORT PIERCE CHARTER SCHOOL

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RLA NO.1508

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SHEET NO:	LS102
REV:	

SITE PERMIT NA

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PLANTING SPECIFICATIONS

GENERAL
WORK INCLUDED
LANDSCAPING
1. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, PLANT MATERIALS,, SOIL ADDITIVES, ALL GRADING (FINE & AESTHETIC) MULCHING, FERTILIZATION AND EQUIPMENT. CONTRACTOR SHALL ALSO PROVIDE ALL SERVICES AND MAINTAIN ALL PLANT MATERIAL/ SOD AND IRRIGATION UNTIL FINAL ACCEPTANCE BY OWNER.

QUALITY ASSURANCE
TESTING AND INSPECTIONS
1. ALL PLANTS SHALL BE SUBJECT TO APPROVAL BY OWNER OR OWNERS REPRESENTATIVE. THE CONTRACTOR SHALL SUBMIT PICTURES THAT REPRESENT THE PLANT MATERIAL AT TIME OF BID. THE OWNER OR OWNERS REPRESENTATIVE HAS THE RIGHT TO REJECT ANY PLANT MATERIAL UPON REACHING THE SITE OR AFTER PLANTING SHOULD THAT PLANT MATERIAL NOT BE REPRESENTATIVE OF THE PICTURE. ALL PLANT MATERIAL SHALL MEET OR EXCEED FLORIDA #1 GRADES AND STANDARDS.
2. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR THE SOIL CONDITIONS AT TIME OF PLANTING. THE CONTRACTOR SHALL PERFORM RANDOM SOIL SAMPLES, ANY UNSUITABLE SOILS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO PLANTING IN THAT AREA.

PERFORMANCE
1. ALL PLANTING SHALL COMPLY WITH LOCAL CODES AND REGULATIONS.
2. ALL PLANTINGS SHALL BE COORDINATED WITH OTHER TRADES THAT MAY BE WORKING IN THAT AREA TO PREVENT ANY DAMAGE TO SAID PLANT MATERIAL.

SUBMITTALS
1. THE CONTRACTOR SHALL SUBMIT TO THE OWNER & OWNERS REPRESENTATIVE WITHIN FOURTEEN (14) DAY AFTER AWARD OF CONTRACT THE AVAILABILITY AND SOURCE OF PLANT MATERIAL.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS ON THE PLANT LIST UNLESS OTHERWISE NOTED OF A SUBSTITUTION. THE OWNER HAS THE RIGHT TO HAVE THE OWNERS REPRESENTATIVE COORDINATE WITH THE CONTRACTOR A FIELD TAGGING TRIP TO SAID NURSERIES FOR ALL TREES, ACCENT MATERIAL OR SPECIMEN MATERIAL SUCH AS TREES AND PALMS.
3. IF ANY OF THE PLANT MATERIAL IS UNAVAILABLE , THE CONTRACTOR SHALL SUBMIT DOCUMENTATION FROM A MINIMUM OF THREE (3) REGISTERED NURSERIES STATING THE UNAVAILABILITY AT WHICH POINT A REQUEST FOR SUBSTITUTION IS SUBMITTED.

PROJECT CONDITIONS
1. DO NOT COMMENCE ON ANY PLANTING UNTIL SITE HAS BEEN GRADED AND ANY SOIL IMPORTING OR EXPORTING HAS BEEN DONE.
2. INSPECT IRRIGATION SYSTEM AND FINISH GRADING PRIOR TO COMMENCING PLANTING.

WARRANTY
1. THE CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF TWELVE (12) MONTHS AND ALL SOD FOR A PERIOD OF SIX (6) MONTHS AFTER THE DATE OF FINAL ACCEPTANCE BY THE OWNER. THE CONTRACTOR SHALL SUBMIT MONTHLY REPORTS TO THE OWNER AS TO THE CONDITION OF SAID LANDSCAPING AND REPORT ANY MAINTENANCE DEFICIENCIES. IT IS THE CONTRACTORS RESPONSIBILITY TO CREATE THESE REPORTS TO PROTECT THE WARRANTY. FAILURE TO MAKE THESE REPORTS SHALL ELIMINATE ANY CLAIMS THAT MAY ARISE DURING THE WARRANTY PERIOD.
2. ALL PLANT MATERIAL DEEMED EITHER DEAD OR DYING SHALL BE REPLACED WITHIN TWO WEEKS OF SAID NOTICE BY THE OWNER. ALL REPLACED MATERIAL SHALL HAVE THE SAME WARRANTY AS DESCRIBED ABOVE FROM THE DATE OF REPLACEMENT.

PRODUCT HANDLING
1. ALL PLANT MATERIAL TRANSPORTATION SHALL COMPLY WITH ALL STATE AND FEDERAL GUIDELINES.
2. ALL FERTILIZER SHALL BE SHIPPED TO THE SITE IN UN-OPENED CONTAINERS WITH THE PROPER LABELING VISIBLE.
3. ALL PLANT MATERIAL SHALL BE PROPERLY HANDLED DURING TRANSPORTATION TO PREVENT ANY DAMAGE.

VERIFICATION OF DIMENSIONS AND QUANTITIES
1. ALL SCALED DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY AND CHECK ALL SAID DIMENSIONS AND QUANTITIES AND SHALL INFORM THE OWNER OF ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL CONDITIONS.

OWNER TAGGED MATERIAL
1. ALL PLANT MATERIAL THAT WAS TAGGED BY THE OWNER OR OWNERS REPRESENTATIVE SHALL HAVE SAID TAGS VISIBLE AND SHALL NOT BE REMOVED PRIOR TO INSPECTION BY THE OWNER OR OWNERS REPRESENTATIVE.

JOB CONDITIONS
1. THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL PLANT MATERIAL AND WORK AGAINST ANY INJURY AND SHALL MAINTAIN ALL SAFEGUARDS FOR PROTECTION OF THE PUBLIC. THE CONTRACTOR IS RESPONSIBLE FOR ANY NEGLIGENCE THAT CAUSE AN INJURY OR PROPERTY DAMAGE.
2. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE TO LOCATE ANY AND ALL UNDERGROUND UTILITIES PRIOR TO DIGGING AND SHALL NOTIFY OWNER OF ANY CONFLICTS PRIOR TO PLANTING.

PRODUCTS
MATERIALS
1. ALL PLANT MATERIAL SHALL BE TRUE TO NAME AS ESTABLISHED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURE PUBLICATION "STANDARD PLANT NAMES".
2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN AND SHALL COMPLY WITH ALL INSPECTIONS AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE "FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS". THE MINIMUM GRADE FOR ALL TREES AND PLANT MATERIAL SHALL BE FLORIDA #1 UNLESS OTHERWISE INDICATED.
3. THE MINIMUM ACCEPTABLE SIZE FOR ALL TREES AND PLANTS MEASURED AFTER PRUNING SHALL CONFORM TO THOSE STANDARDS AS INDICATED ON THE PLANS.
4. THE CLEAR TRUNK OF ALL PALMS SHALL BE MEASURED FORM THE FINISH GRADE TO THE BEGINNING OF THE FRONDS, THE BOOTED PORTION OF THE PALM SHALL BE IN PROPORTION TO THE OVERALL HEIGHT OF THE PALM.
5. THE CONTAINER GROWN PLANT MATERIAL SHALL HAVE BEEN IN THAT CONTAINER SIZE LONG ENOUGH TO ESTABLISH A SUBSTANTIAL ROOT GROWTH. ANY ROOT BOUND PLANT MATERIAL WILL BE REJECTED.
6. ALL BALLED AND BURLAPPED TREES SHALL BE DUG WITH A FIRM ROOT BALL LARGE ENOUGH TO SUPPORT SAID TREE. THESE TREES SHALL BE HANDLED BY THE ROOT BALL ONLY TO PREVENT ANY DAMAGE TO THE TREE.
7. ANY TOPSOIL SHALL BE A FRIABLE LOAM FROM A LOCAL SOURCE AND SHALL CONTAIN AT LEAST 5% OF DECAYED MATERIAL (HUMUS) AND WELL DRAINED. SAID TOPSOIL SHALL BE TESTED ACCORDINGLY BY A REGISTERED LABORATORY AND THE RESULTS PROVIDED TO THE OWNER.
8. ALL PLANTER BEDS SHALL BE TREATED WITH THE PRE-EMERGENT TREFLAN AS MANUFACTURED BY ELANCO PRODUCTS COMPANY OR EQUAL.
9. ALL MULCH SHALL BE PINE BARK NUGGETT MULCH AND SHALL BE FREE OF ANY WEEDS, STICKS OR OTHER DEBRIS.

EXECUTION
INSPECTION
1. INSURE THAT THE FINAL GRADE IS TO WITHIN THREE (3) INCHES HAS BEEN ESTABLISHED. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADING OF PLANTING AND SOD AREAS AS DIRECTED BY THE CIVIL ENGINEERS GRADING PLAN.

PREPARATION
1. ALL AREAS TO BE PLANTED SHALL HAVE THE THE TOP TWELVE (12) INCHES OF SOIL LOOSENED EXCEPT ON SLOPES 2:1 OR GREATER.
2. ALL SOILS TO BE USED SHALL BE FREE OF ALL ROCKS ONE (1) INCH OR GREATER, FOREIGN DEBRIS, REFUGE, LOOSE ROOTS, CONCRETE, BASE ROCK, PETROLEUM PRODUCT AND THE LIKE.
3. ALL GRADING DONE BY THE LANDSCAPE CONTRACTOR SHALL HAVE THE APPROVAL OF THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO PLANTING. ALL GRADING SHALL BE DONE SO THAT THERE IS POSITIVE DRAINAGE AWAY FROM THE BUILDINGS AT A MINIMUM OF ONE-QUARTER (1/4) INCH PER FOOT.
4. ALL EXISTING WEEDS SHALL BE REMOVED PRIOR TO PLANTING.
5. ALL TYPES OF GRASSES OTHER THAN THAT PROPOSED SHALL BE REMOVED FROM THE SITE, SUCH AS NUTGRASS, BERMUDA, ST. AUGUSTINE AND THE LIKE.

MATERIALS CONDITION
1. ALL PLANT MATERIALS SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE UPON ARRIVAL TO THE SITE. SAID PLANT MATERIAL SHALL BE STORED IN AN SECURE AREA UNTIL TIME TO PLANT.
2. ALL PLANT MATERIAL SHALL BE FREE OF ANY WEEDS, INSECTS OR DISEASES.
3. THE HEIGHT AND SPREAD OF ALL PLANT MATERIAL SHALL BE DONE SO WITH THE BRANCHING IN THE NORMAL POSITION.
4. ALL CONTAINER PLANTS SHALL BE REMOVED FROM CONTAINER IN SUCH A MANNER AS TO NOT DISTURB THE ROOT BALL OR PLAN MATERIAL DAMAGED.

LAYOUT
1. ALL LARGE PLANTING AREAS SHALL BE LAID OUT ACCORDING TO SAID PLANS PRIOR TO PLANTING TO ASSURE THE DESIRED LOOK,
2. IF UNDERGROUND UTILITIES ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNERS REPRESENTATIVE FOR AN ALTERNATIVE LAYOUT.

PLANTING
1. ANY EXCESS SOIL GENERATED FROM THE PLANTING HOLES AND NOT USED IN THE BACKFILLING OF SAID PLANTS SHALL BE REMOVED FROM THAT AREA.
2. PROTECT THOSE AREAS TO BE PLANTED FROM EXCESSIVE COMPACTION BY THE TRUCKING OF PLANT MATERIAL TO SAID PLANTING AREAS. COMPACTED AREAS SHALL HAVE THE SOIL LOOSENED TO MEET ACCEPTABLE PLANTING CONDITIONS.
3. ALL PLANTS SHALL BE PLANTED IN SUCH A MANNER AS TO HAVE THE BEST SIDE FACING THE PUBLIC VIEW.
4. SET PLANT MATERIAL PLUMB IN THE HOLE UNTIL THE SOIL HAS BEEN TAMPED FIRMLY AROUND THE ROOT BALL.
5. ALL TREES TO BE PLANTED WHERE THE TRUNK AND CROWN OF THE TREE ARE PERPENDICULAR TO THE FINISH GRADE.
6. ALL TREE WATERING WELLS SHALL BE AT A MINIMUM THE SAME SIZE AS THE HOLE DUG FOR PLANTING AND WATERED IMMEDIATELY FOLLOWING PLANTING.
7. ONCE THE PLANT MATERIAL HAS BEEN WATERED IN AND A PLANT IS DEEMED TO HAVE SETTLED TO DEEP, THE PLANT SHALL BE RAISED ACCORDINGLY TO ALLOW FOR PROPER GROWTH.
8. ALL PLANTED AREAS SHALL BE MONITORED FOR THE PROPER AMOUNT OF WATERING DURING THE PLANT ESTABLISHMENT PERIOD OF THIRTY (30) DAYS AND ADJUSTED ACCORDINGLY BY THE IRRIGATION SYSTEM.
9. DURING INSTALLATION, GRO-POWER 7 GRAM OR AGRIFORM 21 GRAM TABLETS, OR APPROVED EQUAL SHALL BE PROVIDED IN EACH PLANTING HOLE AS PER MANUFACTURERS SPECIFICATIONS. PLANT TABLETS SHALL BE PLACED 1/3 THE DEPTH OF THE ROOT BALL.
10. PRUNING SHALL BE DONE TO REMOVE ANY DAMAGED STEMS ONCE PLANTED, IF THE PLANT IS DAMAGED MORE THAN 25%, THEN THE PLANT IS TO BE RE-PLACED.

SOD PLANTING
1. ALL AREAS TO RECEIVE SOD SHALL BE FINE GRADED AND ALL DEBRIS IS TO BE REMOVED. IF SOIL IS COMPACTED THEN THE SOIL SHALL BE LOOSENED TO A DEPTH OF SIX (6) INCHED TO ALLOW FOR PROPER ESTABLISHMENT OF ROOTS.
2. ALL SOD SHALL BE LAID WITH TIGHT FITTING JOINTS, SOD STRIPS SHALL BE LAID IN SUCH A MANNER THAT THE PIECES HAVE STAGGERED JOINTS. DO NOT OVERLAP THE EDGES.
3. UPON LAYING A LARGE AREA, WATER IMMEDIATELY TO AVOID THE SOD FROM DRYING OUT.
4. WHEN WATERING, THE MOISTURE DEPTH SHOULD BE A MINIMUM OF EIGHT (8) INCHES.
5. ALL DEAD SOD SHALL BE REPLACED IMMEDIATELY WITH EQUAL SIZE PIECES.

CLEAN UP
1. ON A DAILY BASIS, AFTER ALL PLANTING OPERATIONS ARE DONE, ALL EMPTY CONTAINERS, DEBRIS CAUSED BY THE DAYS PLANTINGS SHALL BE REMOVED AND DISPOSED OF.
2. ALL SCARS, RUTS, OR OTHER MARKS LEFT ON THE GROUND SHALL BE REPAIRED.

OBSERVATION/ INSPECTION SCHEDULE
1. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE OWNER OR OWNERS REPRESENTATIVE IN ADVANCE FOR THE SCHEDULED SITE VISITS AS PRE-DETERMINED BY THE OWNER.
2. ALL INSPECTIONS SHALL BE MADE BY EITHER THE OWNER OR OWNERS REPRESENTATIVE, A REPORT OF EACH INSPECTION SHALL BE MADE BY THE LANDSCAPE CONTRACTOR AS TO THE FINDINGS AND TASKS COMPLETED PRIOR TO NEXT SCHEDULED INSPECTION.

PROTECTION OF COMPLETED WORK
1. IT IS THE SOLE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PROTECT AND SECURE ANY WORK PREVIOUSLY COMPLETED. IF DAMAGE HAS OCCURRED, THEN IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FIX SAID DAMAGES.

FINAL ACCEPTANCE OF INSTALLATION
1. IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO MAINTAIN ALL PLANTED AREAS TO BE FREE OF INSECTS, PESTS AND WEEDS. ANY MOWING, WEEDING, CHEMICAL APPLICATIONS AND WATERING SHALL BE DONE AS REQUIRED PRIOR TO FINAL ACCEPTANCE BY THE OWNER OR OWNERS REPRESENTATIVE.
2. ANY PRIOR DEFICIENCIES IN THE LANDSCAPE SHALL BE PERFORMED PRIOR TO ACCEPTANCE.
3. ONCE THE LANDSCAPE IS ACCEPTED, THE LANDSCAPE CONTRACTOR SHALL BEGIN THE TWELVE (12) MONTH PERIOD FOR TREES, SHRUBBERY AND GROUNDCOVER AND SIX (6) MONTHS FOR SOD AND SHALL REPLACE ANY MATERIAL THAT DIES WITHIN THAT TIME FRAME.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERT M. MOON, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR, STE. 116 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

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STATUS: 100% DESIGN DRAWINGS

REVISIONS PER TRC COMMENTS 11/12/19

REV NO 10 DATE:
REV NO 9 DATE:
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REV NO 7 DATE:
REV NO 6 DATE:
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LANDSCAPE SPECIFICATIONS

FORT PIERCE
CHARTER SCHOOL

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

JAMES D. BROWN
FLA NO.1508

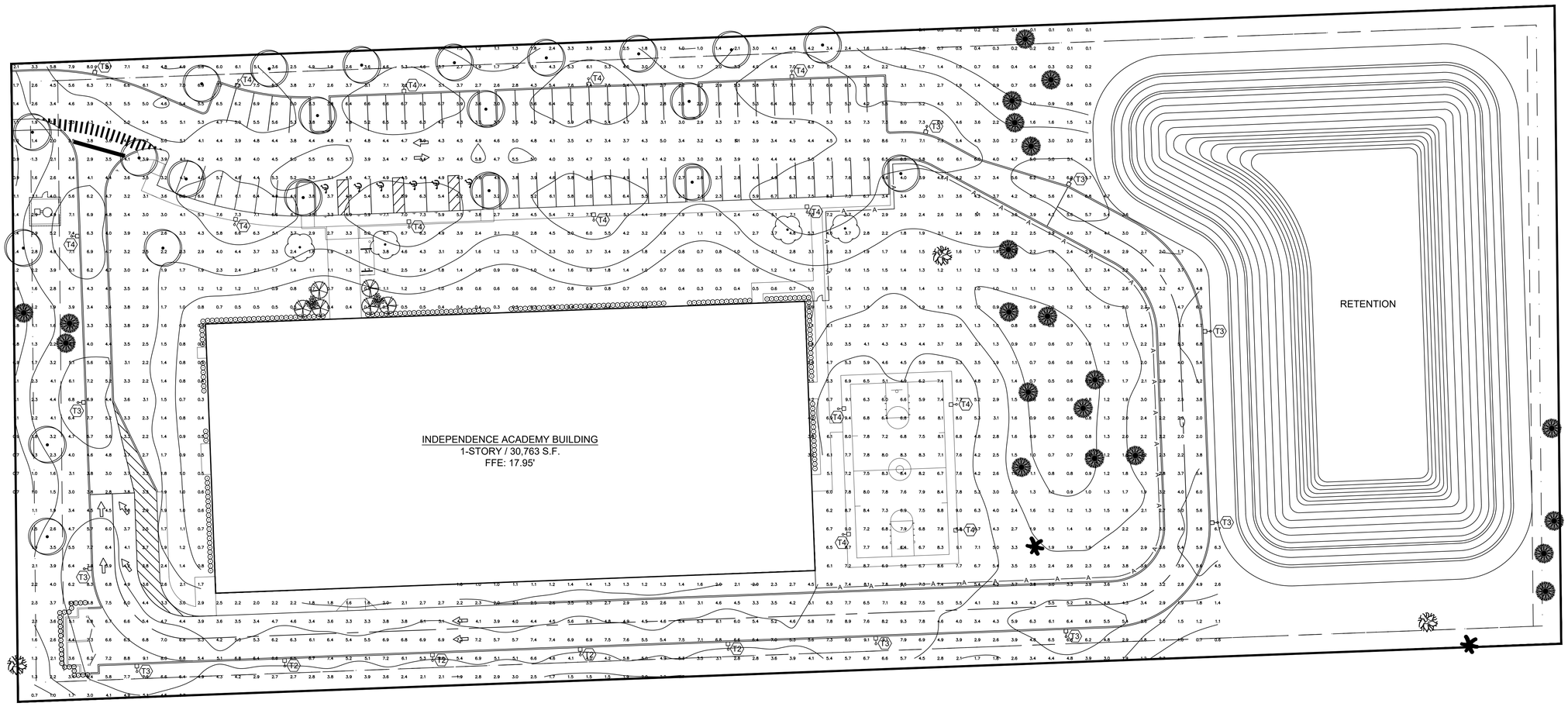
JOB NO: 19-0171.000
DESIGN: R.M.M.
DRAWN: C.A.T.
APPROVED: R.M.M.
SHEET NO: LS103
REV:

P:\SOUTHCREST FT. PIERCE\DESIGN\PLANS\CONSTRUCTION\LS103 LANDSCAPE PLAN.DWG 11/12/2019

SITE PERMIT NA

S E P A R A T E P E R M I T S R E Q U I R E D

ALL FIRE PROTECTION SYSTEMS, FUEL, GAS, SIGNAGE AND OTHER BUILDING COMPONENTS REQUIRED BY LOCAL BUILDING AND FIRE AUTHORITIES TO BE INSTALLED OR MODIFIED VIA SEPARATE PERMIT, AND WHICH ARE AFFECTED BY THE WORK PROPOSED HEREIN, SHALL BE DULY INSTALLED OR MODIFIED ONLY THROUGH SEPARATE PERMIT AUTHORIZATION FROM THE AUTHORITY(S) HAVING JURISDICTION.



PHOTOMETRIC PLAN

Scale: 1" = 30'

SITE LIGHT FIXTURE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE	QUANTITY	MOUNTING HEIGHT	TOTAL LUMENS	ARM LENGTH
T2		(1) 400W ED28 CLR PULSE START METAL HALIDE	25" X 19" X 8" APOGEERECTANGULAR SHOEBOX WITH FULL CUTOFF OPTICS; TYPE II PREMIUM HORIZONTAL LAMP SEGMENTED REFLECTOR W/ INTERNAL HS SHIELD; 16" SQ. CLEAR FLAT TEMPERED GLASS LENS.	ELECTRONIC	POLE	US Architectural Lighting, APG-R19-HR-II-400PSMH-HS	277V 1P 2W	/11/2003 LIGHT LABORATORY INC.	4	25'-0"	40000	0'-9"
T3		(1) 400W ED28 CLR PULSE START METAL HALIDE	25" X 19" X 8" APOGEERECTANGULAR SHOEBOX WITH FULL CUTOFF OPTICS; TYPE III PREMIUM HORIZONTAL LAMP SEGMENTED REFLECTOR; 16" SQ. CLEAR FLAT TEMPERED GLASS LENS.	ELECTRONIC	POLE	US Architectural Lighting, APG-R19-HR-3-400PSMH	277V 1P 2W	/1/2001 LIGHT LABORATORY INC.	9	25'-0"	40000	0'-9"
T4		(1) 400W ED28 CLR PULSE START METAL HALIDE	25" X 19" X 8" APOGEERECTANGULAR SHOEBOX WITH FULL CUTOFF OPTICS; TYPE IV-W PREMIUM HORIZONTAL LAMP SEGMENTED REFLECTOR; 16" SQ. CLEAR FLAT TEMPERED GLASS LENS.	ELECTRONIC	POLE	US Architectural Lighting, APG-R19-HR-4W-400PSMH	277V 1P 2W	/1/2001 LIGHT LABORATORY INC.	13	25'-0"	40000	0'-9"
T5		(1) 400W ED28 CLR PULSE START METAL HALIDE	25" X 19" X 8" APOGEERECTANGULAR SHOEBOX WITH FULL CUTOFF OPTICS; TYPE V-SQ PREMIUM HORIZONTAL LAMP SEGMENTED REFLECTOR; 16" SQ. CLEAR FLAT TEMPERED GLASS LENS.	ELECTRONIC	POLE	US Architectural Lighting, APG-R19-HR-V-SQ-400PSMH	277V 1P 2W	/1/2003 LIGHT LABORATORY INC.	1	25'-0"	40000	0'-9"

GENERAL PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	3.72
MAXIMUM FOOT-CANDLES	9.4
MINIMUM FOOT-CANDLES	0.1
MINIMUM TO MAXIMUM FC RATIO	0.01
MAXIMUM TO MINIMUM FC RATIO	181.81
AVERAGE TO MINIMUM FC RATIO	71.69

DC
design professionals
ddcdesigngroupinc@gmail.com
407.738.6520

CRAIG E. GUNDERSON LICENSE No. 60102 STATE OF FLORIDA PROFESSIONAL ENGINEER
DATE: 11-06-19

INDEPENDENCE ACADEMY

2900 SOUTH JENKINS ROAD
FORT PIERCE, FLORIDA 34981

SOUTHCREST

REV	DATE	DESCRIPTION

PROJECT NO: 1930442

DRAWN BY:

CHK'D BY:

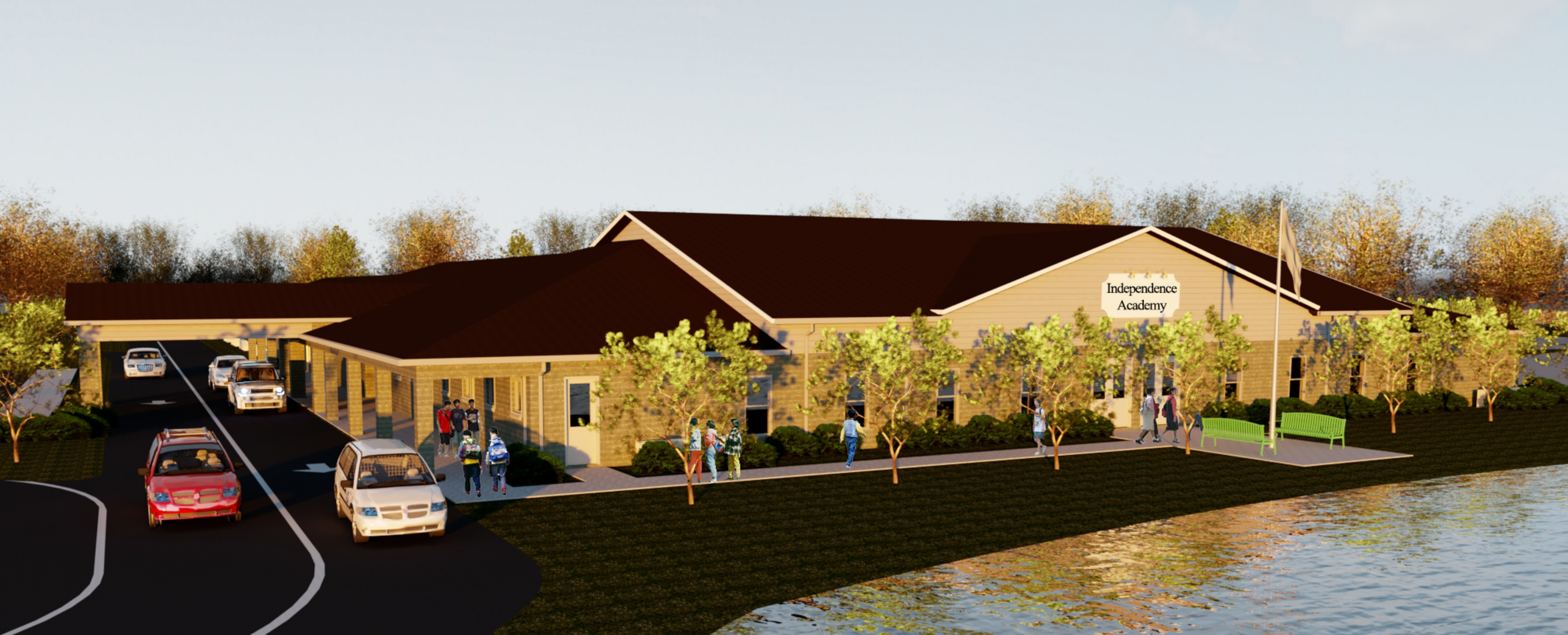
DATE:

SCALE:

SHEET TITLE:
PHOTOMETRIC PLAN

E005

SHEET OF


Independence
Academy

MEMORANDUM

September 06, 2019

Re: Ft. Pierce Independence
Traffic Impact Study Methodology
St. Lucie County, Florida
Project № 19087

The following is a methodology outline for the Traffic Impact Study (TIS) for the above referenced project. The methodology is consistent with the requirements of St. Lucie Transportation Planning Organization (TPO) for a TIS.

Project Description

The proposed project is a private school for 750 students (K-12) with anticipated buildout in 2020. A copy of the proposed site plan is provided in the **Attachments**.

Project Location

The +/- 18.89-acre site is located on S. Jenkins Road, approximately ½ mile south of Okeechobee Road, in the City of Ft. Pierce, Florida, as shown in **Figure 1**.

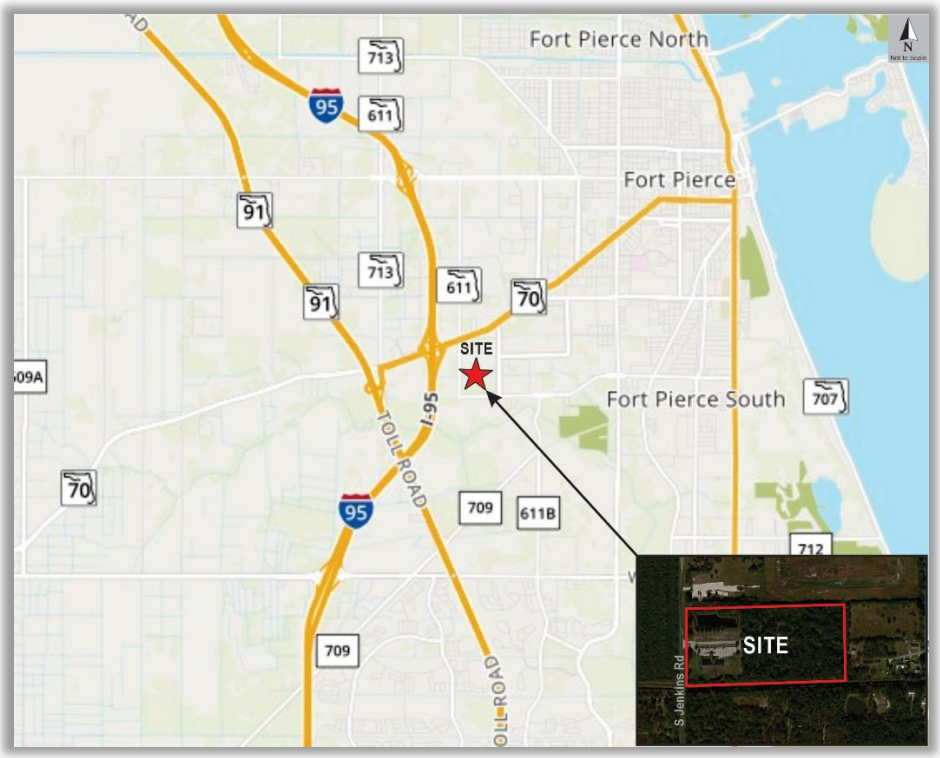


Figure 1 – Project Location

Project Access

Access to the site will be shared with the existing full access of the St. Peter Ministry Center driveway on S. Jenkins Road.

Trip Generation

The trip generation analysis was conducted using information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 10th Edition*. **Table 1** summarizes the trip generation analysis, and the detailed ITE sheets are included in the **Attachments**.

Table 1
Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
536	Private School (K-12)	750 ST	2.48	1,860	0.80	600	366	234	0.17	128	55	73

Trip Generation analysis based on ITE Trip Generation Manual, 10th Edition.
Average rates were used R^2>.75

The proposed development will generate 1,860 new daily trips, of which 600 trips occur during the AM peak hour and 128 trips occur during the PM peak hour.

Trip Distribution

The proposed trip distribution pattern was estimated based on the nature of the proposed land use, site location, the surrounding transportation network, and surrounding residential neighborhoods. The proposed project's trip distribution pattern is illustrated in **Figure 2.**

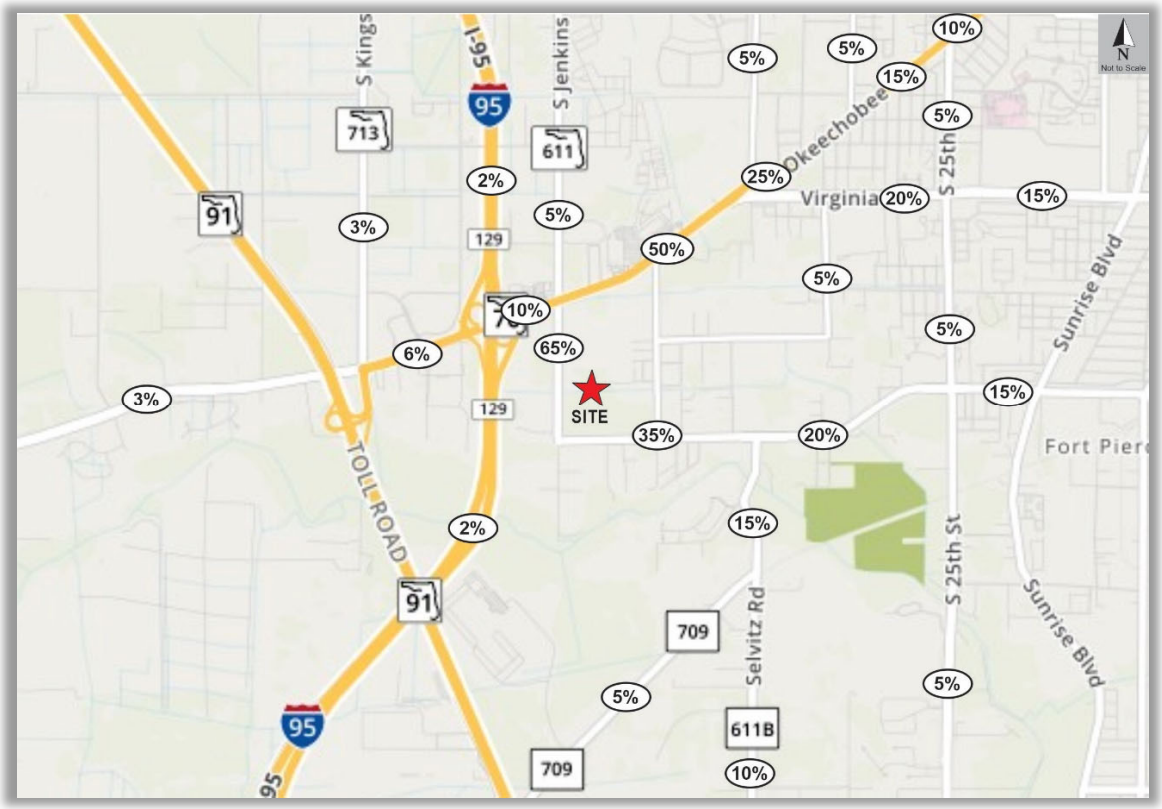


Figure 2 – Project Trip Distribution

Study Area

In accordance with the requirements of a TIS methodology, the study area will encompass major roadway segments and intersections where development is expected to consume 5% or more of their adopted peak hour Level of Service (LOS) capacities and 1% of the adopted LOS capacity of the road directly accessed by the project. Study area data was obtained from the St. Lucie TPO *Traffic Counts and Level of Service Report, Fall 2018* and Florida Department of Transportation (FDOT) *2013 Quality/Level of Service (Q/LOS) Manual***.** Excerpts from the traffic count report and the Q/LOS tables are included in the **Attachments**. **Table 2** provides the calculations for determining the study area of the project.

Table 2
Study Area Determination

Station ID	Road Name	From	To	LOS STD	2-Way Capacity	Trip Dist	Proj Trips	% Cap	In Study?
159	25th St	Bell Ave	Edwards Rd	D	3,760	5%	30	0.8%	NO
940021	25th St	Edwards Rd	Cortez Blvd	D	3,580	5%	30	0.8%	NO
529	25th St	Cortez Blvd	Virginia Ave	D	3,580	5%	30	0.8%	NO
612	35th St	Kirby Loop Rd	Cortez Blvd	D	950	0%	0	0.0%	NO
612	35th St	Cortez Blvd	Virginia Ave	D	1,400	5%	30	2.1%	NO
613	35th St	Virginia Ave	Okeechobee Rd	D	1,330	0%	0	0.0%	NO
174	Edwards Rd	Jenkins Rd	Mcneil Rd	C	1,140	35%	210	18.4%	**YES**
174	Edwards Rd	Mcneil Rd	Selvitz Rd	C	1,250	35%	210	16.8%	**YES**
110	Edwards Rd	Selvitz Rd	25th St	D	1,600	20%	120	7.5%	**YES**
108	Edwards Rd	25th St	Sunrise Blvd	D	2,920	15%	90	3.1%	NO
113	Glades Cut-off Rd	Jenkins Rd	Selvitz Rd	C	1,510	5%	30	2.0%	NO
670	Hartman Rd	Okeechobee Rd	Peterson Rd	D	1,330	5%	30	2.3%	NO
133	Jenkins Rd	Edwards Rd	Okeechobee Rd	D	1,600	65%	390	24.4%	**YES**
131	Jenkins Rd	Okeechobee Rd	Graham Rd	D	1,680	5%	30	1.8%	**YES**
131	Jenkins Rd	Graham Rd	Peterson Rd	C	1,140	5%	30	2.6%	**YES**
131	Jenkins Rd	Peterson Rd	Orange Ave	D	1,680	5%	30	1.8%	**YES**
940757	Kings Hwy	Okeechobee Rd	Crossroads Pkwy	C	1,510	3%	18	1.2%	NO
940757	Kings Hwy	Crossroads Pkwy	Graham Rd	D	1,160	3%	18	1.6%	NO
940076	Kings Hwy	Graham Rd	Picos Rd	D	1,160	3%	18	1.6%	NO
677	Kirby Loop Rd	Edwards Rd	35th St	C	1,140	0%	0	0.0%	NO
940025	Okeechobee Rd	Mccarty Rd	Florida's Turnpike	C	3,260	3%	18	0.6%	NO
940025	Okeechobee Rd	Florida's Turnpike	Kings Hwy	C	3,600	3%	18	0.5%	NO
940748	Okeechobee Rd	Kings Hwy	Crossroads Pkwy	C	7,580	6%	36	0.5%	NO
940106	Okeechobee Rd	Crossroads Pkwy	I-95	C	7,580	6%	36	0.5%	NO
940029	Okeechobee Rd	I-95	Jenkins Rd	C	7,450	10%	60	0.8%	NO
940029	Okeechobee Rd	Jenkins Rd	Mcneil Rd	D	7,210	50%	300	4.2%	NO
940742	Okeechobee Rd	Mcneil Rd	Virginia Ave	D	5,660	50%	300	5.3%	**YES**
688	Okeechobee Rd	Virginia Ave	Hartman Rd	D	3,760	25%	150	4.0%	NO
688	Okeechobee Rd	Hartman Rd	35th St	D	2,920	20%	120	4.1%	NO
689	Okeechobee Rd	35th St	25th St	D	2,920	15%	90	3.1%	NO
703	Selvitz Rd	Midway Rd	Glades Cut-off Rd	C	1,250	10%	60	4.8%	NO
704	Selvitz Rd	Glades Cut-off Rd	Edwards Rd	D	1,400	15%	90	6.4%	**YES**
940032	Virginia Ave	35th St	25th St	D	5,390	20%	120	2.2%	NO
940030	Virginia Ave	Okeechobee Rd	Hartman Rd	D	5,390	25%	150	2.8%	NO
940030	Virginia Ave	Hartman Rd	35th St	D	5,390	25%	150	2.8%	NO

Source: 2018 St Lucie TPO Traffic Counts and Level of Service Report TMS Segment Report
FDOT 2013 Table 4 and Table 7 QLOS

The following roadway segments and intersections will be analyzed for the PM peak hour as part of this study:

Roadway Segments:

- Edwards Road
  - Jenkins Road to McNeil Road
  - McNeil Road to Selvitz Road
  - Selvitz Road to 25th Street

- Jenkins Road
  - Edwards Road to Okeechobee Road
  - Okeechobee Road to Graham Road
  - Graham Road to Peterson Road
  - Peterson Road to Orange Avenue

- Okeechobee Road
  - McNeil Road to Virginia Avenue

- Selvitz Road
  - Glades Cut-Off Road to Edwards Road

The following intersections will be analyzed for the AM and PM peak hours:

Study Intersections:

- Okeechobee Road and S. Jenkins Road (Signalized)
- Okeechobee Road and McNeil Road (Signalized)
- Okeechobee Road and Virginia Avenue (Signalized)
- Selvitz Road and Edwards Road (Signalized)
- Site access driveway / Church Entrance (Non-Signalized)

Capacity Analysis

The TIS will include an analysis of the peak hour conditions in the existing year and the project buildout year (2020). The capacity analysis will be based on service volumes from FDOT's *Q/LOS Manual* and the methods of the *Highway Capacity Manual* (HCM), *6th Edition*. Roadway conditions will be analyzed for the PM peak conditions, while intersections will be analyzed for the AM and PM peak hour conditions.

Projected Traffic

The TIS will include an analysis of the roadway segments in the PM peak hour. The study intersections will be analyzed for both AM and PM peak hour operations. Offsite and access improvements necessary to support the proposed development at buildout will be identified in the study. The capacity analysis will be based on service volumes from FDOT's *Q/LOS Manual* and the methods of HCM.

Projected background traffic for the buildout year (2020) will be calculated using a 5-year historical annual growth rate or a minimum annual growth rate of 2.0% and/or committed trips generated by approved developments within the study area if applicable. Historical traffic volume counts will be obtained from St. Lucie County or FDOT to determine the observed traffic growth on the study segments. Up to 5 years of historical traffic data will be analyzed to obtain the observed annual growth rate.

Planned and Programmed Improvements

Planned and programmed improvements that may be available from the County's Capital Improvement Program (CIP), the FDOT's Work Program, and/or the Transportation Improvement Program (TIP) for any of the study segments will be utilized, if applicable.

Report

A report will be prepared for submittal to the City of Ft. Pierce and St. Lucie TPO documenting the analysis and findings.

Attachments

PARCEL ID: 2419-332-000-6
OWNER: KRONOS LLC
ADDRESS: 2850 S. JENKINS RD
ORB 2998 PAGE 1238
(NOT INCLUDED)

PARCEL ID: 2419-313-0001-000-0
OWNER: NEIL FARMS FP, LLC
ADDRESS: McNEIL RD
(NOT INCLUDED)

WETLAND

POND

EDGE OF WATER

TOP OF BANK

GRASSED AREA

108 SPACES

TRACT SIZE
6.0 ACRES

basketball court

tot lot

grass area

loading area

covered
drive

550 LF OF DOUBLE STACKING

RETENTION

easement

LIFT STATION

A/C UNIT 3'X4'

FIBER OPTIC HANDHOLE

CALC

P:\Southcrest Ft. Pierce\Design\Plans\Construction\CivilBase.dwg, Model, 8/30/2019 1:59:12 PM

Private School (K-12)
(536)

Vehicle Trip Ends vs: **Students**
On a: **Weekday**

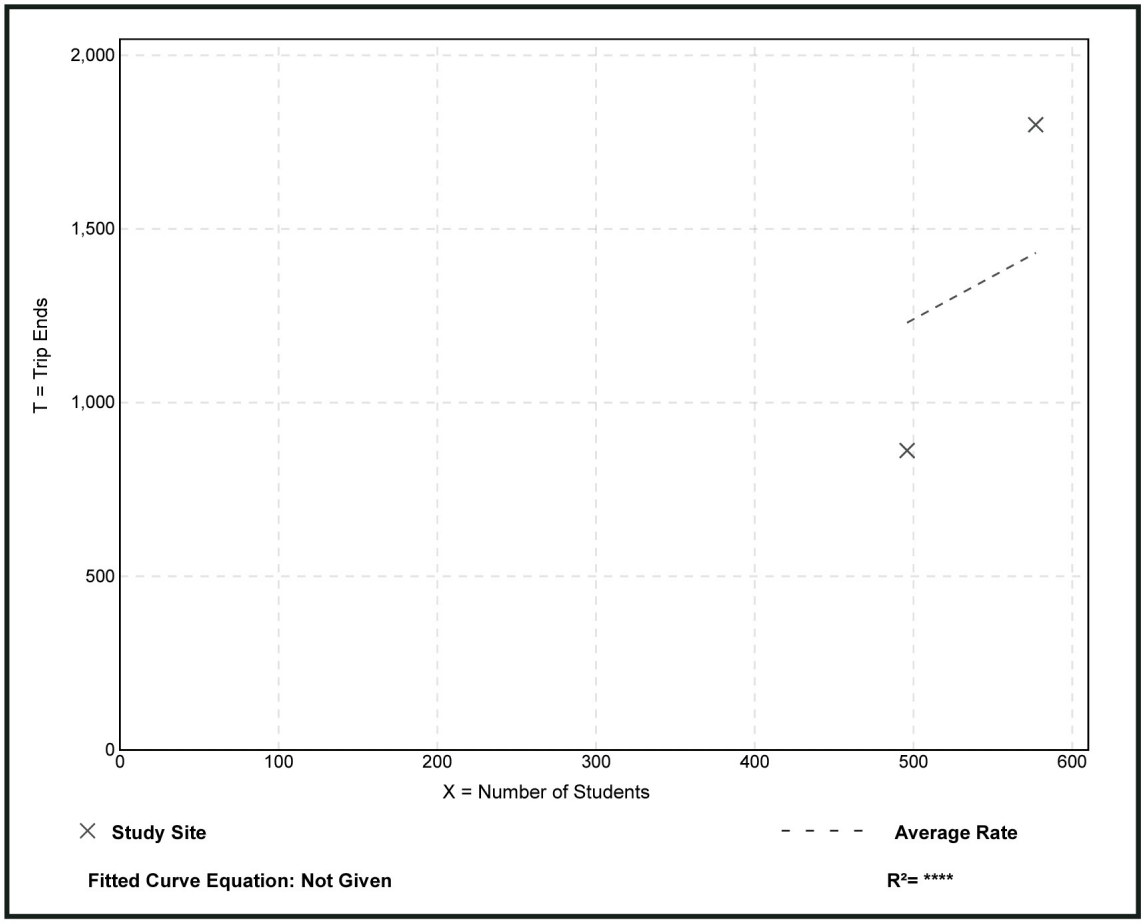
Setting/Location: **General Urban/Suburban**
Number of Studies: 2
Avg. Num. of Students: 537
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
2.48	1.74 - 3.12	*

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= **

Private School (K-12)
(536)

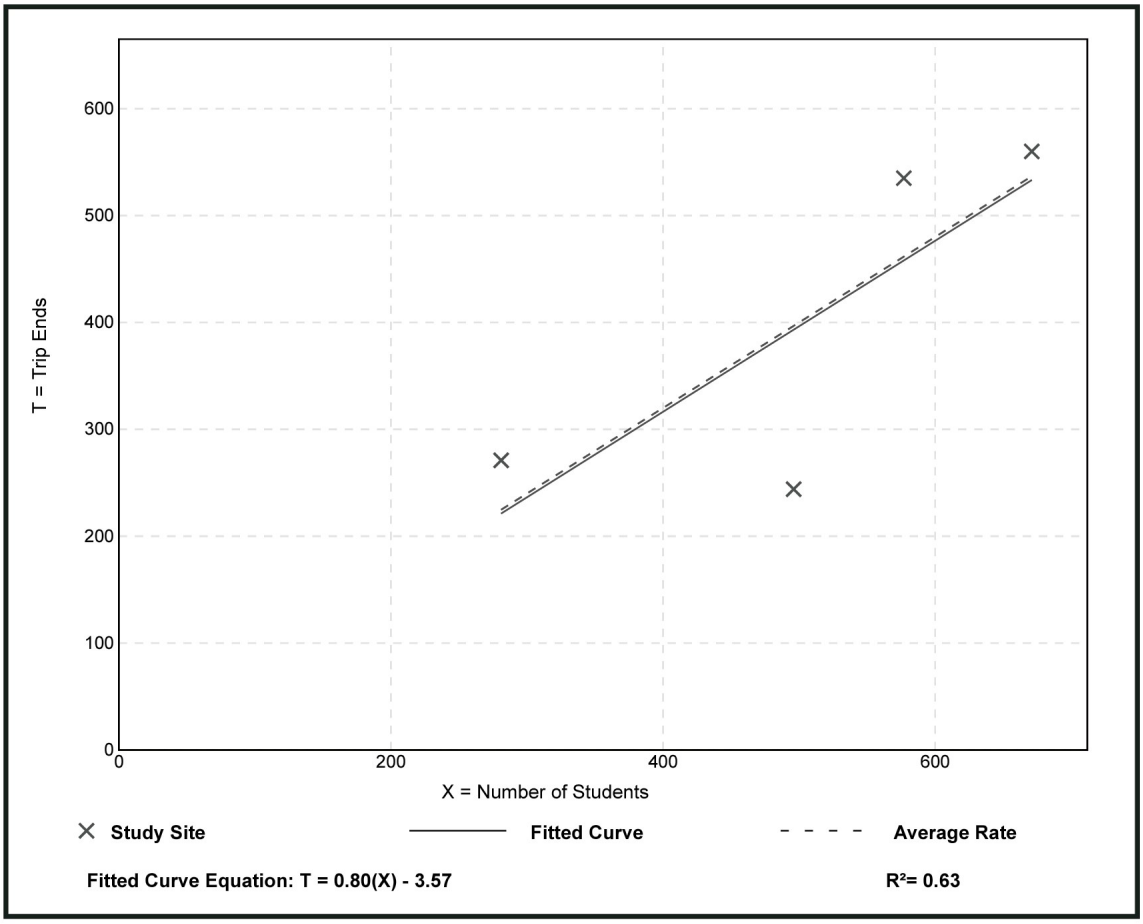
Vehicle Trip Ends vs:	**Students**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	4
Avg. Num. of Students:	506
Directional Distribution:	61% entering, 39% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.80	0.49 - 0.96	0.21

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: T = 0.80(X) - 3.57

R^2= 0.63

Private School (K-12)
(536)

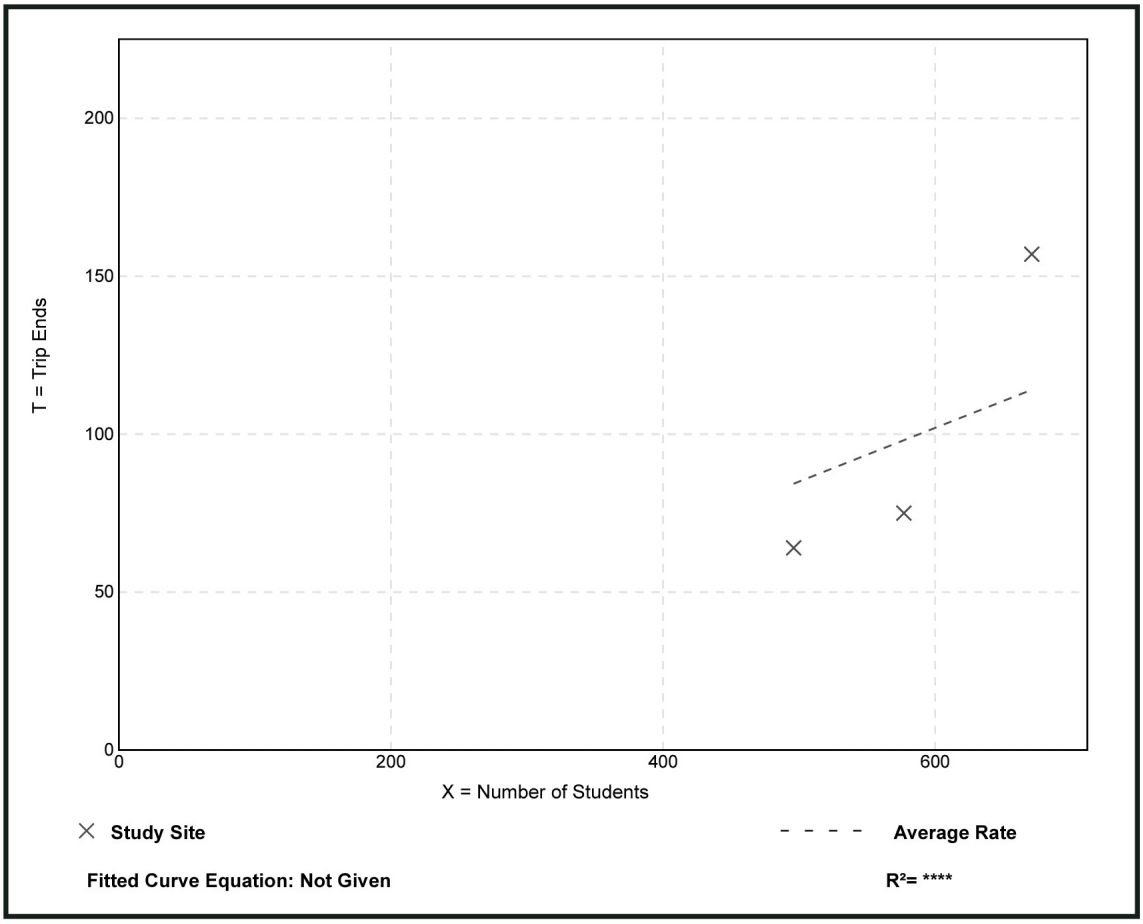
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 3
Avg. Num. of Students: 581
Directional Distribution: 43% entering, 57% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.17	0.13 - 0.23	0.21

Data Plot and Equation

Caution – Small Sample Size



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						Volume	LOS	V/C	Volume	LOS	V/C
2ND ST	CITRUS AVE to ORANGE AVE	601	2,200	2017	540	193	C	0.715	163	C	0.604
2ND ST	ORANGE AVE to AVENUE A	602	2,167	2017	540	138	C	0.511	130	C	0.481
7TH ST	SUNRISE BLVD to GEORGIA AVE	519	1,500	2019	600	98	C	0.327	110	C	0.367
7TH ST	GEORGIA AVE to DELAWARE AVE	517	2,100	2019	790	127	C	0.326	133	C	0.341
7TH ST	DELAWARE AVE to CITRUS AVE	515	3,100	2019	790	187	C	0.479	185	C	0.474
7TH ST	CITRUS AVE to ORANGE AVE	515	3,100	2019	750	187	C	0.505	185	C	0.500
7TH ST	ORANGE AVE to AVENUE C	603	3,047	2016	750	209	C	0.565	230	C	0.622
7TH ST	AVENUE C to AE BACKUS AVE	603	3,047	2016	540	209	C	0.774	230	C	0.852
7TH ST	AE BACKUS AVE to AVENUE D	603	3,047	2016	750	209	C	0.565	230	C	0.622
7TH ST	AVENUE D to AVENUE H	604	1,833	2017	750	120	C	0.324	118	C	0.319
10TH ST	DELAWARE AVE to AVENUE C	605	(117)	2017	600	-12	B	-0.040	-12	B	-0.040
10TH ST	AVENUE C to AVENUE D	605	(117)	2017	540	-12	B	-0.044	-12	B	-0.044
13TH ST	VIRGINIA AVE to NEBRASKA AVE	527	6,756	2016	750	369	C	0.997	425	D	0.567
13TH ST	NEBRASKA AVE to GEORGIA AVE	527	6,756	2016	790	369	C	0.946	425	D	0.538
13TH ST	GEORGIA AVE to DELAWARE AVE	525	4,898	2017	750	284	C	0.768	268	C	0.724
13TH ST	DELAWARE AVE to ORANGE AVE	523	4,060	2017	750	268	C	0.724	250	C	0.676
13TH ST	ORANGE AVE to AVENUE B	521	2,950	2017	750	174	C	0.470	170	C	0.459
13TH ST	AVENUE B to AVENUE D	521	2,950	2017	750	174	C	0.470	170	C	0.459
13TH ST	AVENUE D to AVENUE H	165	2,927	2017	750	174	C	0.470	162	C	0.438
13TH ST	AVENUE H to AVENUE Q	165	2,927	2017	540	174	C	0.644	162	C	0.600
17TH ST	GEORGIA AVE to DELAWARE AVE	606	3,133	2016	600	173	C	0.577	174	C	0.580
17TH ST	DELAWARE AVE to ORANGE AVE	607	6,900	2016	790	350	C	0.897	333	C	0.854
17TH ST	ORANGE AVE to AVENUE Q	608	4,000	2016	750	234	C	0.632	224	C	0.605
25TH ST	MIDWAY RD to BELL AVE	940016	19,100	2017	2,100	No Data	No Data	No Data	No Data	No Data	No Data
25TH ST	BELL AVE to EDWARDS RD	159	17,500	2019	2,100	970	C	0.483	968	C	0.482

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						Volume	LOS	V/C	Volume	LOS	V/C
25TH ST	EDWARDS RD to CORTEZ BLVD	940021	23,000	2017	2,000	971	C	0.508	1,159	C	0.607
25TH ST	CORTEZ BLVD to VIRGINIA AVE	529	23,000	2019	2,000	1,341	C	0.702	1,410	C	0.738
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	940015	20,500	2017	2,000	930	C	0.487	904	C	0.473
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	940015	20,500	2017	2,000	930	C	0.487	904	C	0.473
25TH ST	OKEECHOBEE RD to DELAWARE AVE	609	20,187	2017	1,630	1,037	D	0.636	985	D	0.604
25TH ST	DELAWARE AVE to ORANGE AVE	940014	21,000	2017	1,630	837	D	0.513	913	D	0.560
25TH ST	ORANGE AVE to AVENUE D	610	13,583	2016	1,630	588	C	0.805	577	C	0.790
25TH ST	AVENUE D to AVENUE Q	940050	19,900	2017	1,630	759	D	0.466	791	D	0.485
25TH ST	AVENUE Q to JUANITA AVE	945152	14,300	2017	2,000	565	C	0.296	722	C	0.378
25TH ST	JUANITA AVE to ST LUCIE BLVD	940791	0	2013	2,100	No Data	No Data	No Data	No Data	No Data	No Data
25TH ST	ST LUCIE BLVD to US 1	945165	7,300	2017	2,100	387	C	0.193	393	C	0.196
33RD ST	OKEECHOBEE RD to DELAWARE AVE	611	5,700	2016	750	333	C	0.900	273	C	0.738
33RD ST	DELAWARE AVE to ORANGE AVE	948507	5,500	2017	790	No Data	No Data	No Data	No Data	No Data	No Data
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	612	6,983	2016	540	557	E	0.960	417	D	0.772
35TH ST	CORTEZ BLVD to VIRGINIA AVE	612	6,983	2016	790	557	D	0.705	417	D	0.528
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	613	4,533	2016	750	275	C	0.743	276	C	0.746
53RD ST	ANGLE RD to JUANITA AVE	614	2,700	2016	540	144	C	0.533	159	C	0.589
AE BACKUS AVE	7TH ST to US 1	632	1,000	2017	750	68	C	0.184	78	C	0.211
AIROSO BLVD	PORT ST LUCIE BLVD to CROSSTOWN PKWY	303	18,227	2017	2,100	1,188	C	0.591	986	C	0.491
AIROSO BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	243	15,626	2017	2,100	779	C	0.388	797	C	0.397
AIROSO BLVD	PRIMA VISTA BLVD to FLORESTA DR	101	14,057	2017	2,000	736	C	0.385	745	C	0.390
AIROSO BLVD	FLORESTA DR to ST JAMES DR	301	21,206	2017	2,100	1,167	C	0.581	1,067	C	0.531
ANGLE RD	ORANGE AVE to AVENUE D	100	8,183	2017	790	441	D	0.558	419	D	0.530
ANGLE RD	AVENUE D to AVENUE Q	100	8,183	2017	540	441	D	0.817	419	D	0.776
ANGLE RD	AVENUE Q to 53RD ST	615	6,617	2016	600	382	D	0.637	324	D	0.540

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						Volume	LOS	V/C	Volume	LOS	V/C
CROSSROADS PKWY	OKEECHOBEE RD to KINGS HWY	649	1,950	2017	790	98	C	0.251	97	C	0.249
DARWIN BLVD	BECKER RD to PAAR DR	235	7,500	2018	630	748	F	1.187	660	F	1.048
DARWIN BLVD	PAAR DR to TULIP BLVD	235	7,500	2018	920	748	C	0.860	660	C	0.759
DARWIN BLVD	TULIP BLVD to PORT ST LUCIE BLVD	659	12,500	2018	920	608	C	0.699	597	C	0.686
DEL RIO BLVD	PORT ST LUCIE BLVD to CALIFORNIA BLVD	311	11,000	2018	920	618	C	0.710	574	C	0.660
DEL RIO BLVD	CALIFORNIA BLVD to CASHMERE BLVD	660	6,636	2016	880	400	C	0.482	345	C	0.416
DEL RIO BLVD	CASHMERE BLVD to CALIFORNIA BLVD	661	4,700	2017	880	275	C	0.331	288	C	0.347
DELAWARE AVE	HARTMAN RD to 33RD ST	662	1,717	2016	600	266	C	0.887	214	C	0.713
DELAWARE AVE	33RD ST to 25TH ST	500	3,345	2017	1,710	222	C	0.288	254	C	0.330
DELAWARE AVE	25TH ST to OKEECHOBEE RD	948526	2,700	2017	1,220	82	C	0.149	140	C	0.255
DELAWARE AVE	OKEECHOBEE RD to 13TH ST	663	9,983	2016	790	536	D	0.678	550	D	0.696
DELAWARE AVE	13TH ST to 10TH ST	664	7,497	2017	750	504	D	0.672	417	D	0.556
DELAWARE AVE	10TH ST to 7TH ST	664	7,497	2017	600	504	D	0.840	417	D	0.695
DELAWARE AVE	7TH ST to US 1	665	7,117	2016	750	457	D	0.609	426	D	0.568
EAST TORINO PKWY	CASHMERE BLVD to TORINO PKWY	710	11,000	2018	830	708	C	0.908	613	C	0.786
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	237	13,000	2018	880	862	D	0.980	813	C	0.980
EASY ST	US 1 to BUCHANAN DR	106	5,400	2018	750	404	D	0.539	324	C	0.876
EASY ST	BUCHANAN DR to YUCCA DR	106	5,400	2018	540	404	D	0.748	324	D	0.600
EDWARDS RD	JENKINS RD to MCNEIL RD	174	11,000	2019	630	535	C	0.892	558	C	0.930
EDWARDS RD	MCNEIL RD to SELVITZ RD	174	11,000	2019	700	535	C	0.811	558	C	0.845
EDWARDS RD	SELVITZ RD to 25TH ST	110	15,000	2019	880	804	C	0.969	792	C	0.954
EDWARDS RD	25TH ST to SUNRISE BLVD	108	17,000	2019	1,630	893	D	0.548	883	D	0.542
EDWARDS RD	SUNRISE BLVD to OLEANDER AVE	502	15,000	2019	1,630	744	D	0.456	725	C	0.993
EDWARDS RD	OLEANDER AVE to US 1	173	10,500	2019	1,630	578	C	0.792	504	C	0.690
FARMER'S MARKET RD	OLEANDER AVE to US 1	112	2,100	2019	750	145	C	0.392	142	C	0.384

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						Volume	LOS	V/C	Volume	LOS	V/C
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,303	2016	830	400	C	0.513	384	C	0.492
GRAHAM RD	KINGS HWY to JENKINS RD	669	3,633	2017	630	249	C	0.415	237	C	0.395
GREEN RIVER PKWY	MARTIN C.L. to WALTON RD	319	4,600	2018	1,070	325	B	0.855	321	B	0.845
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	5,767	2017	750	382	D	0.509	351	C	0.949
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	5,767	2017	540	382	D	0.707	351	D	0.650
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	5,767	2017	790	382	C	0.979	351	C	0.900
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	650	2019	670	54	B	0.245	65	B	0.295
HILLMOOR DR	US 1 to LENNARD RD	671	8,211	2016	790	467	D	0.591	400	D	0.506
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	77,000	2017	4,580	3,066	B	0.913	3,170	B	0.943
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	68,500	2017	4,580	No Data	No Data	No Data	No Data	No Data	No Data
I-95	MIDWAY RD to OKEECHOBEE RD	941902	78,500	2017	4,580	No Data	No Data	No Data	No Data	No Data	No Data
I-95	OKEECHOBEE RD to ORANGE AVE	941903	0	2009	7,320	No Data	No Data	No Data	No Data	No Data	No Data
I-95	ORANGE AVE to INDRIO RD	941905	44,000	2017	7,320	1,545	B	0.343	1,648	B	0.366
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	945029	7,100	2017	750	413	D	0.551	384	D	0.512
INDIAN RIVER DR	ORANGE AVE to AVENUE A	940003	7,200	2017	750	258	C	0.697	322	C	0.870
INDIAN RIVER DR	AVENUE D to SEAWAY DR	940004	7,000	2017	790	291	C	0.746	450	D	0.570
INDIAN RIVER DR	AVENUE A to AVENUE D	940004	7,000	2017	540	291	D	0.539	450	D	0.833
INDRIO RD	PRIVATE RD to I-95 W RAMP	940128	1,600	2017	1,080	118	B	0.288	110	B	0.268
INDRIO RD	I-95 W RAMP to I-95 E RAMP	940128	1,600	2017	3,240	118	B	0.065	110	B	0.061
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	940038	11,700	2017	3,240	600	B	0.331	600	B	0.331
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	940038	11,700	2017	700	600	C	0.909	600	C	0.909
INDRIO RD	JOHNSTON RD to EMERSON AVE	940038	11,700	2017	880	600	C	0.723	600	C	0.723
INDRIO RD	EMERSON RD to SEMINOLE RD	940281	10,500	2017	920	494	C	0.568	492	C	0.566
INDRIO RD	SEMINOLE RD to KINGS HWY	940281	10,500	2017	790	494	D	0.625	492	D	0.623
INDRIO RD	KINGS HWY to SLASH PINE TRL	114	5,509	2016	790	356	C	0.913	341	C	0.874

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						Volume	LOS	V/C	Volume	LOS	V/C
INDRIO RD	SLASH PINE TRL to US 1	114	5,509	2016	920	356	C	0.409	341	C	0.392
INDRIO RD	US 1 to OLD DIXIE HWY	672	933	2016	750	65	C	0.176	88	C	0.238
JENNINGS RD	US 1 to LENNARD RD	673	4,567	2016	2,100	302	C	0.150	246	C	0.122
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	10,500	2019	880	529	C	0.637	568	C	0.684
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	10,120	2017	920	604	C	0.694	606	C	0.697
JENKINS RD	GRAHAM RD to PETERSON RD	131	10,120	2017	630	604	D	0.959	606	D	0.962
JENKINS RD	PETERSON RD to ORANGE AVE	131	10,120	2017	920	604	C	0.694	606	C	0.697
JOHNSTON RD	ANGLE RD to L20	674	2,500	2016	1,070	170	B	0.447	164	B	0.432
JOHNSTON RD	L20 to INDRIO RD	675	2,133	2017	1,070	135	B	0.355	132	B	0.347
JOHNSTON RD	INDRIO RD to INDIAN RIVER C.L.	135	7,435	2016	1,070	449	C	0.591	449	C	0.591
JUANITA AVE	53RD ST to 25TH ST	122	2,688	2017	750	173	C	0.468	158	C	0.427
JUANITA AVE	25TH ST to US 1	120	3,415	2017	750	191	C	0.516	187	C	0.505
KEEN RD	ANGLE RD to ST LUCIE BLVD	129	3,100	2019	630	187	C	0.312	218	C	0.363
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	12,800	2017	830	453	C	0.546	516	C	0.622
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	12,800	2017	660	453	C	0.686	516	C	0.782
KINGS HWY	GRAHAM RD to PICOS RD	940076	9,500	2017	660	341	C	0.517	428	C	0.648
KINGS HWY	PICOS RD to ORANGE AVE	940076	9,500	2017	830	341	C	0.411	428	C	0.516
KINGS HWY	ORANGE AVE to ANGLE RD	940077	18,400	2017	870	734	C	0.844	810	C	0.931
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	12,900	2017	830	550	C	0.663	582	C	0.701
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	15,300	2017	830	749	C	0.902	793	C	0.955
KITTERMAN RD	OLEANDER AVE to US 1	124	3,400	2018	750	223	C	0.603	203	C	0.549
KITTERMAN RD	US 1 to LENNARD EXT	678	2,267	2017	750	129	C	0.349	131	C	0.354
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	4,347	2016	630	287	C	0.478	352	C	0.587
LENNARD RD	US 1 to MELALEUCA BLVD	325	19,524	2017	1,710	1,128	D	0.660	1,082	D	0.633
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	19,524	2017	1,630	1,128	D	0.692	1,082	D	0.664

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Fall 2018

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,730	2017	920	164	C	0.189	157	C	0.180
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	4,620	2016	880	314	C	0.378	301	C	0.363
NEBRASKA AVE	25TH ST to 13TH ST	684	3,800	2017	1,710	236	C	0.306	199	C	0.258
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	7,217	2016	700	385	C	0.583	336	C	0.509
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	4,100	2017	540	243	C	0.900	237	C	0.878
OHIO AVE	COLONIAL RD to US 1	686	4,100	2017	750	243	C	0.657	237	C	0.641
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	10,000	2019	1,010	485	B	0.480	486	B	0.481
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	10,000	2019	1,270	485	B	0.382	486	B	0.383
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	6,800	2017	1,340	178	B	0.133	203	B	0.151
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	6,800	2017	1,340	178	B	0.133	203	B	0.151
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	6,800	2017	1,340	178	B	0.133	203	B	0.151
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	6,800	2017	1,740	178	B	0.102	203	B	0.117
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	6,800	2017	1,740	178	B	0.102	203	B	0.117
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	5,451	2017	1,810	No Data	No Data	No Data	No Data	No Data	No Data
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	11,600	2017	1,810	417	B	0.230	502	B	0.277
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	11,600	2017	2,010	417	C	0.207	502	C	0.250
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	29,500	2017	4,170	1,090	C	0.261	1,102	C	0.264
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	33,000	2017	4,170	1,137	C	0.273	1,164	C	0.279
OKEECHOBEE RD	I-95 to JENKINS RD	940029	34,500	2017	4,240	1,810	C	0.434	1,542	C	0.370
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	34,500	2017	4,040	1,810	C	0.456	1,542	C	0.388
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	31,500	2017	3,170	1,365	C	0.442	1,551	C	0.502
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	11,500	2016	2,100	631	C	0.314	631	C	0.314
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	11,500	2016	1,630	631	C	0.864	631	C	0.864
OKEECHOBEE RD	35TH ST to 25TH ST	689	13,083	2016	1,630	724	C	0.992	727	C	0.996
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	12,083	2016	1,630	719	C	0.985	674	C	0.923

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Fall 2018

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
PORT ST LUCIE BLVD	FLORESTA DR to VETERANS MEMORIAL PKWY	940778	63,000	2017	3,020	3,227	F	1.069	2,344	C	0.797
PORT ST LUCIE BLVD	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	940776	44,500	2017	3,020	2,341	C	0.796	1,949	C	0.663
PORT ST LUCIE BLVD	MORNINGSIDE BLVD to US 1	945072	43,500	2017	3,170	1,944	C	0.629	1,879	C	0.608
PRIMA VISTA BLVD	BAYSHORE BLVD to AIROSO BLVD	314	26,000	2018	2,100	1,232	C	0.613	1,241	C	0.617
PRIMA VISTA BLVD	AIROSO BLVD to FLORESTA DR	150	25,000	2018	2,100	1,151	C	0.573	1,079	C	0.537
PRIMA VISTA BLVD	FLORESTA DR to NARANJA AVE	148	39,000	2018	2,100	2,301	F	1.096	2,250	F	1.071
PRIMA VISTA BLVD	NARANJA AVE to RIO MAR DR	148	39,000	2018	2,000	2,301	F	1.151	2,250	F	1.125
PRIMA VISTA BLVD	RIO MAR DR to US 1	146	21,500	2018	2,100	1,045	C	0.520	953	C	0.474
PRIMA VISTA BLVD	US 1 to LENNARD RD	699	7,267	2017	1,710	441	C	0.573	444	C	0.577
RANGE LINE RD	MARTIN C.L. to GLADES CUT-OFF RD	145	2,400	2019	1,080	161	B	0.393	160	B	0.390
RIO MAR DR	PRIMA VISTA BLVD to BEACH AVE	147	5,553	2016	750	283	C	0.765	354	C	0.957
RIO MAR DR	BEACH AVE to US 1	147	5,553	2016	790	283	C	0.726	354	C	0.908
ROSSER BLVD	APRICOT RD to GATLIN BLVD	948510	3,900	2017	920	No Data	No Data	No Data	No Data	No Data	No Data
ROSSER BLVD	PAAR DR to APRICOT RD	948510	3,900	2017	1,070	No Data	No Data	No Data	No Data	No Data	No Data
SAVONA BLVD	BECKER RD to PAAR DR	236	8,765	2017	790	850	F	1.012	760	D	0.962
SAVONA BLVD	PAAR DR to GATLIN BLVD	236	8,765	2017	750	850	F	1.063	760	E	0.950
SAVONA BLVD	GATLIN BLVD to CALIFORNIA BLVD	702	13,500	2018	790	675	D	0.854	662	D	0.838
SAVAGE BLVD	GATLIN BLVD to GALIANO RD	168	4,300	2018	920	283	C	0.325	228	C	0.262
SAVANNAH RD	US 1 to INDIAN RIVER DR	514	2,200	2019	540	156	C	0.578	154	C	0.570
SELVITZ RD	BAYSHORE BLVD to ST JAMES BLVD	948501	8,600	2017	750	No Data	No Data	No Data	No Data	No Data	No Data
SELVITZ RD	ST JAMES BLVD to MIDWAY RD	948501	8,600	2017	750	No Data	No Data	No Data	No Data	No Data	No Data
SELVITZ RD	MIDWAY RD to GLADES CUT-OFF RD	703	9,400	2019	700	629	C	0.953	582	C	0.882
SELVITZ RD	GLADES CUT-OFF RD to EDWARDS RD	704	14,500	2019	790	843	F	14	806	E	0.960
SHINN RD	MIDWAY RD to OKEECHOBEE RD	705	750	2017	580	49	C	0.096	47	C	0.092
SHINN RD	OKEECHOBEE RD to ORANGE AVE	149	1,000	2019	1,080	75	B	0.183	76	B	0.185

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Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
US 1	ST LUCIE BLVD to 25TH ST	940009	18,700	2017	2,100	959	C	0.477	1,149	C	0.572
US 1	25TH ST to INDRIO RD	940009	18,700	2017	2,100	959	C	0.477	1,149	C	0.572
US 1	INDRIO RD to TURNPIKE FEEDER RD	940107	21,200	2017	2,100	970	C	0.483	1,328	C	0.661
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	940107	21,200	2017	2,100	970	C	0.483	1,328	C	0.661
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	329	18,607	2017	2,100	1,015	C	0.505	1,008	C	0.501
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	327	14,619	2017	2,100	741	C	0.369	788	C	0.392
VILLAGE GREEN DR	US 1 to WALTON RD	716	9,567	2017	2,100	617	C	0.307	573	C	0.285
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	717	4,533	2017	920	244	C	0.280	230	C	0.264
VIRGINIA AVE	35TH ST to 25TH ST	940032	20,900	2017	3,020	905	C	0.308	951	C	0.323
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	20,300	2017	3,020	1,077	C	0.366	984	C	0.335
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	20,300	2017	3,020	1,077	C	0.366	984	C	0.335
VIRGINIA AVE	25TH ST to 13TH ST	940033	22,500	2017	3,020	834	C	0.284	935	C	0.318
VIRGINIA AVE	13TH ST to 11TH ST	940794	26,500	2017	3,020	1,075	C	0.366	1,175	C	0.400
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	26,500	2017	3,170	1,075	C	0.348	1,175	C	0.380
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	20,400	2017	3,020	793	C	0.270	865	C	0.294
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,500	2017	3,170	642	C	0.208	854	C	0.276
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,500	2017	3,020	642	C	0.218	854	C	0.290
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	718	10,367	2017	2,650	749	C	0.609	596	C	0.485
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	718	10,367	2017	1,710	749	C	0.973	596	C	0.774
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	719	20,034	2017	1,710	1,091	D	0.638	1,075	D	0.629
VILLAGE PKWY	WESTCLIFFE LN to CROSSROADS PKWY	720	12,117	2016	1,540	709	D	0.460	706	D	0.458
WALTON RD	US 1 to VILLAGE GREEN DR	330	16,000	2019	1,710	966	D	0.565	888	D	0.519
WALTON RD	VILLAGE GREEN DR to LENNARD RD	328	14,000	2018	1,710	857	D	0.501	812	D	0.475
WALTON RD	LENNARD RD to GREEN RIVER PKWY	326	9,200	2018	880	558	C	0.672	614	C	0.740
WALTON RD	GREEN RIVER PKWY to INDIAN RIVER DR	324	6,400	2018	630	493	C	0.822	510	C	0.850

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TABLE 4

Generalized **Peak Hour Two-Way** Volumes for Florida's **Urbanized Areas**[1]

12/18/12

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	1,510	1,600	**
4	Divided	*	3,420	3,580	**
6	Divided	*	5,250	5,390	**
8	Divided	*	7,090	7,210	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	660	1,330	1,410
4	Divided	*	1,310	2,920	3,040
6	Divided	*	2,090	4,500	4,590
8	Divided	*	2,880	6,060	6,130

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
2	Divided	Yes	No	+5%
2	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	260	680	1,770
50-84%	190	600	1,770	>1,770
85-100%	830	1,770	>1,770	**

PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	250	850
50-84%	*	150	780	1,420
85-100%	340	960	1,560	>1,770

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Lanes	B	C	D	E
4	4,120	5,540	6,700	7,190
6	6,130	8,370	10,060	11,100
8	8,230	11,100	13,390	15,010
10	10,330	14,040	16,840	18,930
12	14,450	18,880	22,030	22,860

Freeway Adjustments

Auxiliary Lanes Present in Both Directions	Ramp Metering
+ 1,800	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
2	Undivided	770	1,530	2,170	2,990
4	Divided	3,300	4,660	5,900	6,530
6	Divided	4,950	6,990	8,840	9,790

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
2	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1] Values shown are presented as peak hour two-way volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

TABLE 7

Generalized **Peak Hour Directional** Volumes for Florida's **Urbanized Areas**[1]

12/18/12

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Lanes	B	C	D	E
2	2,260	3,020	3,660	3,940
3	3,360	4,580	5,500	6,080
4	4,500	6,080	7,320	8,220
5	5,660	7,680	9,220	10,360
6	7,900	10,320	12,060	12,500

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	420	840	1,190	1,640
2	Divided	1,810	2,560	3,240	3,590
3	Divided	2,720	3,840	4,860	5,380

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

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November 13, 2019

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

SUBJECT: **Fort Pierce Charter School – 2900 S. Jenkins Road**
TECHNICAL REVIEW PROJECT: # 19-07000008

Developmental review, conditional use, and design review (Brandon Greagan)
Comments:

1. The photometric plan provided needs to have a table that shows what minimum, maximum, and minimum average foot-candle lighting is for each area to include, butnot limited to the parking lot, property lines, and sidewalks.
   Response: See enclosed Photometric Plan

2. A tree mitigation plan needs to be provided prior to Planning Board that details trees that need to be mitigated for on-site as well as what the total DBH is for each treeand the total DBH for the whole entire site. Mitigation requirements can be found in City Code 22-191 through 22-194.
   Response: See Revised Landscape Plans enclosed with this submittal.

3. The dumpster enclosure location may need to be moved as its current location maynot be practical with how the driveway and drive aisle is configured. Speak to Tysha Williams in the Public Works Solid Waste Division to determine if this is an appropriate location for their trucks.
   Response: We spoke with Tysha Williams who is currently on medical leave, and she asked that we call Jacolby Washington in her office, we've left emails and voicemails but as of this submittal not received a return message. The City's dumpster enclosure is a front load enclosure and therefore we have provided the adequate room for truck maneuverability. Should Public Works Waste Division deem this location unacceptable, we will address at site plan review.

4. The driveway that wraps around the school needs to be reconfigured as it falls below the minimum standards for a driveway pursuant to City Code 22-61. For all areas of the driveway that are one lane, the driveway shall be at minimum 14 feet and the plans show a minimum of 12 feet. For the areas of the driveway that show two lanes, each lane shall be at minimum 14 feet or 28 feet combined. The plans only show a minimum of 10 feet each or 20 feet combined.
   Response: After further discussion with Tracy Telle, Assistant City Engineer, we have revised the plans to make the incoming and exiting single lane drive aisles 14-feet in width and the duel one-way que line 24-feet in width.

5. The Landscape Plan provided appears to not meet the minimum standards of a Landscape Plan pursuant to City Code 22-187. Staff will be providing a marked-up Landscape Plan that will provide areas for Landscape Improvement. As this site is on a major corridor and the project is going through Design Review, Development Review, and a Conditional Use, any revised Landscape Plan shall be above and beyond the minimum standards of the Landscape Code contained in 22-187. You can also use this Landscape Plan to mitigate for any trees that need to be mitigated for. This must be provided prior to Planning Board
   Response: Typical schools provide minimal landscaping to provide maximum visibility for security on school campus. We have increased the perimeter landscaping and will work with staff to provide a Landscape Plan that is acceptable to both the City as well as the Charter School.

6. The courtyard that is proposed shall be configured to a point that is can be an area where people could gather to enjoy the campus, socialize, and so on. Staff would like to see some benches, brick paver paths, trees with mulched flower beds, and possibly a water feature. With this area being an open space there is a good opportunity to turn it into a nice calming & inviting space.
   Response: For liability reasons a water feature will not be installed, however our client (the Developer) will get with the Charter School (the Tenant) to come up with hardscape features to enhance the campus.

7. Provide a narrative that explains your project and what you want to do. This is required to be advanced to the Planning Board. The narrative should give a brief description of the project, tellhow many students are proposed, what grades are proposed, how many classrooms, the make-up of the staff, and should give a proposed schedule (ifavailable).
   Response: Please see the narrative below;
   "The project that we are proposing is going to be for a K-8 Charter School project for Independence Classical Academy. The school building will have a total of 28 classrooms with 40 staff members which will include teachers, office staff, administrative support, vice principal, and principal. The school will include outside areas for recreation activity and basketball court. The school will support a student body of 570 students that would include the grades K-8."

8. The retention area may need to be landscaped at its perimeter pursuant to City Code 17-34.
   Response: In coordination with Tracy Telle she waved the need for planting the perimeter of the pond, however we have added additional perimeter property plantings along the back side (east boundary of the property) of the pond.

Site Plan (John Andrews, P.E.)
Engineering Comments:

1. Provide a note on the site plan that all construction will comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.
   Response: This note has been added to sheet C101 of the revised Site Plan.

2. ADVISORY COMMENT: The drainage plans are conceptual at this time and will be reviewed in depth at time of Site Work permit submittal.
   Response: Comment noted.

3. Please update all engineering plans to a standard engineering scale.
   Response: Comment noted.

4. Provide a stop situation at the tie-in to the existing driveway located at the west end of the site.
   Response: A stop condition has been added to sheet C101 of the revised Site Plan.

5. The site plan shall have a minimum two-way driveway aisle of 24'. This driveway aisle shall be increased to 26' where perpendicular parking stalls are adjacent to the drive aisle.
   Response: The drive aisle where adjacent to perpendicular parking stalls have been increased to 26-feet in width.

6. The 12' one-way driveway aisle shall be increased to a width of 14' as required by the City of Fort Pierce Code of Ordinances.
   Response: The one-way drive aisle has been increased to 14-feet in width.

7. Revise the plans to provide a minimum width of 24' for the dual one-way lanes.
   Response: The dual one-way lanes have been increased to be 24-feet in width.

8. The site proposes a sidewalk connection to an existing paved driveway, please provide delineated pedestrian connectivity to the public right-of-way.
   Response: A 6-foot pedestrian sidewalk has been added to the south side of the school building and runs westerly meanders through the trees behind the church to the public right-of-way along Jenkins Road.

9. Provide confirmation from SLC as to whether a sidewalk is required to be constructed along Jenkins Road.
   Response: A 6-foot sidewalk has been added to the plan along easterly right-of-way of Jenkins Road abutting the westerly property line.

Lot Split (John Andrews, P.E.)
Engineering Comments:

1. A boundary survey of the parent tract is required; please provide a certified boundary survey in accordance with Florida State Statutes Chapter 177.041.
   Response: Enclosed is a signed and sealed boundary survey.

2. Provide the appropriate building setback between the existing utility shed and the newly created property line.
   Response: The property line has been adjusted 7-feet to the south and 15-feet to the east to meet the appropriate building setbacks.

3. Re-name the title page to indicate a lot split as opposed to a replat. In addition, update the last line to reference *"Sheet 2 of 2 // as* opposed to the noted Sheet 1 of 2.
   Response: Page was re-named; sheet number was revised.

4. Lastly, both plan sheets shall be identified as Sheet 1 of 2 and Sheet 2 of 2.
   Response: Sheet numbers were revised accordinaly.

Fort Pierce Police Department (Site Plan)
Comments:

Temporary approval is granted at this time to proceed with administratively related topics with regards to this project. However, full approval is withheld at this time pending further site plans with regards to elevations, interior detail and full photometric plan to include illuminance figures for the entire site.
Response: Comment noted.

Fort Pierce Police Department Minor Replat
Comments:

No comments at this time.
Response: Comment noted.

Site Plan
St. Lucie County Public Works (David Hays)

1. Clearly identify the S. Jenkins Road Right-of-Way total width.
   Response: The Jenkins Road right-of-way has been added to the site plan as well as the survey.

2. South Jenkins Road is identified on the County's Roadway Protection Map as a 4-lane Arterial/Collector roadway with an ultimate width of 160'. The re-plat indicates and existing 100' of right-of-way, 80' with an additional 20' previously dedicated. The site may be responsible for an additional 20' of dedication. The County will coordinate with the City on final determinations.
   Response: After further research approximately 73 feet of right-of-way has been dedicated to St. Lucie County by ORB 3173 PG 1074, therefore approximately 7 additional feet of right-of-way will need to be dedicated to Lucie County. Grant Chambers is supposed to be providing a contact in the County Real Estate

Department to start the right-of-way acquisition process.

3. A 6' wide sidewalk is required along the S. Jenkins Road frontage for the parent parcel.
   Response: A 6-foot sidewalk has been added to the Site Plan along the easterly (Proposed 80') right-of-way line.

4. Comments with respect to the Traffic Report will be forthcoming via separate communication. The report will be transmitted to a consultant for review and commenting. The cost of the review will be supplied to the applicant for payment.
   Response: Comment noted.

5. Per SLC Codes, the proposed widening and turn lanes will require a Roadway Improvement Agreement (RIA) in accordance with SLC Codes, Section 11.04.
   Response: Please see attached conceptual turn lane plan (11x17) as discussed with the City/County in our meeting on November 6, 2019.

6. Based on the preliminary information, it does not appear the site has predevelopment discharge to the canal. The SW Report indicates a post development discharge of approximately 20cfs meeting predevelopment discharge. A more detailed review will be forthcoming.
   Response: Comment noted, and we are currently working with the North St. Lucie River Water Control District.

7. SLC PW recommends a meeting between the County and the City (Planning and Engineering) to discuss and outline particular processes and requirements to fulfill both community's needs.
   Response: A meeting was held on November 6, 2019 where several items were discussed and clarified.

8. Subsequent to TRC approval, the applicant may submit the required documents to Grant Chambers, P.E. in the SLC Engineering Division. Documents include a Right-of-Way permit application, two sets of plans, and other appropriate information. In accordance with the permit and Land Development Regulations, the applicant shall retain the EOR for the inspections and final certification. The County recommends recording of the plat be subsequent to posting roadway security.
Response: We are currently working with Grant Chambers and per our meeting on November 6, 2019 we are working with the County to provide the additional information requested.

Minor Replat
St. Lucie Public Works (David Hays)

1. Clearly identify the S. Jenkins Road Right-of-Way total width.
Response: The Jenkins Road right-of-way has been added to the site plan as well as the survey.

2. South Jenkins Road is identified on the County's Roadway Protection Map as a 4-lane Arterial/Collector roadway with an ultimate width of 160'. The re-plat indicates and existing 100' of right-of-way, 80' with an additional 20' previously dedicated. The site may be responsible for an additional 20' of dedication. The County will coordinate with the City on final determinations.
Response: After further research approximately 73 feet of right-of-way has been dedicated to St. Lucie County by ORB 3173 PG 1074, therefore approximately 7 additional feet of right-of-way will need to be dedicated to Lucie

Survey Review
St. Lucie County Public Works (Rod Reed, PLS)

SURVEY:

1. Please correct misspelling in Title of survey at the top of sheets 1and2.
Response: The title was revised accordingly.

2. Please remove Professional Engineers Seal in Title Block both sheets and add Surveyors Seal.
Response: Comment noted, both the Lot Split and The Survey have been signed and sealed.

3. Please sign survey for resubmittal.
Response: The enclosed survey is signed and sealed.

4. Please correct LB number for set monumentation at S.W. corner of boundary.
   Response: Comment noted, and plan revised.

5. Please check spelling of religious organization on survey, there are two different spellings in two locations on the survey map, on sheet two.
   Response: Comment noted and plan revised.

6. Please correct or rewrite Surveyors note 6.3 on sheet one to avoid confusion.
   Response: Comment noted, misspelling on note 6.3 was revised to avoid confusion.

7. Please correct Surveyors note 10 on sheet one.
   Response: Comment noted, but not able to determine what needed to be corrected, please advise.

St. Lucie County School District (Marvin Sanders)
Comments:

1. If the application is correct and it is a charter school, then it is by Florida statutes definition a public school.
   Response: Comment noted.

2. The trip generation for a charter K-12 school needs to be closely looked at based upon whether they will provide transportation (i.e. buses). Many charters provide no transpiration or limited transportation services. This will increase the parent drop off to as much as 1:1 (trips: students). The ratios of elementary, middle and high can also affect the traffic. I am attaching a trip/queue length calculator that you can use as a gage to evaluate the queue length and trips.
   Response: The queue length calculator (provided by St. Lucie County) was used and in conjunction with the traffic study the queue length meets the minimum requirements.

3. The queue of parent traffic should be analyzed. I am attaching one of the best articles regarding parent queues. I suggest you go and observe Renaissance (St. Lucie West and/or Tradition) so see what a charter school queue looks like. The City has had to enforce the plan in their site plan several times when they have deviated from the plan. You may want to assure that you define their plan in the site plan, so you have some leverage on enforcement.
   Response: Comment noted.

St. Lucie County Planning (Kori Benton)
Comments:

1. The applicant may consider adjustment to the traffic routing pattern and/or angles of intersection for the interior drives to minimize clear vision or crossing pattern conflicts.
   Response: We have reconfigured this intersection to address concerns of this comment and have revised the site plan accordingly.

2. The project site(s) have previous site plan approvals with St. Lucie County, with wetland and tree preservation/open space areas noted. Staff is encouraged to evaluate previous and proposed tree impacts as it relates to evaluating any required mitigation.
   Response: Comment noted.

3. Is any buffering required along the east property line (fence/landscaping to screen the project from adjacent residences?
   Response: Landscaping has been increased on the east boundary and we will work with the City regarding any additional concerns.

4. Is any buffering required along the south property line, along the drop-off lanes, to minimize conflicts with the pending KOA development? Note: there's an existing drainage canal.
   Response: Landscaping has been increased along this boundary and we will work with the City regarding any additional concerns.

Sincerely,

KPM Franklin

David M. Gelalia
Senior Project Manager

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

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

Project: Conditional Use with New construction - FP Charter School - 2900 South Jenkins Road

Staff Name: Brandon C. Creagar

Staff Signature: B C C

Date Mailed: 12-20-2019

Number of Mailed Letters: 13

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

December 20, 2019

Dear Property Owner(s):

The property owner **St. Peters Evangelical Lutheran,** & applicant **Southcrest Management** are requesting approval of a **Conditional Use with New Construction** to construct & operate a Charter School at 2900 South Jenkins Road in Fort Pierce, Florida. The property is zoned Single Family Intermediate Density Residential (R-2). The Parcel ID is 2419-333-0001-000-2.

Legal Description: 19 35 40 S 1/2 OF SW 1/4 OF SW 1/4-LESS W 40 FT FOR RD R/W AND ADDL RD R/W AS IN OR 3173-1121-(17.83 AC) (OR 1107-2681)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Tuesday, January 21, 2020** which begins at **6:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m**. on **Tuesday, January 21, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Conditional Use New Construction – 2900 South Jenkins Road No.__1

I approve O I disapprove O

Comments:

_____

_____

_____

_____ _____

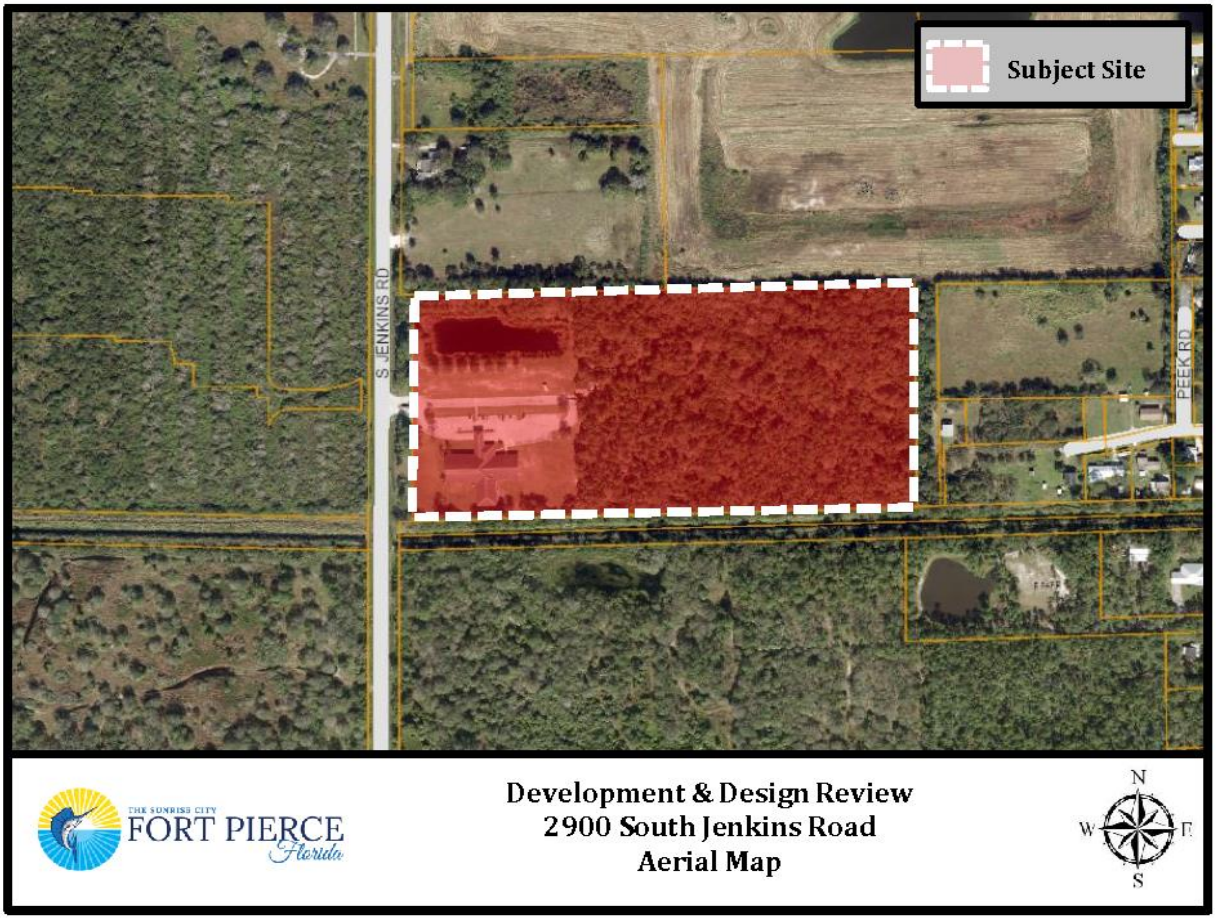
Signature **Date**

Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@city-ftpierce.com

Aerial Map

2900 South Jenkins Road



Cornerstone Fort Pierce Dev 1
560 Epsilon Drive
Pittsburgh, PA 15238

NSLRWCD 2
14666 Orange Avenue
Fort Pierce, FL 34945

Kiva Development LLC 3
2239 Abrams Road
Eustis, FL 32726

Neill Farms FP LLC 4
601 Congress Avenue # 201
Delray Beach, FL 33445

Kronos LLC 5
1708 Coconut Drive
Fort Pierce, FL34949

St Peter Evangelical Luthern 6
2900 S Jenkins Road
Fort Pierce, FL 34981

Clyde M Barker (LF EST) 7
3303 Sunrise Blvd
Fort Pierce, FL34982

Lorinda W Hinkle and John L Williams 8
5191 Happiness Street
Fort Pierce, FL34981

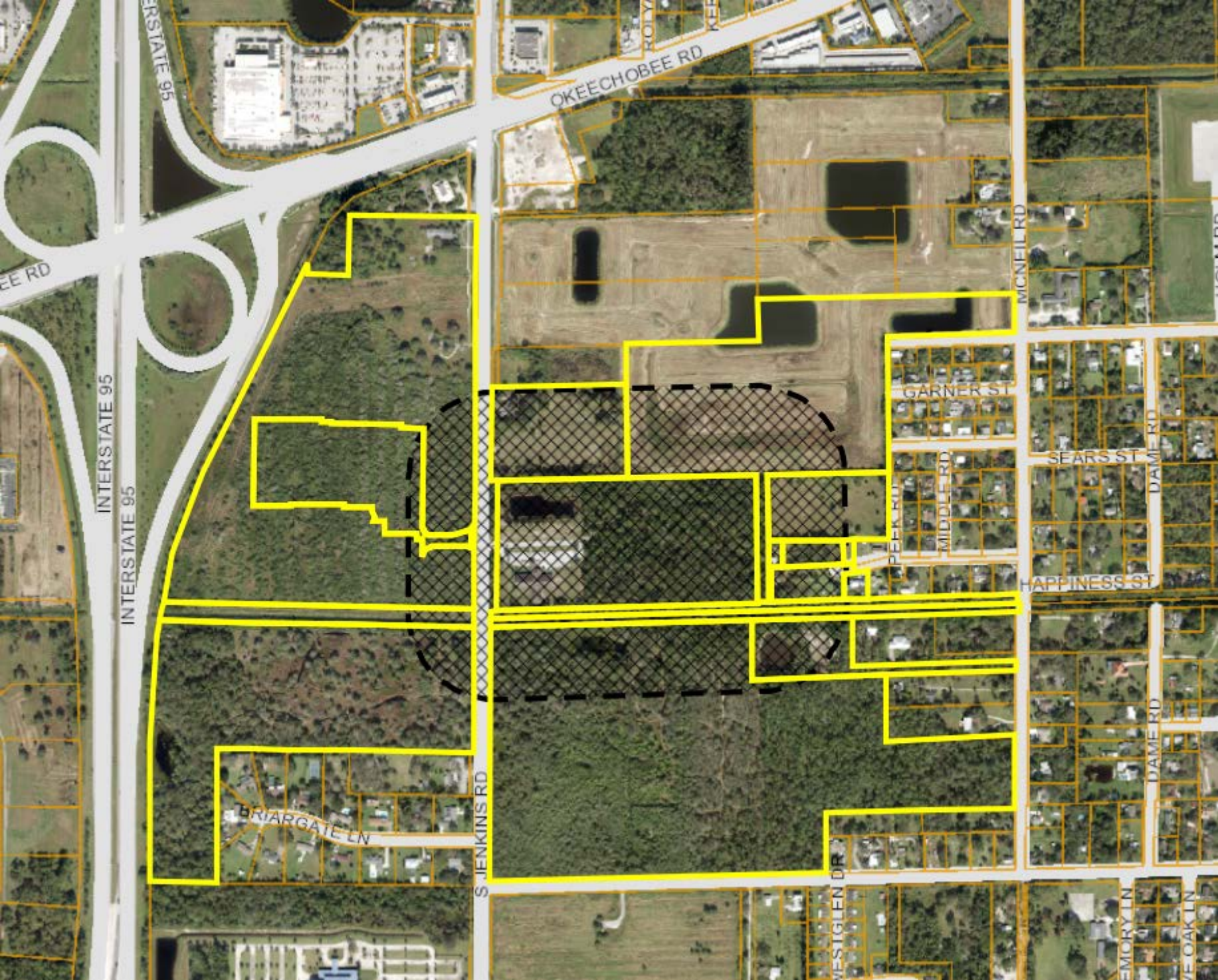
Glenn A Barker 9
5126 Happiness Street
Fort Pierce, FL 34981

Bobby J Johnson and Wanda R Johnson 10
4767 Selvitz Road
Fort Pierce, FL 34981

Susan K Devereux 11
5151 Happiness Street
Fort Pierce, FL 34981

Rickie L Shepherd 12
3035 McNeil Road
Fort Pierce, FL 34981

S R BACHER ENTERPRISES LLC 13
1821 N US Highway 1
Fort Pierce, FL 34946


OKEECHOBEE RD
INTERSTATE 95
INTERSTATE 95
MCNEIL RD
GARNER ST
SEARS ST
MIDDLE RD
HAPPINESS ST
DAME RD
S JENKINS RD
BRIARGATE LN

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use with New Construction - FP Charter School - 2900 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: 22-142

NOTICE BY NEWSPAPER: 1-5-2020

NOTICE BY MAIL: 12-20-2019

NOTICE BY SIGNS: 1-9-2019

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

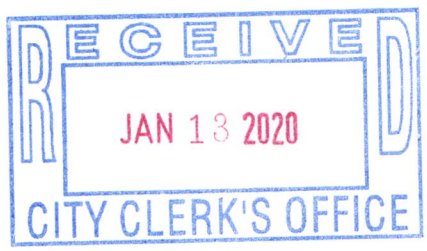
SIGNATURE: **DATE:** 1-9-2020

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION



CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

January 5, 2020

Subscribed and sworn to before on January 5, 2020:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $137.28
Ad No: 0003979036
Customer No: 1330884
PO #:

This is not an invoice

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-142 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, January 21, 2020 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Conditional Use with No New Construction submitted by property owners Douglas & Elizabeth Andrews to operate a Dwelling Rental, offering lodging for less than six (6) months, with a minimum of thirty-one (31) days, at 1180 Carlton Court, Unit 102A, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0002-000-5.

2. Application for Conditional Use with No New Construction submitted by property owner Faye Owens and Applicant Tekeyshia Owens to operate a Daycare, at 1504 Avenue F, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2404-817-0036-000-5.

3. Application for Conditional Use with New Construction and Design Review submitted by property owner St. Peter Evangelical Lutheran and Applicant Southcrest Management to construct and operate a Charter School, at 2900 South Jenkins Road, Fort Pierce, FL. The property is zoned Single Family Intermediate Density Zone (R-2), Parcel ID: 2419-333-0001-000-2.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCHPERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 01/05/20
TCN3979036

City Commission Regular Meeting **12. d.**

Meeting Date: 01/21/2020

Re: Ordinance 20-001 - Amend Chapter 2, Article XIII - Municiple Code Enforcement

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

SUBJECT:

Legislative Hearing - Ordinance No. 20-001 amending Chapter 2 - Administration, Article XIII - Municipal Code Enforcement

SUMMARY:

This ordinance amends Chapter 2, Article XIII by incorporating the enforcement procedures as stated in Chapter 162, Florida Statutes. It also amends the classes of violations so that all violations of the City codes and ordinances are a Class I violation by default and only specific codes are provided in the chart of violations will be addressed as a Class II or Class III violation.

RECOMMENDATION:

Approve the amendment as proposed.

ALTERNATIVES:

Deny the amendment as proposed.
Amend the proposed amendment.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Legal Department

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Ordinance No. 20-001
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/15/2020 09:15 AM

Form Started By: Peggy Arraiz Started On: 01/07/2020 03:48 PM
Final Approval Date: 01/15/2020

ORDINANCE NO. 20-001

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE XIII – MUNICIPAL CODE ENFORCEMENT; AMENDING SECTION 2-244 – ENFORCEMENT PROCEDURE TO REFERENCE STATE STATUTE 162; DELETING SECTION 2-247 – ADMINISTRATIVE FINES; LIENS; DELETING SECTION 2-248 – DURATION OF LIEN; DELETING SECTION 2-249 – APPEALS; DELETING SECTION 2-250 – NOTICES; RE-NUMBERING SECTION 2-251 PROVISIONS OF ARTICLE SUPPLEMENTAL; AMENDING CHAPTER 2, ARTICLE XIII.5 – SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENT PROCEDURES; AMENDING SECTION 2-260 (B) CLASSES OF VIOLATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2000, pursuant to the authority granted by Sections 162.21-162.23 Florida Statutes, the City of Fort Pierce, Florida adopted Article XIII.5 of Chapter 2 of the Code of Ordinances of the City of Fort Pierce, Florida which provides procedures for additional and supplemental means of enforcing the codes and ordinances of the City of Fort Pierce, Florida, which has been further amended periodically; and

WHEREAS, in June 2017, The Special Magistrate was granted the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board as provided in Florida Statute, Chapter 162, and this Code; and

WHEREAS, the City Commission of the City of Fort Pierce recognize the need to periodically amend the Code of Ordinances of the City of Fort Pierce to eliminate conflicting provisions; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. Chapter 2 - Administration, Article XIII – Municipal Code Enforcement is hereby amended so that same shall read thereinafter as follows:

244. - Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) All enforcement procedures and proceedings shall comply with Chapter 162, Florida Statutes as amended. ~~Except as provided in subsection (c), if a violation of the codes is found, the code inspector shall notify the violator and give such violator a reasonable time to correct the violation. The notice shall be in writing, delivered either through regular mail or by hand delivery of the code inspector. Should the violation continue beyond the time specified for correction, the code inspector shall notify the special magistrate and request a hearing pursuant to the procedure in section 2-245. Written notice shall be mailed to said violator as provided in this article.~~

~~(c) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure in section 2-245 without notifying the violator.~~

Sec. 2-246. - Powers.

The special magistrate shall have the power to:

(1) Adopt rules for the conduct of special magistrate hearings;

(2) Subpoena alleged violators and witnesses to special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;

(3) Subpoena evidence;

(4) Take testimony under oath;

(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

~~Sec. 2-247. - Administrative fines; liens.~~

~~The special magistrate, upon notification by the code inspector that a previous order of the special magistrate has not been complied with by the set time, may order the violator to pay a fine not to exceed two hundred fifty dollars ($250.00) for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or, if the violator does not own the land, upon any other real or personal property owned by the violator and may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed otherwise to be a judgment of a court except for enforcement purposes. After one year from the filing of any such lien which remains unpaid, the special magistrate may authorize the city attorney to foreclose on the lien.~~

Sec. ~~2-251~~ 2-247. - Provisions of article supplemental.

Nothing contained in this article shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this article to provide an additional or supplemental means of obtaining compliance with local codes.

~~Sec. 2-248. - Duration of lien.~~

~~No lien provided by this article shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.~~

~~Sec. 2-249. - Appeals.~~

~~An aggrieved party, including the local governing body, may appeal a final administrative order of the special magistrate to the circuit court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.~~

~~Sec. 2-250. - Notices.~~

~~All notices required by this article except as otherwise provided, shall be by certified mail, return receipt requested, or where mail would not be effective, by hand delivery by the code inspector.~~

Sec. 248 – Sec. 251. – Reserved.

SECTION 2. Chapter 2, Article XIII.5 Supplemental Municipal Code Enforcement Procedures, Section 2-260(B) of the Code of Ordinances of the City of Fort Pierce are hereby amended so that same shall read thereinafter as follows:

Sec. 2-260. - Classes of violations.

(b) Violations of the city codes and ordinances which constitute civil infractions for which citations may be issued are ~~as follows:~~ considered a Class I violation except where specifically provided herein:

Chapter or Section	Description	Class
Sec. ~~4-61~~ 5-375	Sea Turtle Lighting	II
~~Sec. 5-73~~	~~House numbers required~~	~~I~~
~~Sec. 5-370~~	~~Exterior property and landscaping~~	~~I~~
~~Sec. 5-371~~	~~Exterior areas~~	~~I~~
Sec. 8.5	Minimum occupancy standards for residential dwellings	III
Ch. 9	Occupational License – not otherwise specified	II
~~Sec. 9-80~~	~~Street vendors; permit required~~	~~I~~
~~Sec. 9-82~~	~~Seasonal vendors; permit required~~	~~I~~
~~Sec. 9-335~~	~~Garage sales regulations~~	~~I~~
~~Sec. 10-23~~	~~Parking regulations~~	~~I~~
Ch. 11.5	Adult Entertainment	III
Sec. 11-10	Storage of scraps and waste	II
Sec. 11-11	Storage of commodity in vehicle	II
~~Sec. 11-24~~	~~Destruction of public property~~	~~I~~
~~Sec. 11-26~~	~~Distribution of handbills~~	~~I~~
Sec. 11-30	Refrigerators and Iceboxes; safety regulations	III
Sec. 11-39	Exhibiting obscene pictures or papers	II
Ch. 15	Signs	II
Sec. 16-22	Littering / dumping prohibited	II
Sec. 16-27	Bulk trash removal; residential	II
Sec. 16-46	Nuisances on property – not otherwise specified	III
~~Sec. 16-46 / 48(1)(5)~~	~~Nuisance as an Object – outside storage~~	~~I~~
~~Sec. 16-46 / 48(10)(d)~~	~~Nuisance as an Object – disabled vehicles~~	~~I~~
~~Sec. 16-46 / 48(11)~~	~~Nuisance as an Object – outside storage of indoor furniture~~	~~I~~
Sec. 17-33	Maintenance of Storm Water Facilities	III
Sec. 17-96	Storm Water Discharges Prohibited	III
~~Sec. 20-5~~	~~Use of water during drought~~	~~I~~
Sec. 21-54	Using vessel as place of business	II
Ch. 22	Zoning violations – not otherwise specified	II
Sec. 22-60	Parking commercial vehicles in residential areas	III

~~Sec. 22-71(b)~~	~~Arcade / Amusement Centers – design standards~~	~~I~~
Sec. 22-79	Compliance with conditions of approval	III
~~Sec. 22-187(11)~~	~~Screening of refuse collection areas~~	~~I~~
~~Sec. 22.192~~	~~Tree removal permit required~~	~~I~~

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but and they shall remain in full force and effect, notwithstanding the invalidity of any part hereof.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage hereof.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____, 2020.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

January 11, 2020

Subscribed and sworn to before on January 11, 2020:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $199.68
Ad No: 0003990158
Customer No: 1330884
PO #:

This is not an invoice

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Tuesday, January 21, 2020 and Monday, February 3, 2020 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 20-001 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE FLORIDA; AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE XIII – MUNICIPAL CODE ENFORCEMENT; AMENDING SECTION 2-244 – ENFORCEMENT PROCEDURETO REFERENCE STATE STATUTE 162; DELETING SECTION 2-247 – ADMINISTRATIVE FINES LIENS; DELETING SECTION 2-248 – DURATION OF LIEN; DELETING SECTION 2-249 – APPEALS; DELETING SECTION 2-250 – NOTICES; RENUMBERING SECTION 2-251 PROVISIONSOF ARTICLE SUPPLEMENTAL; AMENDING CHAPTER 2, ARTICLE XIII.5 – SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENTPROCEDURES; AMENDING SECTION 2-260 (B) CLASSESOF VIOLATIONS; PROVIDING FOR A SEVERABILITY CLAUSE REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 19- 005 - AN ORDINANCE BY THE CITY COMMISSION AMENDING THE CITY OF FORT PIERCE CODE OF ORDINANCESTO REPEAL CHAPTER 5 ARTICLE X (A)"FLOOD HAZARD ZONES" SECTION 5-315 THROUGH 5-329; TO ADOPT A NEW CHAPTER 5 ARTICLE X (A) ENTITLED "FLOODPLAIN MANAGEMENT" SECTION 5-315 THROUGH 5-329; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES;TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; REPEALING ALL ORDINANCES AND PARTSTHEREOF IN CONFLICT;PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 20-002 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE FLORIDA; AMENDING CHAPTER 12 PARKS, RECREATION AND SPECIAL EVENTS, ARTICLE I - GENERAL,SECTION12-101 ENFORCEMENTAND PENALTIESBY AMENDING THE TITLE AND THE ENFORCEMENT AUTHORITY, PROVIDING FOR A SEVERABILITY CLAUSE REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendments of the Code of Ordinances. Said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.
/s/ Linda W. Cox, City Clerk
Publish: 1/11/2020
TCN3990158

City Commission Regular Meeting **12. e.**

Meeting Date: 01/21/2020

Re: Ordinance 20-002 - Amend Chapter 12 - Parks

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

SUBJECT:

Legislative Hearing - Ordinance No. 20-002 amending Chapter 12 Parks, Recreation and Special Events, Article I - General, Section 12-101 Enforcement and Penalties

SUMMARY:

The ordinance amendment authorizes enforcement of Chapter 12 violations through the Code Enforcement process.

RECOMMENDATION:

Approve the amendment as proposed.

ALTERNATIVES:

Deny the amendment as proposed.
Amend the proposed amendment.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Legal Department

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Ordinance No. 20-002
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	01/07/2020 03:56 PM
City Manager	Nick Mimms	01/10/2020 08:43 AM

Form Started By: Peggy Arraiz Started On: 01/07/2020 03:25 PM

Final Approval Date: 01/10/2020

ORDINANCE NO. 20-002

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 12 PARKS, RECREATION AND SPECIAL EVENTS, ARTICLE I - GENERAL, SECTION 12-101 ENFORCEMENT AND PENALTIES BY AMENDING THE TITLE AND THE ENFORCEMENT AUTHORITY, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Fort Pierce were originally drafted in 1960 and periodically amended by the City Commission as the needs of the community changed; and

WHEREAS, such amendments that have been adopted by the City Commission often provide for conflicting or unclear methods of enforcement; and

WHEREAS, it is the desire of the City of Fort Pierce to provide the citizens of the City of Fort Pierce with uniform and consistent enforcement of the Code of Ordinances of the City of Fort Pierce; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. Chapter 12 – Parks, recreation and special events, Article I – General, Section 12-101 - Enforcement and penalties of the Code of Ordinances of the City of Fort Pierce is hereby amended so that same shall read thereinafter as follows:

Sec. 12-101. – Enforcement ~~and penalties~~.

(a) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this chapter.

(b) Any city employee authorized to enforce this chapter, as provided herein, has the authority to eject from a park or public facility any person in violation of this chapter or any other law.

(c) Any person who violates any provision of this chapter shall be subject to municipal enforcement as set forth in Chapter 2, Article XIII and Article XIII.5 of the Code of Ordinances of the City of Fort Pierce ~~for which another penalty is not specifically provided herein, shall be subject to penalty as provided in Section 1-5 of the City Code~~.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but and they shall remain in full force and effect, notwithstanding the invalidity of any part hereof.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____, 2020.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

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January 11, 2020

Subscribed and sworn to before on January 11, 2020:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $199.68
Ad No: 0003990158
Customer No: 1330884
PO #:

This is not an invoice

CITY OF FORT PIERCE
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ORDINANCE NO. 19- 005 - AN ORDINANCE BY THE CITY COMMISSION AMENDING THE CITY OF FORT PIERCE CODE OF ORDINANCESTO REPEAL CHAPTER 5 ARTICLE X (A)"FLOOD HAZARD ZONES" SECTION 5-315 THROUGH 5-329; TO ADOPT A NEW CHAPTER 5 ARTICLE X (A) ENTITLED "FLOODPLAIN MANAGEMENT" SECTION 5-315 THROUGH 5-329; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES;TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; REPEALING ALL ORDINANCES AND PARTSTHEREOF IN CONFLICT;PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 20-002 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE FLORIDA; AMENDING CHAPTER 12 PARKS, RECREATION AND SPECIAL EVENTS, ARTICLE I - GENERAL,SECTION12-101 ENFORCEMENTAND PENALTIESBY AMENDING THE TITLE AND THE ENFORCEMENT AUTHORITY, PROVIDING FOR A SEVERABILITY CLAUSE REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendments of the Code of Ordinances. Said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida

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In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.
/s/ Linda W. Cox, City Clerk
Publish: 1/11/2020
TCN3990158

City Commission Regular Meeting **13. a.**

Meeting Date: 01/21/2020

Re: BOA Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 20-R04 appointing Charlie Hayek as Mayor Hudson's appointee on the Board of Adjustment.

SUMMARY:

Mayor Hudson is seeking to appoint Charlie Hayek as her representative on the Board of Adjustment.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

See additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-R04

Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2020 08:39 AM

Form Started By: Linda Cox Started On: 01/02/2020 03:27 PM

Final Approval Date: 01/10/2020

RESOLUTION NO. 20-R04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT,** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Charlie Hayek be and is hereby appointed by the City Commission to serve as Mayor Hudson's appointee to the Board of Adjustment; said term shall run concurrent with the appointor's term, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of January, 2020.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY, ESQ.
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: BOARD OF ADJUSTMENT

Name: CHARLES HAYEK	Phone: 772 828 1080
Home Address: 1111 FERNANDINA ST. City/Zip Code: FORT PIERCE, FL 34949	How long at this address? 5 YRS
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: GENERAL CONTRACTOR	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: HAYEK CONSTRUCTION 1111 FERNANDINA ST.	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: SEE ABOVE	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BSBA FINANCE UNIV OF FLA. 1968 MSM REALESTATE FLA. INTERNATIONAL UNIV 1972 STATE GENERAL CONTRACTOR REAL ESTATE LICENSE	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: HISTORICAL PRESERVATION BOARD	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: CCHAWK77@AOL.COM
Date: 1-3-20	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13. b.**

Meeting Date: 01/21/2020

Re: Planning Board Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 20-R05 Appointing Solomon Lee to the Planning Board as Commissioner Sessions' appointee.

SUMMARY:

Commissioner Sessions' appointee moved out of the area so a replacement is needed.

RECOMMENDATION:

Appoint Solomon Lee to the Planning Board via Resolution 20-R05.

ALTERNATIVES:

Seek additional applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Reggie Sessions

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

20-R05

Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2020 08:41 AM

Form Started By: Linda Cox Started On: 01/06/2020 02:14 PM

Final Approval Date: 01/10/2020

RESOLUTION NO. 20-R05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Solomon Lee be and is hereby appointed and/or reappointed by the City Commission to serve as Commissioner Session's appointee; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of January, 2020.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY, ESQ.
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: Solomon Lee	Phone: 772-216-7904
Home Address: 811 Ave O City/Zip Code: Fort. Pierce 34950	How long at this address? 40+ years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Manager Village Venue & Sarah's Memorial Chapel	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Banquet Hall	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Reggie Sessions	Applicant Email Address: solapollo1@yahoo.com
Date:	Applicant's Signature VIA PHONE -LWC

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13. c.**

Meeting Date: 01/21/2020

Re: Condemnation Hearing Notice - 2607 Avenue D

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

SUBJECT:

Resolution No. 20-R06 determining that the structure located at 2607 Avenue D is unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on February 18, 2020.

SUMMARY:

In accordance with the City Charger, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on February 18 2020.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

OTHER INFORMATION:

None

Attachments

Resolution No. 20-R06

Google earth photo

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	12/05/2019 10:21 AM
City Manager	Nick Mimms	01/10/2020 08:36 AM

Form Started By: Peggy Arraiz Started On: 12/05/2019 10:19 AM

Final Approval Date: 01/10/2020

RESOLUTION NO. 20-R06

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **2607 AVENUE D** IN FORT PIERCE, FLORIDA, 34946 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE **CONDEMNED AND DEMOLISHED IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON FEBRUARY 28, 2020 AT 6:30 PM,** IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 2607 AVENUE D, FORT PIERCE, FLORIDA, 34946 has been declared unsafe in accordance with Section 108 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

2607 AVENUE D

EMANCIPATION PARK BLK 4 LOT 14 ANDTHAT PORTION OF DUNBAR ST LYG BTWN LOT 14, BLK 4 AND LOT 9, BLK 2 AND W 5 FT OF VAC ALLEY ADJ ON E OF LOT 14

Parcel ID: 2408-501-0064-000/2

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure should not be condemned and its removal or destruction required.

IMOGENE B LEE

NORMA ERADIRI
2410 N 51ST ST
FT PIERCE, FL, 34946

KIMMINS RECYCLING CORP
4120 SELVITZ ROAD
FT PIERCE, FL, 34981

SECTION 3. Should the interested parties fail to show cause as to why the building or structure should not be condemned and its removal or destruction required and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on February 18, 2020 at 6:30 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 2020.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

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2607 Ave D
Google Earth
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City Commission Regular Meeting **13. d.**

Meeting Date: 01/21/2020

Re: Resolution 20-RXX Establishing The City of Fort Pierce 2020 Census Complete Count Committee

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

SUBJECT:

Resolution No. 20-R07 Establishing the City of Fort Pierce 2020 Census Complete Count Committee.

SUMMARY:

- The City Commission has determined that there is a need to formalize the 2020 Census Complete Count Committee in an effort to insure the most accurate census count within the City of Fort Pierce through community awareness
- The 2020 Complete Count Committee is a volunteer committee established by tribal, state, and local governments and community leaders or organizations to increase awareness and motivate residents to respond to the 2020 Census

RECOMMENDATION:

Adopt Resolution 20-R07

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

Vennis Gilmore, Planner

COORDINATED WITH:

Jennifer Hofmeister, AICP, LCAM, Planning Director

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

20-RXX

Complete Count Committee Guide

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/15/2020 09:21 AM
Form Started By: Vennis Gilmore		Started On: 01/09/2020 04:55 PM

Final Approval Date: 01/15/2020

RESOLUTION NO. 20-RXX

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE CITY OF FORT PIERCE 2020 CENSUS COMPLETE COUNT COMMITTEE**; RESPONSIBILITIES OF THE COMMITTEE, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that there is a need to formalize the 2020 Census Complete Count Committee in an effort to insure the most accurate census count within the City of Fort Pierce through community awareness; and

WHEREAS, the United States Constitution (Article I, Section 2) mandates a headcount every 10 years of everyone residing in the 50 states, Puerto Rico, and the Island Areas of the United States; and

WHEREAS, the population totals from the census determine the number of seats each state has in the House of Representatives; the Federal Government and States also use the totals to redraw their legislative and school districts, forecast future transportation needs, determine areas eligible for housing assistance and rehabilitation loans, and distribute more than $675 billion annually in federal funds to local governments; and

WHEREAS, for the first time, households will be able to respond to the United States Census Bureau online, by phone, or by mail; and

WHEREAS, the 2020 Complete Count Committee is a volunteer committee established by tribal, state, and local governments and community leaders or organizations to increase awareness and motivate residents to respond to the 2020 Census; and

WHEREAS, Complete Count Committees serve as state and local “census ambassador” groups that play an integral part in ensuring a complete and accurate count of the community in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The City of Fort Pierce, Florida hereby establishes a Fort Pierce 2020 Census Complete Count Committee as a volunteer committee to the Mayor and City Commission.

SECTION 2. Membership and Qualifications: Term of Appointment; Vacancy

A. The Committee shall consist of nine (9) members. All members shall have the following qualifications:
    1. Members shall be a resident of the City of Fort Pierce;
    2. One member shall be appointed by each member of the City Commission;
    3. Four members shall be appointed at-large;
    4. Members shall not be elected officials or City staff members;
B. The term of each member of the Committee appointed by an individual City Commission member shall terminate July 31, 2020; the deadline for households to submit census count information to the United States Census Bureau. At-large members shall also serve until July 31, 2020; the deadline for households to submit census count information to the United States Census Bureau.
C. All Committee members appointed by an individual City Commission member shall serve at the pleasure of the City Commission member who appointed the Committee member.
D. At-large Committee members shall serve at the pleasure of the majority of the City Commission. A majority is defined as three (3) members of the City Commission.
E. Committee members shall be automatically removed for lack of attendance. Lack of attendance means failure to attend three (3) consecutive regularly scheduled meetings or failure to attend at least two-thirds of the regularly scheduled meetings during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Absences shall be entered into the minutes of the Committee meeting. Absences may not be excused.
F. Vacancies occurring for any reason during the term of office by a Committee member shall be filled within thirty (30) days from the date of the vacancy.

SECTION 3. Responsibilities and Duties:

A. The Committee shall act solely in a volunteer capacity to the City

Commission on matters relating to City of Fort Pierce 2020 Census Count. The Committee shall have the following responsibilities and duties:

1. Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
2. Identify areas of the community that may need extra efforts, either a geographical area or a population group that might be hard to count.
3. Use a “grassroots” approach working with community-based organizations and groups who have direct contact with households who may be hard to count.
4. Create promotional materials and products customized for the City of Fort Pierce.
5. Implement special events such as Census Day “Be Counted” parades and/or “Census Day/Night” Street Festival.
6. Build awareness of the census and its benefits and motivate response through social media, newsletters, and other communications.

SECTION 4. The Committee shall elect one of its members as a Chairperson, one as a Vice Chairperson, and one as a Second Vice Chairperson. Elections shall be held at the first regularly scheduled meeting, or as soon thereafter as practical, after appointment of the 2020 Census Complete Count Committee. The Chairperson shall preside and conduct meetings of the 2020 Census Complete Count Committee. The Vice Chairperson shall act in the absence of the Chairperson. In the absence of both the Chairperson and Vice Chairperson, the Second Vice Chairperson shall act as the Chairperson. The term of the Chairperson, Vice Chairperson, and the Second Vice Chairperson shall terminate on July 31, 2020. A vacancy in the office of Chairperson or Vice Chairperson shall be filled at the earliest possible date by the Committee by the election of one of its members to fill the unexpired term.

SECTION 5. The Committee shall meet at least once per month unless there is no business to transact by the day before the regular meeting date. Special meetings may be called by the City Manager or as requested by City Commission.

SECTION 6. All meetings of the Committee shall be open to the public. City staff shall be responsible for recording minutes for all meetings of the 2020 Census Complete Count Committee. Minutes of the meetings and records shall be filed in the appropriate offices of the City and shall be public records.

SECTION 7. A majority of the Committee membership shall constitute a quorum for the transaction of business; providing, however, that no official action shall be taken by the Committee without the concurring vote of a majority of all members present at such meeting.

SECTION 8. This Committee shall sunset and leave to exist on August 1, 2020.

SECTION 9. This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of January, 2020.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

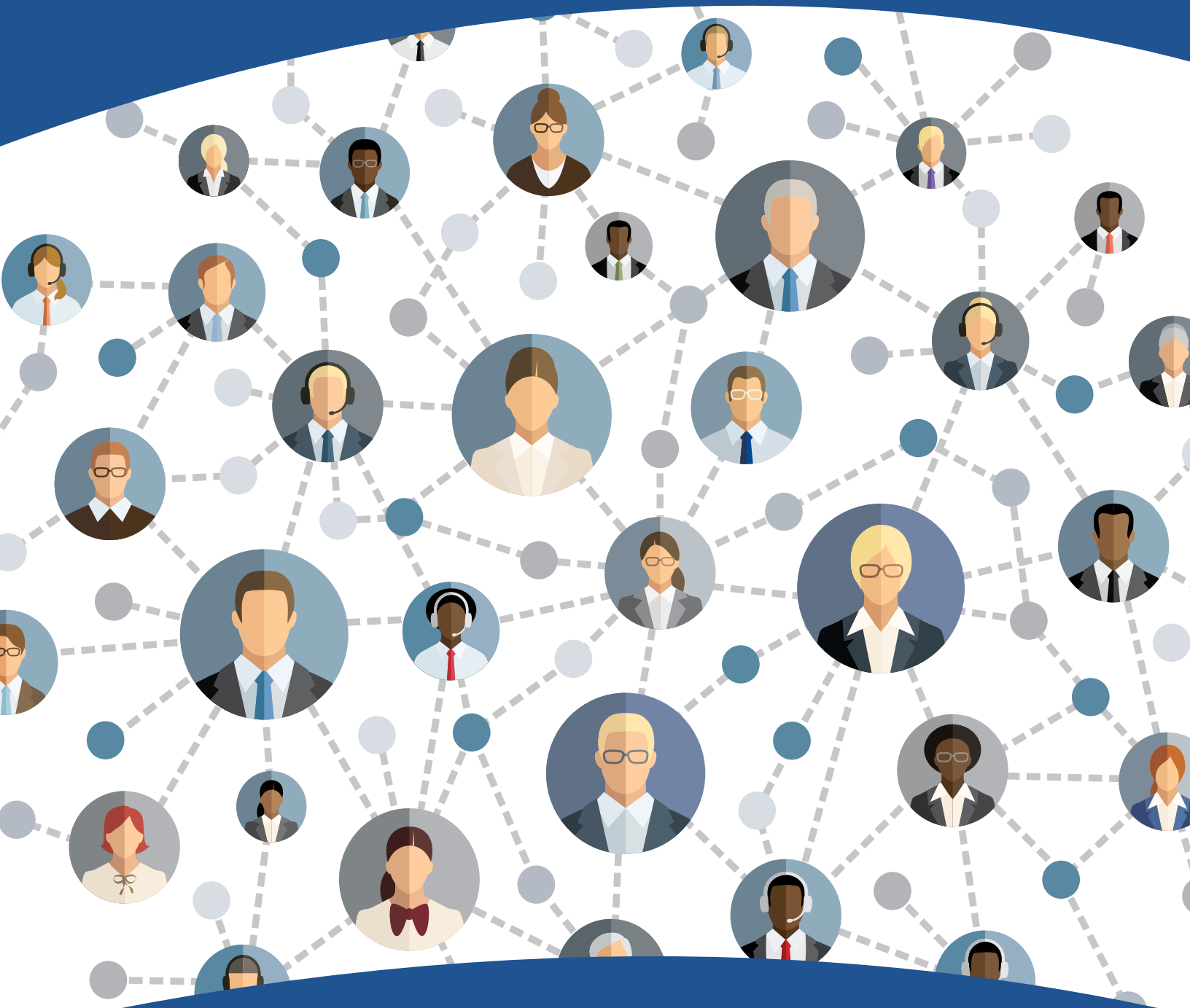
Approved as to Form
And Correctness:

_____
Peter Sweeney, Esq.
City Attorney

2020 Census Complete Count Committee

Guide

D-1280(RV)



United States® Census Bureau

United States® Census 2020

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WHY DO WE TAKE THE CENSUS?

The U.S. Constitution (Article I, Section 2) mandates a headcount every 10 years of everyone residing in the 50 states, Puerto Rico, and the Island Areas of the United States. This includes people of all ages, races, ethnic groups, citizens, and noncitizens. The first census was conducted in 1790 and one has been conducted every 10 years since then.

The population totals from the census determine the number of seats each state has in the House of Representatives. States also use the totals to redraw their legislative and school districts. The next census occurs in 2020.

The U.S. Census Bureau must submit state population totals to the President of the United States by December 31, 2020.

The population totals also affect funding in your community, and data collected in the census help decision makers know how your community is changing. Approximately $675 billion in federal funding is distributed to communities each year.

Will the 2020 Census be the same as 2010?

There are some important changes in 2020:

- We are building a more accurate address list and automating our field operations—all while keeping your information confidential and safe.
- For the first time, you will be able to respond online, by phone, or by mail.
- We will use data that the public has already provided to cut down on in-person follow up visits to nonresponding households.

HOW ARE CENSUS DATA USED?

Census data are widely and wisely used.

Census data are used in many ways. Some examples include:

- Distribution of more than $675 billion annually in federal funds back to tribal, state, and local governments.
- Redistricting of state legislative districts.
- Forecasting future transportation needs for all segments of the population.
- Determining areas eligible for housing assistance and rehabilitation loans.
- Assisting federal, tribal, state, and local governments in planning and implementing programs, services, and emergency response.
- Designing facilities for people with disabilities, the elderly, and children.

ARE CENSUS DATA REALLY CONFIDENTIAL?

ABSOLUTELY!

All responses to Census Bureau surveys and censuses are confidential and protected under Title 13 of the U.S. Code. Under this law, the Census Bureau is required to keep respondent information confidential. We will never share a respondent's personal information with immigration enforcement agencies, like ICE; law enforcement agencies, like the FBI or police; or allow it to be used to determine their eligibility for government benefits. The results from any census or survey are reported in statistical format only.

Individual records from the decennial censuses are, by law (Title 44, U.S. Code), confidential for 72 years.

In addition, under Title 13, U.S. Code, all Census Bureau employees swear a lifetime oath to protect respondent data. It is a felony for any Census Bureau employee to disclose any confidential census information during or after employment, and the penalty for wrongful disclosure is up to 5 years imprisonment and/or a fine of $250,000.

WHAT ARE COMPLETE COUNT COMMITTEES?

Complete Count Committees

Complete Count Committees (CCC) are volunteer committees established by tribal, state, and local governments and community leaders or organizations to increase awareness and motivate residents to respond to the 2020 Census. CCCs serve as state and local "census ambassador" groups that play an integral part in ensuring a complete and accurate count of the community in the 2020 Census. Success of the census depends on community involvement at every level. The U.S. Census Bureau cannot conduct the 2020 Census alone.

There are three kinds of Complete Count Committees (other than the State Level CCC):

- Tribal.
- State and local government (regional, county, city, or town).
- Community.

A Complete Count Committee should be formed to:

- Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2020 Census awareness.

Let's take a look at these and review the differences between the common types and sizes.

Tribal and Government Complete Count Committees

Complete Count Committees are usually formed by the highest elected official in that jurisdiction, such as a tribal leader, a mayor, county commissioner, or regional chairman. The highest elected official may appoint a chair of the CCC and may then appoint members of the community to serve as members of the CCC. Members appointed could be representative of a cross section of the community, be willing and able to serve until the census is over, and help implement a creative outreach campaign in areas that may pose a challenge in 2020. Members could include persons from the areas of education, media, business, religion, philanthropy, and community groups. Most local government CCCs are small to medium size, depending on the jurisdiction. A town may have a small committee with only 3–5 members, while a city may be medium to large size with anywhere from 10 to more than 100 members, depending the size of the city or tribe.

Since state, county, and regional CCCs cover a larger geography, they tend to be larger in size, with 20–50 members. The size and number of members depends on what works best for each jurisdiction and what will make the most effective and successful committee. Mayors, county commissioners, and heads of regional boards understand the importance of getting a complete and accurate census count and how census data impact their communities. In previous censuses, the most productive government CCCs had a subcommittee structure. Examples of subcommittees and what they do are covered under "What Is the Subcommittee Structure of a CCC?"

Examples of Tribal and Government Complete Count Committee Strategies

Nationwide, there were over 10,000 Complete Count Committees formed with the Census Bureau during the 2010 Census and the majority of them were local government committees. Here are some of the strategies that worked for them:

- Allocate/obtain funds for the CCC and assign a staff person to work with the committee.
- Set clear, achievable goals and objectives.
- Identify areas of the community that may need extra efforts, either a geographical area or a population group that might be hard to count.
- Use a "grassroots" approach working with community-based organizations and groups who have direct contact with households who may be hard to count.
- Create promotional materials and products customized for the local area.
- Implement special events such as Census Day "Be Counted" parades.
- Build awareness of the census and its benefits and motivate response through social media, newsletters, and other communications.

Sample Activities of Tribal and Government Complete Count Committees

2018–2019

- Develop a list of barriers, groups, or concerns that might impede the progress of the 2020 Census in your local area, such as recent immigrants, non-English speaking groups, high crime areas, and areas with gated communities.
- Create ways to dispel myths and alleviate fears about the privacy and confidentiality of census data.

- Place census messages on water bills, property tax bills, social media, and local speeches and other correspondence generated by the jurisdiction.
- Host a Census Solutions Workshop (see Appendix C) with others in the community.
- Develop and implement activities to involve local government employees in the 2020 Census Awareness Campaign.
- Encourage corporations to become official sponsors of your census activities.
- Have census posters, banners, and other signage placed in highly visible public locations.
- Include the 2020 Census logo and message on bus schedules, brochures, newsletters, social media sites, and your local jurisdiction Web site.
- Sponsor a census booth at county fairs, carnivals, and festivals (especially cultural or ethnic celebrations).
- Sponsor a contest to design a sticker or poster promoting the 2020 Census.
- Have census information available during voter registration drives.

January–March 2020

- Add a census message during meetings, events, and to written or digital/electronic correspondence like social media.
- Provide information on federally funded programs that have benefitted the community.
- Plan a major promotional event around the start of self-response or when households get their invitation to respond. Advise communities that they can respond to the census online.
- Saturate public access areas with easy-to-read and understandable census information customized for your community.
- Ask elected officials to encourage households to complete the census online, by phone, or return the questionnaire by mail.
- Place a census message on all municipal marquees urging households to complete the questionnaire online, by phone, or by mail.

April 2020

- Place public service announcements in local media encouraging households to respond.
- Have census rallies or parades.
- Urge households who do not respond to cooperate with census takers.

Community Complete Count Committees

Community Complete Count Committees are often formed in areas that do not have a government CCC or areas that may require a more targeted outreach approach. Community CCCs may be formed by a community group/organization or a coalition of several organizations. For example, an organization in a predominately elderly community may want to form a CCC in order to build awareness among that population and encourage them to respond when the invitations to respond are delivered. A tenants' association may form a committee to educate tenants about the census and help those needing assistance in completing their census. Community CCCs identify their own chair and committee members. They may choose individuals who are influential leaders or gatekeepers in the community to serve as members or others that will help accomplish the goals of the committee. They may also include foundations or philanthropy groups to fund the committee's activities around a particular audience. Community CCCs are usually small to medium in size with anywhere from 5 to 25 members depending on the sponsoring organization(s) and the size of the community it represents.

Small committees may not need subcommittees, however larger committees may find this structure helps them focus and work more effectively.

Examples of Community Complete Count Committee Strategies

A number of organizations formed Community CCCs in previous censuses. Some examples of these organizations are Community Action Groups, Hispanic Service Center, Delta Sigma Theta Sorority, and Human Development Commission.

Here are some suggestions that worked for them:

- Set clear achievable goals and objectives.
- Identify what the committee will focus on. Some examples include increasing the response rate in public housing communities among cultural/ethnic groups in your area or among students in colleges/universities, outreach and promotion to youth and elderly in the community, or a global approach if no other CCCs are in the area.
- Develop an action plan that includes activities and events which will support your efforts and help you meet your goals and objectives.
- Create promotional materials that appeal to your community.
- Implement special events that will generate interest and participation in the census.
- Use social media to engage your community.

Sample Activities of Community Complete Count Committees

2018–2019

- Make a list of community-based organizations in your area. Hold a meeting with leaders of the organizations and solicit their help in creating a census awareness campaign targeted to community members.
- Host a Census Solutions Workshop with other community-based organizations in your area to come up with innovative and engaging ways to reach your communities.
- Check the community calendar in your area for events. Contact organizations to see if you can have a census table to pass out census materials to increase awareness.
- Plan and solicit sponsors for a "Census Day/Night Street Festival" in late 2019. Think of creative games or activities where census information can be incorporated.
- Develop a 2019 Census Activity Calendar, ask organizations to choose a month in which they will sponsor census activities or promote census awareness.
- Ask organizations to include a census article or message in all of their publications and social media channels from April 2019 to July 2020.

January–March 2020

- Encourage organizations to include 2020 Census on the agenda of their meetings, workshops, or conferences.
- Distribute/post on social media fliers announcing the invitation to respond to the census at busy locations in the community.
- Make public statements of support and the importance of participating in the 2020 Census.

April 2020

- Encourage households to complete the questionnaire online, by phone, or by mail.
- Plan a Census Day event to motivate the community response.
- Look online or check with your census contact person about response rates for your community. If rates are low, plan special events or activities to motivate individuals to respond.
- Remind households if they didn't respond online, by phone, or mail their questionnaire back, a census worker may come to their home. Encourage households to cooperate with census workers.

May 2020

- Continue to encourage community individuals to cooperate with census workers.
- Evaluate what worked best for your community and briefly report this information to your census contact.
- Celebrate your success and thank all those involved in making it happen.

WHEN SHOULD A COMPLETE COUNT COMMITTEE ORGANIZE?

Get Organized RIGHT NOW!

Although the 2020 Census may seem a ways off, the census awareness campaign should start TODAY. The 2020 Census jobs are being advertised. Households will begin to experience, by the end of 2019, some type of census operation such as address listing. These operations are necessary to verify the accuracy and location of each address in the United States.

The immediate formation of a CCC will ensure that local households are kept abreast of the various census operations before the information is nationally circulated.

The more informed households are about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2020.

WHAT IS THE SUBCOMMITTEE STRUCTURE OF A CCC?

The Structure

The Census Bureau partnership staff will serve as a liaison or an informational resource.

The operation of the CCC flows from the tribal leader or highest elected official or community leader to the chairperson, the committee members, and/or to the community at large.

The tribal leader or highest elected official or community leader appoints a chairperson. The chairperson is the liaison or main source of contact between the CCC and the Census Bureau.

The chairperson collaborates with the highest elected official or community leader to select subcommittee chairs.

The CCC should involve every aspect of a local community in its subcommittee structure—government, education, faith-based organizations, media, community-based organizations, business, foundations or other philanthropic organizations, and recruiting. **The Census Bureau does not manage Complete Count Committees**.

The following are examples of a typical subcommittee structure. Other subcommittees may be formed based on the focus of the CCC or the needs of the community. Examples of other subcommittee topics are migrant and seasonal farmworkers, children/youth services, immigrants, senior services, and the disabled community.

The subcommittee chairpersons may recruit members for their respective teams. The ideal candidates for a Complete Count Committee are those community members who have

expertise, influence, and experience in the area of the respective committee. Committees that invest time, resources, and energy in this project are more productive and successful.

Recruiting subcommittee—Disseminates information about census job openings for the 2020 Census. Information will include the number of jobs available and types of jobs available.

Government subcommittee—Assists in all activities between the Census Bureau and the local government, such as participation in decennial geography programs and identifying other resources for CCC activities.

Education subcommittee—Facilitates census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use Statistics in Schools materials.

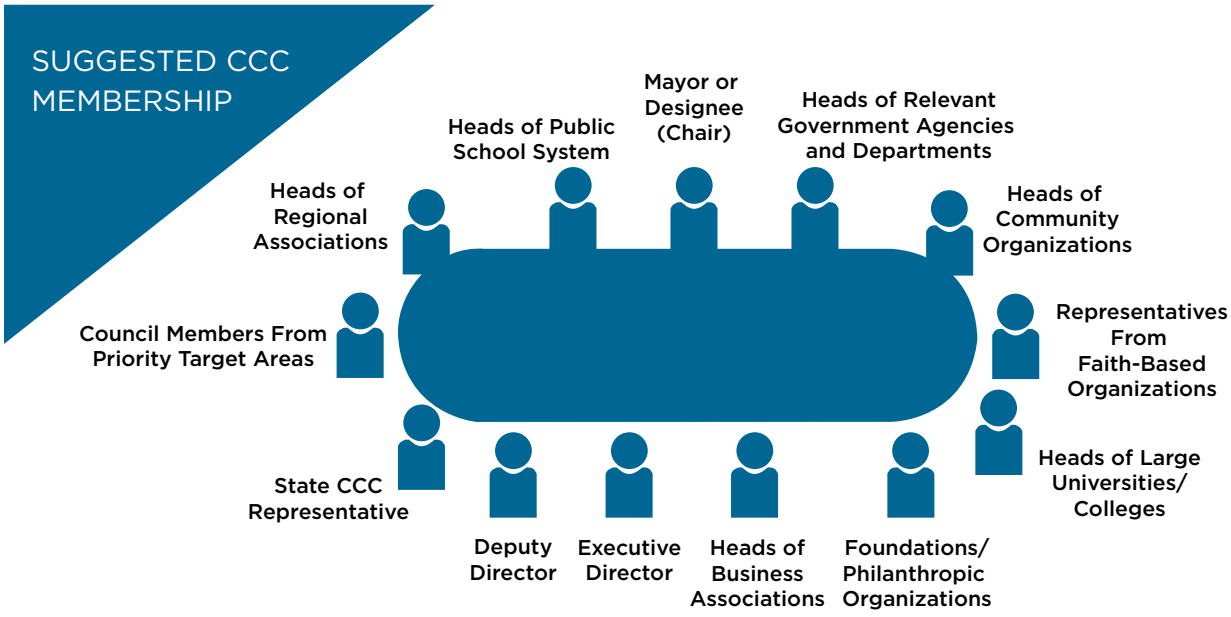
Faith-based subcommittee—Creates and coordinates activities and materials that can be used by any local faith-based institution in the promotion of the 2020 Census awareness and participation.

Media subcommittee—Facilitates ways to get the census message to all community households, using all available sources such as local newspapers, newsletters, fliers, local festivals, billboards, social media, radio, and television.

Community-based organizations subcommittee—Collaborates with community organizations to inform individuals of the importance of participating in the 2020 Census and the benefits derived from census data.

Business subcommittee—Creates and coordinates activities that involve businesses in census awareness, such as distribution of census information and census messages on packaging (grocery bags) and the inclusion of the census logo and message on sales promotion materials.

Figure 1.
Suggested CCC Membership



*Partnership Specialist is advisor and Census Bureau liasion to Municipal CCCs

SUMMARY: THE BENEFITS OF COMPLETE COUNT COMMITTEES

CCCs speak the language of and know the pulse of its community, therefore establishing an information highway that even the internet cannot rival—neighbor informing neighbor.

The CCCs will help ensure an accurate 2020 Census count.

The CCCs gain valuable knowledge about the census process at the local level and develop a plan to impart that knowledge to each and every household as only neighbors and fellow stakeholders can do.

The CCCs help maximize participation and response rates by increasing awareness throughout the 2020 Census.

APPENDIX A:
50 WAYS CENSUS DATA ARE USED

- Decision making at all levels of government.
- Drawing federal, state, and local legislative districts.
- Attracting new businesses to state and local areas.
- Distributing over $675 billion annually in federal funds and even more in state funds.
- Forecasting future transportation needs for all segments of the population.
- Planning for hospitals, nursing homes, clinics, and the location of other health services.
- Forecasting future housing needs for all segments of the population.
- Directing funds for services for people in poverty.
- Designing public safety strategies.
- Development of rural areas.
- Analyzing local trends.
- Estimating the number of people displaced by natural disasters.
- Developing assistance programs for American Indians and Alaska Natives.
- Creating maps to speed emergency services to households in need of assistance.
- Delivering goods and services to local markets.
- Designing facilities for people with disabilities, the elderly, or children.
- Planning future government services.
- Planning investments and evaluating financial risk.
- Publishing economic and statistical reports about the United States and its people.
- Facilitating scientific research.
- Developing “intelligent” maps for government and business.
- Providing proof of age, relationship, or residence certificates provided by the Census Bureau.
- Distributing medical research.
- Reapportioning seats in the House of Representatives.
- Planning and researching for media as background for news stories.
- Drawing school district boundaries.
- Planning budgets for government at all levels.
- Spotting trends in the economic well-being of the nation.
- Planning for public transportation services.
- Planning health and educational services for people with disabilities.
- Establishing fair market rents and enforcing fair lending practices.
- Directing services to children and adults with limited English proficiency.
- Planning urban land use.
- Planning outreach strategies.
- Understanding labor supply.
- Assessing the potential for spread of communicable diseases.
- Making business decisions.
- Understanding consumer needs.
- Planning for faith-based organizations.
- Locating factory sites and distribution centers.
- Distributing catalogs and developing direct mail pieces.
- Setting a standard for creating both public and private sector surveys.
- Evaluating programs in different geographic areas.
- Providing genealogical research.
- Planning for school projects.
- Developing adult education programs.
- Researching historical subject areas.
- Determining areas eligible for housing assistance and rehabilitation loans.

APPENDIX B:
UNDERSTANDING THE LANGUAGE OF THE 2020 CENSUS

GLOSSARY
The 2020 Census From A to Z

A

Address Canvassing

The Address Canvassing program implements methods to improve and refine the U.S. Census Bureau's address list in advance of the 2020 Census enumeration. The Census Bureau needs the address and physical location of each living quarter in the United States and Puerto Rico to conduct and tabulate the census. An accurate list ensures that residents will be invited to participate in the census and that the census counts residents in the correct location.

American Community Survey (ACS)

A monthly sample household survey conducted by the Census Bureau to obtain information similar to the long-form census questionnaire. The ACS is sent to a small percentage of the U.S. population on a rotating basis. First tested in 1995, it replaced the long form for the 2010 Census. Since 2004, ACS has provided annual data for social and economic characteristics for many geographic areas and population groups.

Area Census Office (ACO)

A temporary office established to oversee census operations in a specific area. These operations include address listing field work, local recruiting, and visiting households to conduct the 2020 Census.

C

Census Bureau

An agency within the U.S. Department of Commerce and the country's preeminent statistical collection and dissemination agency. It publishes a wide variety of statistical data about people, housing, and the economy of the nation. The Census Bureau conducts approximately 200 annual surveys, conducts the decennial census of the U.S. population and housing, the quinquennial economic census, and the census of governments.

Census Day

The reference date for collection of information for a census. For the decennial census, this has been April 1 of the decade year (year ending with zero) since the 1930 Census. April 1, 2020, is the reference date, Census Day, for the 2020 Census.

Census Information Center (CIC)

The CIC program was established in 1988, when the Census Bureau and the National Urban League entered into a joint agreement to create a pilot project to make census data and information available to minority communities. Over the next 2 years, the Census Bureau added four additional organizations to the pilot program; the National Council of La Raza, the Asian and Pacific Islander American Health Forum, Americans for Indian Opportunity, and the Southwest Voter Research Institute (now the William C. Velasquez Institute).

In 2000, the CIC network became an official Census Bureau program. That year, the Census Bureau expanded the network to a total of 59 organizations.

Census Solutions Workshop

A Census Solutions Workshop is a creative, collaborative, problem-solving event that brings together diverse thinkers. The Census Solutions Workshop is specifically geared to generate new ways of communicating the importance of census data, reaching hard-to-count populations, and encouraging participation in Census Bureau surveys and programs.

Commitment

An agreement or pledge to carry out a particular task or activity that will in some way help the census achieve its goals.

Complete Count Committee (CCC)

A volunteer committee established by tribal, state, and local governments, and/or community organizations to include a cross section of community leaders, including representatives from government agencies; education, business, and religious organizations; community agencies; minority organizations; and the media. The committees are charged with developing and implementing a 2020 Census outreach, promotion, recruiting, and enumeration assistance plan of action designed to target and address the needs of their communities.

Confidentiality

The guarantee made by law (Title 13, U.S. Code) to individuals who provide information to the Census Bureau, ensuring that the Census Bureau will not reveal information to others.

D

Decennial Census

The census of population and housing taken by the Census Bureau in each year ending in zero. Article I, Section 2, of the U.S. Constitution requires that a census be taken every 10 years for the purpose of apportioning the U.S. House of Representatives. The first census of population was taken in 1790.

E

Enumeration

The process of interviewing people and recording the information on census forms.

Enumerator

A Census Bureau employee who collects census information by visiting households during census field operations.

G

Group Quarters (GQ)

The Census Bureau classifies all people not living in housing units as living in group quarters. There are two types of group quarters: institutional group quarters (for example, correctional facilities for adults, nursing homes, and hospice facilities) and noninstitutional group quarters (for example, college/university student housing, military quarters, and group homes).

H

Hard to Count (HTC)

Groups or populations who have historically been undercounted and/or traditionally have not responded well to the decennial census questionnaire, such as ethnic/minority populations, renters, and low income households.

Hard to Enumerate (HTE)

An area for which the environment or population may present difficulties for enumeration.

Highest Elected Official (HEO)

The elected or appointed person who is the chief executive official of a governmental unit and is most responsible for the governmental activities of the governmental unit such as the governor of a state, chair of a county commission, or mayor of an incorporated place, tribal leader, or chairman.

Household (HH)

A person or group of people who occupy a housing unit as their usual place of residence. The number of households equals the number of occupied housing units in a census.

Housing Unit (HU)

A house, townhouse, mobile home or trailer, apartment, group of rooms, or single room that is occupied as separate living quarters or, if vacant, is intended for occupancy as separate living quarters.

M

Master Address File (MAF)

A Census Bureau computer file of every address and physical location, including their geographic locations, that will be used to conduct the next decennial census, as well as some ongoing surveys. This address file is updated throughout the decade and is supplemented by information provided by tribal, state, and local governments.

N

Nonresponse (NR)

A housing unit for which the Census Bureau does not have a completed questionnaire and from which the Census Bureau did not receive a telephone or Internet response.

Nonresponse Followup (NRFU)

A field operation designed to obtain a completed interview from households where a self-response was not received. Enumerators will make personal visits to these households to obtain completed interviews. The enumerator will collect respondents' answers to interview questions or information about the status of the housing unit (for example, vacant or nonexistent). If all attempts to contact the individuals of a household are unsuccessful, an enumerator will obtain as much information as possible about the household from a neighbor, building manager, or another reliable source.

P

Partner

A partner is a group or individual that commits to participate in some way with census activities.

Partnership

An agreement with tribal, state, and local governments, national organizations, and community groups (faith-based organizations, businesses, media, schools, etc.) that allows their active participation in various census activities.

Partnership Specialist

The Partnership Specialist takes a lead role in outreach and promotional efforts before and during census operations. Their main duties are increasing awareness and outreach in communities and gaining cooperation and participation from those communities.

Privacy Act

The Privacy Act of 1974 requires that each federal agency advise respondents of their rights. Specifically, every respondent must know under what law the information is being collected, how the information will be used, whether he or she must answer the questions, and the consequences of not answering the questions.

R

Regional Census Center (RCC)

One of six temporary Census Bureau offices established to manage census field office and local census office activities and to conduct geographic programs and support operations.

Regional Office (RO)

One of six permanent Census Bureau offices that direct and advise local census offices for the 2020 Census. The Regional Office also conducts some one-time and ongoing Census Bureau surveys, such as the Current Population Survey (CPS), which is used to publish unemployment figures each month, and the American Community Survey (ACS), a nationwide survey designed to obtain information similar to long-form data and to provide communities a fresh, more current look at how they are changing.

Respondent

The person who answers the Census Bureau's questions about his or her living quarters and its occupants. The respondent is usually the member of the household who owns or rents the living quarters.

Response Outreach Area Mapper (ROAM)

A Web mapping application developed to make it easier to identify hard-to-count areas and to provide a socioeconomic and demographic characteristic profile of these areas using American Community Survey estimates available in the Census Bureau Planning Database, available at <www.census.gov /roam>.

S

Self-Response

Self-response is where households complete and return their census questionnaire in a timely manner, directly to the Census Bureau, without requiring a census worker to visit the house to obtain their responses in person. Self-response—by internet, mail, or phone—is significantly less costly than in-person followup.

State Data Center (SDC)

The State Data Center (SDC) program is one of the Census Bureau's longest and most successful partnerships. This partnership between the 50 states, the

District of Columbia, Puerto Rico, the island areas, and the Census Bureau was created in 1978 to make data available locally to the public through a network of state agencies, universities, libraries, and regional, and local governments.

The SDC lead organization is appointed by the Governor of each state/commonwealth, Puerto Rico, the Island Areas (American Samoa, Guam, The Commonwealth of the Northern Mariana Islands, Virgin Islands) or the mayor of the District of Columbia.

Since its creation, the SDC network has provided access and education on Census Bureau data and products as well as other statistical resources to millions of data users.

Statistics in Schools (SIS)

A national program component of the 2020 Census with an emphasis on kindergarten through eighth grade students in schools located in hard-to-count areas. The purpose of Statistics in Schools is to educate all of the nation's K–12 students about the importance of the 2020 Census.

T

Title 13 (U.S. Code)

The collection of laws under which the Census Bureau operates. This law guarantees the confidentiality of census information and establishes penalties for disclosing this information. It also provides the authorization for conducting censuses in Puerto Rico and the Island Areas.

Transitory Locations

Sites that contain movable or mobile housing that may include transitory units such as boats, motorized recreational vehicles or trailers, tents, or other types of portable housing.

Transitory locations also include hotels or motels if being occupied on a transitory basis because the occupants have no other residence.

U

Update Enumerate (UE)

The UE operation is designed to update the address and feature data and enumerate respondents in person. UE is designated to occur in areas where the initial visit requires enumerating while updating the address frame, in particular in remote geographic areas that have unique challenges associated with accessibility.

Update Leave (UL)

This operation is designed to update the address and feature data and leave a choice questionnaire package at every housing unit (HU) identified to allow the household to self-respond. UL is designed to occur in areas where the majority of HU do not either have mail delivered to the physical location of the housing unit, or the mail delivery information for the HU cannot be verified.

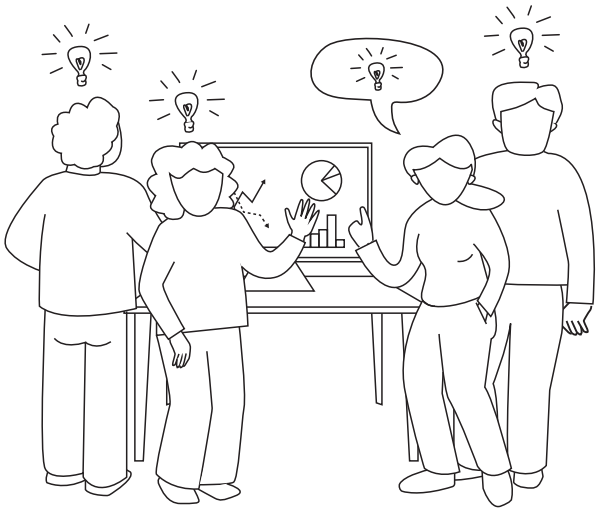
V

Value Added

Refers to any service or activity provided by partners that would ordinarily require payment such as room/space for training, use of staff time, and use of other business resources.

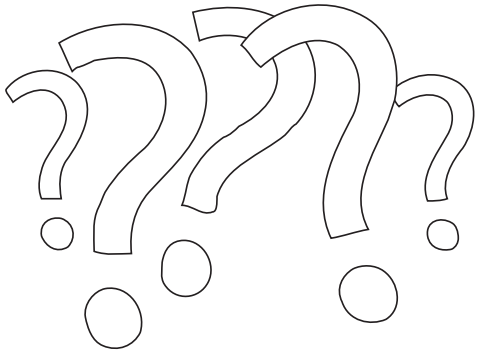
What Is A Census Solutions Workshop?

A solutions workshop is a creative, collaborative, problem-solving event that brings together diverse thinkers.
A Census Solutions Workshop generates new ways of communicating the importance of census data, reaching hard-to-count populations, and encouraging participation in Census Bureau surveys and programs.



Why It Matters

A complete count ensures accurate census data that is critical for government programs, policies, and decision-making, but participation in Census Bureau surveys has declined in recent decades. We want to support your efforts to generate innovative and engaging ways to reach your communities.



How Can You Host A Workshop?

Businesses, city officials, community-based organizations, or anyone else can host a workshop. We created a toolkit to give you step-by-step guidance on how to host one.

The toolkit is available at:
www.census.gov/partners.

For more information, please contact us at:
census.partners@census.gov.

CONTACT INFORMATION

For additional information about the Complete Count Committee Program, please contact your regional census center.

If you reside in:	Please contact:
Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina	**ATLANTA** Atlanta.rcc.partnership@2020census.gov
Arkansas, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, and Wisconsin	**CHICAGO** Chicago.rcc.partnership@2020census.gov
Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Oklahoma, Texas, Utah, and Wyoming	**DALLAS** Dallas.rcc.partnership@2020census.gov
Alaska, California, Hawaii, Idaho, Nevada, Oregon, and Washington	**LOS ANGELES** Los.Angeles.rcc.partnership@2020census.gov
Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont, and Puerto Rico	**NEW YORK** New.York.rcc.partnership@2020census.gov
Delaware, District of Columbia, Kentucky, Maryland, Ohio, Pennsylvania, Tennessee, Virginia, and West Virginia	**PHILADELPHIA** Philadelphia.rcc.partnership@2020census.gov

City Commission Regular Meeting **13. e.**

Meeting Date: 01/21/2020

Re: YOCO Applications

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Submittal of applications for Fort Pierce Youth Council

Attachments

Fort Pierce Youth Council Status Report

Fort Pierce Youth Council Applications

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/15/2020 09:46 AM

Form Started By: Jennifer Robinson Started On: 01/15/2020 09:34 AM

Final Approval Date: 01/15/2020

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : The Honorable Mayor and Members of the City Commission

FROM : Joe Sweat, Marketing Specialist

THRU : Nicholas C. Mimms, P.E., ICMA-CM, City Manager

RE : Fort Pierce Youth Council

DATE : January 13, 2020

Fort Pierce Youth Council ("YOCO") is an advisory board of high school students dedicated to assisting the Mayor and City Commission in solving problems and accomplishing goals on behalf of youth in the community. Youth Council gives youth a voice and a chance to identify and solve community issues from a youth perspective. Youth Council members are resources for elected officials to receive advice on issues youth face, especially those decisions that directly affect young people.

The idea of the Youth council was brought to the City Commission on August 8, 2019, seeking a Resolution to form the Youth Council Advisory Board. The City Commission voted to pass the Resolution on October 7, 2019, which prompted the promotion of Youth Council. The promotion of Youth Council was well advertised to our community partners such as Boys and Girls Club, St. Lucie Roundtable and St. Lucie County Schools, and was heavily promoted through the City's social media outlets.

The City Manager's Office received 6 applications. All applicants have been processed through the City Clerk's Office and are ready for review. Unfortunately, only 3 applicants reside in Fort Pierce as set forth by the Resolution. We've received several inquiries from interested students that attend a Fort Pierce high school but live outside of the City's jurisdictional boundaries, and due to time restraints and the desire to move forward with this initiative, we ask that you consider all available applicants.

Please see the attached resolution for the Fort Pierce Youth Council.

RESOLUTION NO. 19-R43

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE CITY OF FORT PIERCE YOUTH COUNCIL**; RESPONSIBILITIES OF THE COUNCIL, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipalities use youth councils to inject fresh ideas and youth perspective into local decision-making; and

WHEREAS, a youth council can promote community service and foster a better understanding among young people of how municipal government operates; and

WHEREAS, youth councils are an excellent means of promoting civic engagement among young people, which is vitally important to provide the knowledge, skills, and abilities to the next generation of local leaders.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The City of Fort Pierce hereby creates a citizens committee, to be known as the Fort Pierce Youth Council (YOCO) to advise and make appropriate recommendations to the City Commission regarding special interests pertaining to youth related issues in the City of Fort Pierce.

SECTION 2. Membership and Qualifications: Term of Appointment; Vacancy:

A. The Committee shall consist of seven (7) members. All members shall have the following qualifications:

   1. Members shall be a resident of the City of Fort Pierce;

   2. One member shall be appointed by each member of the City Commission;

   3. Two members shall be appointed at large;

B. The term of each member of the Committee appointed by an individual City Commission member shall serve a term of one year. At-large members shall serve a term two years.

C. All Committee members appointed by an individual City Commission member shall serve at the pleasure of the City Commission member who appointed the Committee member.

D. At-large Committee members shall serve at the pleasure of the majority of the City Commission. A majority is defined as three (3) members of the City Commission.

E. Committee members shall be automatically removed for lack of attendance. Lack of attendance means failure to attend three (3) consecutive regularly scheduled meetings or failure to attend at least two-thirds of the regularly scheduled meetings during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Absences shall be entered into the minutes of the Committee meeting. Absences may not be excused.

F. Vacancies occurring for any reason during the term of office by a Committee member shall be filled within ninety (90) days from the date of the vacancy.

SECTION 3. Responsibilities and Duties:

The Committee shall act solely in an advisory capacity to the City Commission on matters relating to youth in the community. The Committee shall have the following responsibilities and duties:

1. Provide input to the City Commission on youth related activities.

2. Recommend policies related to youth activities.

3. Provide research on tasks assigned by the City Commission.

4. Educate the public on Commission directed initiatives.

5. Other duties as assigned by the City Commission.

SECTION 4. The Committee shall elect one of its members as a Chairperson, one as a Vice Chairperson, and one as a Second Vice Chairperson. Elections shall be held at the first regularly scheduled meeting, or as soon thereafter as practical, after appointment of the Fort Pierce Youth Council. The Chairperson shall preside and conduct meetings to the Fort Pierce Youth Council. The Vice Chairperson shall act in the absence of the Chairperson. In the absence of both the Chairperson and Vice Chairperson, the Second Vice Chairperson shall act as the Chairperson. The term of the Chairperson, Vice Chairperson, and the Second Vice Chairperson shall be for one year.

A vacancy in the office of Chairperson or Vice Chairperson shall be filled at the earliest possible date by the Committee by the election of one of its members to fill the unexpired term.

SECTION 5. The Committee shall meet at least once per month unless there is no business to transact by the day before the regular meeting date. Special meetings may be called by the City Manager or as requested by City Commission.

SECTION 6. All meetings of the Committee shall be open to the public. City staff shall be responsible for recording minutes for all meetings of the Fort Pierce Youth Council.

Minutes of the meetings and records shall be filed in the appropriate offices of the City and shall be public records.

SECTION 7. A majority of the Committee membership shall constitute a quorum for the transaction of business; providing, however, that no official action shall be taken by the Committee without the concurring vote of a majority of all members present at such meeting.

SECTION 8. This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of October 2019.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

PETER SWEENEY
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : Linda Cox, City Clerk

FROM : Joe Sweat, Marketing Specialist

THRU : Nicholas C. Mimms, P.E., City Manager NCM

RE : Fort Pierce Youth Council Applications

DATE : January 2, 2020

The deadline for the Fort Pierce Youth Council is complete and applications have been submitted. All applications are ready for review. Please let me know you have any questions.

yoco
FORT PIERCE YOUTH COUNCIL

Received
NOV 13 2019
City of Fort Pierce
City Manager's Office

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL
*Please print neatly in blue or black ink.

Name Bree Kazen Date 11.7.19
Parent's Name(s) Ashley Kazen
Home Phone # 7723276769 Other Phone Line
Address 1110 Hernando St. City Ft. Pierce State FL Zip 34949
E-mail Address bree.kazen@gmail.com
School Name: Marine Oceanographic Academy Grade: 11 Age: 16
Grade Point Average: 3.6

List the extra-curricular activities that you currently take part in:
I am currently involved in my schools competitive tennis team. I am also director of my school's news show, "The Anchor." I also work at On the Edge and founder!!

List any other organizations or clubs you are currently a member of:
- Junior Class MOA Representative on student council.
- Leadership student at MOA that runs events, organizations, and recruitment.

Why do you want to be involved in the City of Fort Pierce Youth Council?
I have a lot of wonderful ideas that I would love to execute.

Describe your ideas and goals for this Council and how they can benefit the Community.
A main idea that I plan to advocate for is mental health awareness. This awareness will better the lives of citizens of all ages.

If you could change one thing about this City, what would that be and why?
I would change the number of homeless people in St. Lucie County. This is a topic that I hold dear to my heart, and even simply bringing awareness to the County's youth would be so meaningful.

What are you passionate about?
I am passionate about being a strong leader that does good for all people. I hope to pursue a career in hospitality management where I can spend my life knowing that I am doing good for the people around me.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

yoco
FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.
*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Bree Kazen Student Signature [signature] Date 11.7.19

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

[signature] Parent Signature 11.7.19 Date

*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

yoco
FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL
*Please print neatly in blue or black ink.

Name Grace Fee Date 11/26/2019
Parent's Name(s) Frank H. Fee, IV and Jennifer K. Fee
Home Phone # 772-971-8069 Other Phone Line
Address 2401 Wilderness Dr. South City Fort Pierce State Fl Zip 34982
E-mail Address Grace_Fee@Yahoo.com
School Name: John Carroll Catholic High School Grade: 10 Age: 15
Grade Point Average: 5.18

List the extra-curricular activities that you currently take part in:
Volunteer Treasure Coast Food Bank, Volunteer Maddie's Fight Foundation, Volunteer Little Birthday Angels
John Carroll High Varsity Volleyball, Rampage Juniors Elite 17's Volleyball, Peer Tutor

List any other organizations or clubs you are currently a member of:
JCHS Student Government Sophomore Class Treasurer ; Students Against Destructive Decisions (SADD);
JCHS Anchor Club,

Why do you want to be involved in the City of Fort Pierce Youth Council?
To be apart of a distinct small group of influencial youth is inspiring. I would be humbled to offer my voice
and the voice of my peers. I am a proud multigenerational native of Fort Pierce.

Describe your ideas and goals for this Council and how they can benefit the Community.
Mostly, I would hope to serve as a liasion for our City and our school. I hope to foster awareness of opportunites and
positively influence the perception of our great Sunrise City. I am encouraged at the potential impact of this collaboration.

If you could change one thing about this City, what would that be and why?
The prevelance and state of the homeless communities. It is crucial for ALL residents to be considered and
afforded opportunities. We must take care of our own community.

What are you passionate about?
I am most passionate about being a light for others. Whether in the classroom, the court or in the community, I strive
to show others kindness. I believe that my purpose is to positively impact and influence others.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

yoco
FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.
*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Grace M Fell Student Signature 26 November 2019 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

Jennifer A. Lee Parent Signature 11/26/19 Date

*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

*Please print neatly in blue or black ink.

Name Keisha Renoird Date 11/28/19

Parent's Name(s) Marguerite Bellvy

Home Phone # 772-801-4855 Other Phone Line 772-212-5273 - My Phone Number

Address 1373 SE Floresta Drive City Port St. Lucie State FL Zip 34983

E-mail Address keisha.renoird@gmail.com

School Name: Fort Pierce Central High School Grade: 11th Age: 16

Grade Point Average: 3.7

List the extra-curricular activities that you currently take part in:

I currently do not do any extra-curricular activities. If dual-enrollment counts, I am a full-time college students.

List any other organizations or clubs you are currently a member of:

I am currently a part of the Coding Club and the Technology Club on Florida Virtual School.

Why do you want to be involved in the City of Fort Pierce Youth Council?

I would like the opportunity to give back to community's youth and enjoy the idea of being more involved in local government. Personally feel like my peers and I are not actively involve in our city.

Describe your ideas and goals for this Council and how they can benefit the Community.

Ideally, I would like to involve more children in government whether its in the recycling plan occurring, planting a garden, parks clean up, or being involved at the Oxbow Center. I would like my peers and younger children to know they are a part of and can effect their local government.

If you could change one thing about this City, what would that be and why?

The City does much for the youth. One thing I would change is awareness and availability of the current resources. Provide a chance for children to be exposed to different subjects to extended their goals and dreams for their own educational and occupational careers.

What are you passionate about?

I am passionate about computer programming because I am able to see how complicated/simpler parts can compile a functioning program. Small changes for the youth and help them give back to the community and be interested in government.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.
*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Keisha Renoird _____ Student Signature Renoird, Keisha _____ Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

Marguerite Bellevy _____ Parent Signature Bellevy, M. _____ Date

*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

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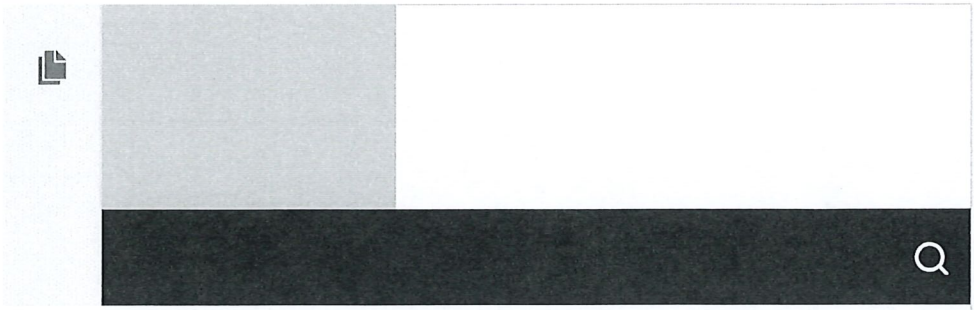
- User Guide
- Tutorials
- Contact Support



YOCO Application 2019_2020 - Kate Casey
PDF

Date: Dec 01, 2019 5:51 PM
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FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL
*Please print neatly in blue or black ink.

Name Leah Johnson Date 11-02-19
Parent's Name(s) Kelly & Jeremiah Johnson
Home Phone # (772)3700971 Other Phone Line (772)979 0234
Address 1509 Thumb Point Dr City Fort Pierce State FL Zip 34949
E-mail Address Johnsonhouse1509@icloud.com
School Name: Lincoln Park Academy Grade: 11th Age: 16
Grade Point Average: 3.9

List the extra-curricular activities that you currently take part in:
Diving, Basketball, softball, soccer, volunteer at Westside Church, Intern at OCI Associates, Tutor

List any other organizations or clubs you are currently a member of:
Key Club

Why do you want to be involved in the City of Fort Pierce Youth Council?
I want to get more youth involved in community events. Also, I believe that by getting more students involved we can raise graduation rates.

Describe your ideas and goals for this Council and how they can benefit the Community.
My goals are to have more city-wide highschool programs for students to meet more youth and encourage eachother to be better. The council can also start a bullying awareness program to lower the amount of bullying cases.

If you could change one thing about this City, what would that be and why?
I would want a bigger highschool so that everyone is not as seperated. While working in downtown I have noticed many homeless that could use a shelter or designated area to go to.

What are you passionate about?
I am very passionate about helping people succeed. I believe everyone has potential and they can find their passion.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

yoco
FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

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*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Leah Johnson Student Signature 11-7-19 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

[signature] Parent Signature 11-30-19 Date

*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

yoco
FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL
*Please print neatly in blue or black ink.

Name Lishonda L. Franklin Date 11-19-19
Parent's Name(s) Melisa Franklin
Home Phone # (678) 929-1355 Other Phone Line —
Address 3501 Ave P City Fort Pierce State FL Zip 34947
E-mail Address lishondafranklin8@gmail.com
School Name: Fort Pierce Westwood Grade: 10th Age: 15
Grade Point Average: 3.10

List the extra-curricular activities that you currently take part in:

List any other organizations or clubs you are currently a member of:

Why do you want to be involved in the City of Fort Pierce Youth Council?

Describe your ideas and goals for this Council and how they can benefit the Community.

If you could change one thing about this City, what would that be and why?

What are you passionate about?

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

yoco
FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.
*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Yolanda L. Franklin Student Signature Nov. 19. 2019 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

[signature] Parent Signature Nov. 21, 2019 Date

*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

Lishonda Franklin **November 4, 2019**

YOCO Application Questions...

List the extra-curricular activities that you currently take part in...

I take part in a college group at IRSC which is called, "Educational Talent Search" (ETS). I am a Usher at my church and youth leader. I do multiple plays at my church and I am apart of the youth choir also.

List any other organization or clubs you are currently a member of...

I am Vice President of my sophomore class at Fort Pierce Westwood Academy. I am Treasure of my college group organization in the state of Florida which is called "TRIO". I am a Youth leader at my High School meaning I teach students from grades 9th-12th about self control, proactive listening, etc. Also I am apart of a Leadership group at my school which is called" Leader in me Team".

Why do you want to be involved in the City of Fort Pierce Youth Council?

I want to be involved in the City of Fort Pierce Youth because I feel like I can bring new ideas and new things to our fellow youth. Also to show how capable I am to change and persuade our youth that

you don't have to be apart of what society wants us to be. I would like to show my determination and leadership skills towards my community and fellow friends, classmates, family, college group, and school. I would like to bring different proposition and different activities towards our youth and to lower the gang violence that is happening with my fellow youth joining gangs because they either want to feel protection or want to follow other peers because its cool and popular.

If you could change one thing about this City, what would that be and why? I would change the way our city is portrayed in our youth. Meaning that a certain percentage of our youth portrays Fort Pierce as a horrible city that is ghetto and dangerous. I would like to change some of the youth perspectives on how they see our city. Or I would change the convenience of stores, shopping areas, plaza, and clothing/shoes so that us youth and our parents wont have to take a trip outside the city just to buy certain clothes/shoes from certain stores we are interested in.

What are you passionate about? I am passionate about following my dreams and accomplishing my goals and succeeding in life. I am passionate about motivating and helping others become better than they were yesterday. I am passionate about leading others and my fellow youth to greatness and stimulate them so they can be a better person. I am passionate about going to college and getting all my degrees and having a house, car, and being financially stable. I am passionate about inspiring and giving myself and others hope about accomplishing my dreams and theirs. I am passionate about changing and reconstructing my city so it can become better place.

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I am passionate about influencing and impelling others. I am passionate about advocating that it doesn't matter where you live or how you are raise it shouldn't define your future and dreams.

FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

*Please print neatly in blue or black ink.

Name Matthew Heady Date November 23, 2019
Parent's Name(s) Maria Heady Sam Heady
Home Phone # 772-340-2124 Other Phone Line 772-528-6967
Address 654 SW Lake Charles Cir City Port St. Lucie State FL Zip 34986
E-mail Address matthew.heady@stlucieschools.org
School Name: Fort Pierce Westwood Academy Grade: 10 Age: 15
Grade Point Average: 4.26

List the extra-curricular activities that you currently take part in:
Band, ocean conservation club, national honors society, JROTC rifle team, JROTC athletic team (raiders), JROTC Academic (JLAB) team

List any other organizations or clubs you are currently a member of:
Band, ocean conservation, JROTC, Oxbow Eco Center Volunteer

Why do you want to be involved in the City of Fort Pierce Youth Council?
Being involved in this Youth Council seemed like the best way to advocate for our community's youth, while simultaneously becoming more experienced in communicating with every age group in our community.

Describe your ideas and goals for this Council and how they can benefit the Community.
My goals include making it known to our community's youth that their opinions do in fact matter so that they will be motivated to become more involved themselves.

If you could change one thing about this City, what would that be and why?
One thing I would change is the reputation Fort Pierce has, as it is seen to many as a particularly "bad" area.

What are you passionate about?
I am passionate about succeeding in life, and motivating others to succeed along the way.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com

FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.
*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Matthew Hardy Student Signature 11-25-19 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

_____ Parent Signature 11-25-19 Date

*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com