

Any interested party may attend the City Commission meeting in person or submit comments on agenda items in writing to the City Clerk no later than noon on the day of the meeting. All meetings are broadcast live on Comcast Cable TV Channel 27 or streamed live online at www.cityoffortpierce.com.

Comments on agenda items should be submitted via email to icox@cityoffortpierce.com; comments must include your name and address to be read into the record. The City Clerk will read all comments on agenda items submitted by the deadline. Please note that the decorum policy applies to both written and oral comments and all comments shall be limited to 3 minutes as read by the City Clerk.

CITY OF FORT PIERCE CITY COMMISSION AGENDA

Regular Meeting - Monday, November 2, 2020 - 6:00 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Pastor Obed, Rivera of Iglesia de Dios Pentecostal M.I.
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the October 19, 2020 regular meeting.
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
 - a. Email from County Commissioner Chris Dzdvosky expressing his appreciation of the City and County's swift response to the removal of the unusual overflow of trash from the Indian Hills Recreation Area. The following Public Works employees contributed toward the successful result: Donald Spells, Parks & Grounds Foreman; John Viola, Parks & Grounds Irrigation Specialist; Ernest Ricciardi, Parks & Grounds Equipment Operator; William Diaz, Parks & Grounds Maintenance Worker; Tora Parker, Streets & Drainage Equipment Operator; Delvin Hart, Streets & Drainage Maintenance Worker; Larry Owens, Streets & Drainage Maintenance Repair Worker and Vontravious Jones, Streets & Drainage Maintenance Worker.
 - b. Email from Ben Murray thanking the entire Public Works Department Team for their swift response and efficiency in making a picnic table wheel chair accessible at Jaycee Park.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

- a. Approval to install holiday lighting at Marina Square by Lighting by Design, Wellington Florida in the amount of \$52,309.00 per year / three (3) years (\$156,927.00 total).
- b. Approval of request to reduce demolition fees in the amount of \$7,456.31 against 1216 Avenue E, Ft. Pierce, FL 34950, Parcel ID Number 2404-823-0013-000-7 owned by Lee R. Lachmund, 2303 E. Hildy Lane, Palm Springs, CA 92262 and contracted to Vincent Marcellino (applicant) 5625 N. W. Wawan Court, Port St. Lucie, FL 34986 to \$3,318.00 payable in 30 days. However, applicant is requesting a waiver of all charges totalling \$7,456.31, which requires a direct vote by Commission.
- c. Approval of request to reduce lot clearing fees in the amount of \$6,404.82 against 1216 Avenue E, Ft. Pierce, FL 34950, Parcel ID Number 2404-823-0013-000-7 owned by Lee R. Lachmund, 2303 E. Hildy Lane, Palm Springs, CA 92262 and contracted to Vincent Marcellino (applicant), 5625 N. W. Wawan Court, Port St. Lucie, FL 34986 to \$1,676.55 payable in 30 days. However, applicant is requesting a waiver of all charges totalling \$6,404.82, which requires a direct vote by Commission.
- d. Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed \$57,000 2020/21 Fiscal Year
- e. Request award of the 2020 Street Resurfacing Program to the low bidder, C.W. Roberts Contracting, Inc. of Palm City, Florida in an amount not to exceed \$263,948.80.
- f. Approve proposal from Beemats, New Smyrna Beach, FL, in the amount of \$105,600 for the annual harvesting, maintenance and replanting of vegetated mats at the Indian Hills Recreation Area.
- g. Approval of professional service agreement with Engineering Design & Construction, Inc. (EDC) for design of the continuation of the Florida Shared-Use Non-motorized Trail Network (SUN Trail), from Indian Hills Drive to Georgia Avenue, the section being known as the Highwayman Trail Gap in the amount of \$88,525.00.
- h. Request abandonment of recorded utility easement that was erroneously described and replace utility easement with corrected sketch and description.
- i. Approve Lease between the City of Fort Pierce and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Sovereignty Submerged Lands Fee Waived Lease Renewal.

- j. Approval of the Operation Agreement between the City of Fort Pierce and Indian River State College for a school resource officer.
- k. Approval of CRF (Coronavirus Relief Funds) Interlocal Subrecipient Agreement with St. Lucie County BOCC in the amount of \$178,000

12. **PUBLIC HEARINGS**

Any Public Comment on these Public Hearing items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:

<http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings>

- a. Legislative Hearing - Ordinance 20-029 - extending the territorial limits of the City of Fort Pierce, to include 504 Tumblin Kling Road in Fort Pierce, Florida. SECOND READING

13. **CITY COMMISSION**

- a. Submittal of applications for the Sunrise Theatre Advisory Board.
- b. Submittal of applications to fill an at-large seat of the Planning Board due to a resignation.
- c. Resolution 20-R52 establishing Wrecker Driver fees.
- d. Resolution 20-R53 establishing fees for public fingerprinting services.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

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 Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

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

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

City Commission Regular Meeting - 6:00 pm

5. a.

Meeting Date: 11/02/2020

Re:

SUBJECT:

Approval of minutes from the October 19, 2020 regular meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox

Started On: 10/28/2020 05:56 PM

Final Approval Date: 10/28/2020

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 4:30 P.M. ON MONDAY, **OCTOBER 19, 2020.**

1. CALL TO ORDER

Mayor Hudson called the October 19, 2020 Regular Meeting of the City Commission to order at 4:30 PM.

2. OPENING PRAYER - Father Bob Pope, St. Mark the Evangelist Catholic Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

Commissioner Alexander was present by telephone conference call.

5. APPROVAL OF MINUTES

- a. Approval of minutes from the October 5, 2020 regular meeting and the October 12, 2020 special meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve the minutes from the October 05, 2020 Regular Meeting, and the October 12, 2020 Special Meeting.

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

Passed

6. PROCLAMATIONS

- a. Community Planning Month
b. Hospice and Palliative Care Month

7. LETTERS TO COMMISSION

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

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

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson 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

- a. Presentation by John Tompeck, FPUA, Director of Utilities on utilities disconnections and the recent effluent discharge to the Indian River Lagoon.

Mr. John Tompeck, Director of Utilities, provided an update on the island water reclamation (WRF) facility and those discharges that took place on October 04, 2020 and October 05, 2020. Mr. Tompeck provided background information on the permitted capacity of the water reclamation facility and explained how stormwater enters the wastewater system. Approximately 170,000 gallons of fully treated, dechlorinated water were discharged on those two dates which primarily consisted of rainwater that overwhelmed the system. There was no system failure. Mr. Tompeck explained that FPUA currently is lining clay wastewater pipes at the rate of approximately one mile per year. FPUA has applied for a grant to complete the lining project. FPUA puts out a press release for events such as this, as well as a notice on the FPUA website and to social media. The City Commission will be added to the text distribution list. FPUA is currently looking at ways to prevent discharges and increase the efficiency of the pumps on the deep injection wells and additional storage areas. FPUA is currently pursuing the relocation of the island water reclamation facility off the island.

Mr. Tompeck discussed the timeline to resume electric disconnections. No disconnections have occurred for the past seven months and all late fees and penalties have been waived. Rates were also discounted. Payment plans were made available to all customers. There is still grant money available for assistance through ALPI and Mustard Seed Ministries for anyone affected by the COVID-19 pandemic. The availability of relief funds for the utilities has been advertised on the website, through social media, flyers sent with billing, and on the radio. Automatic payment plans were imposed on all delinquent accounts with no penalty or interest. Under the automatic payment plan, the minimum payment required is the current bill plus one-twelfth of the past due amount.

11. CONSENT AGENDA

- a. Accept funding for residual Justice Assistance Grant (JAG) in the amount of \$81,500.00 as approved by the Florida Department of Law Enforcement.
- b. Approve grant award for Jaykelia Weston, owner of JC Salon & Boutique, in the amount of \$10,000, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.
- c. Approval of Florida Housing Finance Corporation Subrecipient Agreement Amendment to receive Coronavirus Relief Fund (CRF) allocation in the amount of \$99,506.
- d. Approve grant award for Eugene Williams, owner of 1319 Avenue D. Fort Pierce, FL, in the amount of \$5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Commercial Facade Grant.
- e. Approval of annual/blanket purchase order for the Police Department for FY 2021 for a total budgeted amount of \$480,737.00

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

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

Passed

12. PUBLIC HEARINGS

Any Public Comment on these Public Hearing items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:

<http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings>

- a. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owner and applicant, Nancy Barsotti, for a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as 31 days. The property is located at 1040 Windward Drive, #3402 and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2507-888-0068-000-4.

City Clerk Linda Cox introduced the Application for Conditional Use with no new construction submitted by property owner and applicant, Nancy Barsotti, for a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as 31 days. The property is located at 1040 Windward Drive, #3402.

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.

Staff presentation:

Planning Director, Jennifer Hofmeister provided an overview of the proposed Application for Conditional Use with no new construction to offer lodging for less than six (6) months with a minimum rental period of thirty-one (31) days. Ms. Hofmeister provided slides to further describe the property including a location map, future land use map, and zoning map. The Planning Board has recommended approval with the addition of one additional condition, that third-party liability insurance be required. The Planning Department would like to further discuss the proposed sixth condition with the City Commission at a future meeting after more research has been done.

Staff recommends approval with the following five (5) 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 issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

Commission questions for Staff:

Commissioner Alexander inquired if the sixth requirement, as suggested by the Planning Board that will be researched further by the Planning Department and brought back before the City Commission, will be retroactive to the items on the agenda tonight. Ms. Hofmeister advised that the City of Fort Pierce does not currently have this as a condition and feels it goes above and beyond what should be required as a condition until it can be properly researched and determined appropriate to be approved as a standard condition. Commissioner Perona appreciates holding off on the sixth requirement until more research is done by the Planning Department. Commissioner Johnson also agrees on holding off on this requirement until more research is done. Mr. Mimms has suggested the Planning Department consult with the Florida League of Cities FMIT as well as the insurance consultant Cyber who have guided the City of Fort Pierce successfully for years before the City of Fort Pierce begin imposing this insurance condition.

Applicant questions for Staff:

Applicant Nancy Barsotti, sworn, was present by telephone conference call. Ms. Barsotti has been in contact with Vennis Gilmore, Planner, and City Clerk Linda Cox regarding the requirements. All conditions have been met. Ms. Barsotti is available to answer any questions.

Applicant presentation: None.

Commission questions for Applicant: None.

Public comment:

Michelle Longarzo - supports the application.

Mayor Hudson closed the public hearing.

Comments by the City Commission: None.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Item 12a. with the five (5) staff conditions.

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

Passed

- b. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Nick Danaluk, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. The property is located at 715 South Ocean Drive, Unit L, and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-504-0012-000-1.

City Clerk Linda Cox introduced the Application for Conditional Use with No New Construction submitted by property owner, Nick Danaluk, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing, and that City Attorney Peter Sweeney has read the legal requirements into the record.

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 - yes.
Commissioner Perona - yes.
Commissioner Sessions - yes.
Mayor Hudson – yes.

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.

Staff Presentation

Planning Director, Jennifer Hofmeister provided an overview of the proposed Application for Conditional Use with No New Construction for a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. Ms. Hofmeister provided slides to further describe the property including a location map, future land use map, and zoning map. The Planning Board has recommended approval with the addition of one additional condition, that third-party liability insurance be required. The Planning Department will further research and review this condition before recommending it to the City Commission.

Staff recommends approval with the following five (5) 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 issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

Commission questions for Staff: None

Applicant questions for Staff:

Ms. Longarzo, applicant, sworn, inquired if the Planning Department has any evidence of competent substantial evidence why this application should be denied. Ms. Hofmeister stated there is none.

Applicant presentation:

Ms. Longarzo has met all the proposed conditions. Ms. Longarzo stated that VRBO and Airbnb provide general liability insurance for renters.

Commission questions for Applicant:

Commissioner Johnson inquired if there is emergency lighting on the exterior. Ms. Longarzo stated there is not specific lighting, but she does show and provide emergency plans to prospective renters.

Public comment: None.

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

Comments by the City Commission: None.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Item 12b with five (5) staff conditions.

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

Passed

- c. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, Sandra Jean Ballantyne, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. The property is located at 715 South Ocean Drive, Unit B, and is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-504-0002-000-8.

City Clerk Linda Cox introduced the Application for Conditional Use with No New Construction submitted by property owner, Sandra Jean Ballantyne, and applicant, Michelle Longarzo, for Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing, and that City Attorney Peter Sweeney has read the legal requirements into the record.

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 - yes.
Commissioner Perona - yes.
Commissioner Sessions - yes.
Mayor Hudson – yes.

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.

Staff Presentation

Planning Director, Jennifer Hofmeister provided an overview of the proposed Application for Conditional Use with No New Construction submitted by property owner for a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period identified as two (2) days. Ms. Hofmeister provided slides to further describe the property including a location map, future land use map, and zoning map. The Planning Board has recommended approval with the addition of one additional condition, that third-party liability insurance be required. The Planning Department will further research and review this condition before recommending it to the City Commission.

Staff recommends approval with the following five (5) 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 issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles per unit.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

Commission questions for Staff: None.

Applicant questions for Staff:

Ms. Longarzo, applicant representative, sworn inquired if the Planning Department has any evidence of

competent substantial evidence why this application should be denied. Ms. Hofmeister stated there is none.

Applicant presentation:

Ms. Longarzo has met all the proposed conditions.

Commission questions for Applicant: None.

Public comment:

City Clerk Linda Cox read into the record comment from Charlene Adair regarding the safety and well-being of the public and occupancy limits.

Ms. Longarzo stated that the fire marshal does not have jurisdiction to require sprinklers pursuant to 80-27. Occupancy limits are determined by square footage. Background checks are vetted through the VRBO and AirBnB.

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

Comments by the City Commission: None.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Item 12c with the five (5) staff conditions.

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

Passed

- d. Legislative Hearing - Ordinance 20-029 - extending the territorial limits of the City of Fort Pierce, to include 504 Tumblin Kling Road in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 20-029

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **504 TUMBLIN KLING ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Planner Brandon Creagan provided an overview of the proposed annexation of 504 Tumblin Kling Road. Mr. Creagan provided slides to further describe the property including a site aerial map, future land use map, and zoning map. The annexation meets the standards of the City's Comprehensive Plan. Planning Staff recommends approval of the proposed annexation with future land use designation of GC and zoning of C-3. Staff recommends approval.

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

Comments by the City Commission: None.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve Ordinance No. 20-029.

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

Passed

13. CITY COMMISSION

- a. Resolution 20-R46 establishing polling places for the November general election.

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

RESOLUTION NO. 20-R46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED PRECINCT POLLING PLACES IN THE CITY OF FORT PIERCE FOR THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve Resolution 20-R46.

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

Passed

- b. Resolution No. 20-R48 determining that the structure located at 1909 N 16th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 16, 2020.

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

RESOLUTION NO. 20-R48

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 1909 N 16TH ST 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 DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES 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 NOVEMBER 16, 2020 AT 4:30 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 Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve Resolution 20-R48.

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

Passed

- c. Resolution No. 20-R49 determining that the structure located at 712 Avenue E is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 16, 2020.

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

RESOLUTION NO. 20-R49

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 712 AVENUE E 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 DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES 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 NOVEMBER 16, 2020 AT 4:30 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 Thomas Perona, seconded by Commissioner Rufus Alexander to approve Resolution 20-R49.

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

Passed

- d. Resolution 20-R51 appointing Mark Arlington to the Parks Advisory Committee as Commissioner Perona's appointee following a resignation.

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

RESOLUTION NO. 20-R51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Resolution 20-R51 appointing Mark Arlington to the Parks Advisory Committee as Commissioner Perona's appointee.

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.

Tim Gunther
Eileen Clark
Diane Williams Johnson
Tina Hedrick
Bishop Stafford Fisher
Michelle Longarzo
Rick Reed

15. COMMENTS FROM THE CITY MANAGER

Mr. Mimms summarized the infrastructure surtax update and the coronavirus reports which are attached to the agenda.

Regarding 1309 N. 19th Street discussed during public comment, Mr. Mimms will follow up on the construction activity happening at that location and will report to the City Commission his findings. The FPRA meeting to be held on October 27, 2020 is a full agenda and will include items such as the parklet program, economic and redevelopment activity, 708 N 18th Street disposition, CRA Advisory Committee recommendations, Fisherman's Wharf redevelopment, Means Court report which will include a vision for Lincoln Park, streetscape for Avenue D, utilization of the Means Court School and the Jackie Canaan Building which currently houses Lincoln Park Main Street as well as other locations. City Staff will be meeting with St. Lucie County Staff to discuss a partnership in the distribution of the Florida Housing Finance Corporation budget allocation which is in the total amount of \$283,000.00 which will be utilized for rental and mortgage assistance. The City of Fort Pierce will be partnering with St. Lucie County, Florida Division of Emergency Management, and the Florida Department of Health for a mobile testing lab which will be at the Percy Peek Gymnasium on Sunday, October 25, 2020 and at the Ilous Ellis Park on Monday, October 26, 2020 from 9:00 am to 4:00 pm to provide free COVID-19 testing.

Mr. Mimms will request that City Engineer Jack Andrews reach out to Michelle Longarzo regarding the application for driveway construction mentioned during public comment.

City Attorney Peter Sweeney reminded the City Commission that there will be no meeting on October 26, 2020, which is the reserved over-flow meeting date.

City Clerk Linda Cox followed up on Michelle Longarzo's inquiry about registering a property manager for vacation rentals. The information regarding the property manager(s) is gathered as part of the Business Tax Receipt application process and is posted in the public records section of the City's website.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander requested copies of the photo's showing the raw sewage mentioned by Michelle Longarzo. Commissioner Alexander also has concerns about the rooming house construction renovations at the 19th Street property.

Commissioner Perona has received several phone calls and congratulations regarding the new outdoor exercise corner on Indian River Drive at Seaway. Commissioner Perona discussed the Yacht Club Parking.

Commissioner Sessions expressed concerns regard COVID-19 and reminds the public to take it seriously to avoid having to shut down the amenities again. The numbers are rising again so please wear a mask and practice social distancing. Commissioner Sessions reminds everyone to get out and vote. Commissioner Sessions inquired about Brightline and Virgin Trains and if there is still interest in Fort Pierce. Mr. Mimms stated the interest is still very much there, but the operation had ceased in March or April due to COVID-19. Bringing multi-mode transportation to the City of Fort Pierce remains a priority. The Community Conversation to be hosted by Mr. Lyle Sumak is tentatively scheduled for December 17, 2020. The information gathered at the Fort Pierce Community Conversation will be utilized in building the Strategic Planning Session. Commissioner Sessions encouraged the public to attend the FPUA meeting tomorrow, October 20, 2020.

Commissioner Johnson discussed the building permit data for the current fiscal year and the numbers are great and something to be proud of. Commissioner Johnson would also like to see the numbers from the FPUA as well.

Mayor Hudson will be at the FPUA meeting and will be advocating for postponing the disconnections. Mayor Hudson was invited to a virtual Community Conversation hosted by Alleghany Franciscan Ministries about race relations and racial bias which was very informative. The St. Lucie County Unemployment has dropped to 6.7% which is below the national average. Hospitality was the hardest hit industry.

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 **7:51 PM**

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm

7. a.

Meeting Date: 11/02/2020

Re: Email from Chris Dzadoovsky

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from County Commissioner Chris Dzadoovsky expressing his appreciation of the City and County's swift response to the removal of the unusual overflow of trash from the Indian Hills Recreation Area. The following Public Works employees contributed toward the successful result: Donald Spells, Parks & Grounds Foreman; John Viola, Parks & Grounds Irrigation Specialist; Ernest Ricciardi, Parks & Grounds Equipment Operator; William Diaz, Parks & Grounds Maintenance Worker; Tora Parker, Streets & Drainage Equipment Operator; Delvin Hart, Streets & Drainage Maintenance Worker; Larry Owens, Streets & Drainage Maintenance Repair Worker and Vontravious Jones, Streets & Drainage Maintenance Worker.

Attachments

Email from Chris Dzadoovsky

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/22/2020 08:50 AM
City Manager	Nick Mimms	10/22/2020 08:50 AM
Form Started By: Jennifer Robinson		Started On: 10/21/2020 02:29 PM
Final Approval Date: 10/22/2020		

From: Chris Dzadoovsky <DzadoovskyC@stlucieco.org>

Sent: Saturday, October 17, 2020 3:57 PM

To: Nick Mimms; Linda Hudson; Howard Tipton

Subject: GREAT PROJECT BETTER COOPERATION

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. .

Madam Mayor, Mr. Mimms, Mr Tipton

Everyday I live in this community I gain a greater appreciation for it on every level. This week due to unusual circumstances one of our many treasures.... that being the Indian Hills Recreation Area was inundated with an inflow of trash. Without question our city and county teams stepped up quickly and without hesitation to develop a plan of action and to implement a successful result.

I ask that each of you recognizes these efforts and if I could get a list of names I would like to send a letter of thanks to each and everyone of these tireless staff/family members for a job well done!

Thank you!

Chris Dzadoovsky

Sent from my Sprint Samsung Galaxy S8.

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

City Commission Regular Meeting - 6:00 pm

7. b.

Meeting Date: 11/02/2020

Re: Email from Ben Murray

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Ben Murray thanking the entire Public Works Department Team for their swift response and efficiency in making a picnic table wheel chair accessible at Jaycee Park.

Attachments

Email from Ben Murray

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2020 12:55 PM
City Manager	Nick Mimms	10/11/2020 12:56 PM
Form Started By: Jennifer Robinson		Started On: 10/09/2020 05:22 PM
Final Approval Date: 10/11/2020		

Hi Mike -

About ten days ago when we were in the middle of the Jaycee Park debate I sent an email about better uses of funds than moving signs in which I pointed out some things to look at. One of those was the inability of a person in a wheelchair to get up to the table at the pavilion where the Lions Club had installed a mat down to the water so such folks could get across the sand to the water. When I went to the park the next day one of the benches had already been removed and cones were up. A day or two later everything was cleaned up and the table was accessible and usable by all. The quick response was unexpected. I want to thank you and your people for jumping in to that so quickly. I am going to post a Next Door comment on it as well. Some day I will learn not to be surprised by how efficient you guys are!!



Bruce Murray
South Hutchinson Island Florida

City Commission Regular Meeting - 6:00 pm

11. a.

Meeting Date: 11/02/2020

Re: Contract Renewal for Holiday Lighting for Marina Square, Bld No. 2018-050, Lighting by Design

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

SUBJECT:

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

SUMMARY:

The Public Works Department is seeking approval to proceed with this installation of the holiday lights at Marina Square.

This will be year three of Bid No. 2018-050 awarded by the City Commission on October 15, 2018, to Lighting by Design, Wellington, FL.

RECOMMENDATION:

The Public Works Department is recommending approval for Lighting By Design to provide Holiday lighting for Marina Square.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance & Purchasing Departments

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2021
Account: 00160005138392
Amount: \$52309.00

FISCAL IMPACT:

Per the Finance Director, funding has been budgeted for this expense and will be available to fulfill this contract.

Attachments

Holiday lighting

Form Review

Inbox

Finance Department
City Manager
City Manager
Form Started By: Mike Reals
Final Approval Date: 10/22/2020

Reviewed By

Johnna Morris
Nick Mimms
Nick Mimms

Date

10/12/2020 10:48 AM
10/22/2020 08:52 AM
10/22/2020 02:18 PM
Started On: 10/09/2020 05:56 AM

September 12, 2018



CITY OF FORT PIERCE

HOLIDAY LIGHTING FOR MARINA SQUARE

BID NO. 2018-050

ADDENDUM NO. 1

The purpose of this addendum is to extend the bid due date from 3:00 P.M. Thursday, September 13, 2018 to:

3:00 P.M., THURSDAY, SEPTEMBER 20, 2018

All other conditions of this bid remain the same.

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

Signature: _____

Manual

Signature: _____

John Noll

Typed or Printed

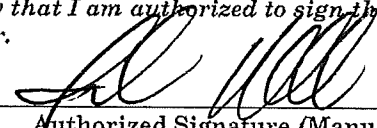
Company Name: John Noll LLC dba Ligting By Design

Address: 1922 Grantham Court

Wellington, FL 33414

Date: 9/18/2018

/gc

<p>DELIVER TO: City of Fort Pierce Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce P.O. Box 1480 Fort Pierce, FL 34954-1480 Attn: Purchasing Division, Room 101</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Bid Writer: Latonya Hubbard, (772) 467-3748</p>	<p>Bid No: 2018-050</p>
<p>Mandatory Pre-Bid Conference: N/A</p>	<p>Bid Title: HOLIDAY LIGHTING FOR MARINA SQUARE</p>
<p>Mandatory Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Location: City of Ft. Pierce Purchasing Div. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00 PM, THURSDAY, SEPTEMBER 13, 2018</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: John Noll LLC dba Lighting by Design</p> <hr/> <p>Mailing Address: 1922 Grantham Court</p> <hr/> <hr/>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Wellington, FL 33414</p>	<p>Typed or Printed Name: John Noll</p>
<p>Type of Entity (Circle One): <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship</p>	<p>Title: President</p>
<p>Incorporated in the State of: Florida Year: 2014</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number: 561-714-4233</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number: 47-1380140</p>
<p>E-Mail Address: john@johnnoll.com</p>	<p>Local Business: ___Y <input checked="" type="checkbox"/> N MWBE: ___Y <input checked="" type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



BID RESPONSE FORM



Bid Item	HOLIDAY LIGHTING FOR MARINA SQUARE		
Bid Number	2018-050	Due Date & Time	3:00 pm, Thursday September 20, 2018

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Lump Sum Total \$ \$156,927.00 for 3 years ((52,309.00 per year 2018,2019,2020)

PURCHASING CARD PROGRAM

(Please Check One)

- Do you accept the Purchasing Card (Visa)? Yes No
- Percentage of discount off bid price when payment is made with Visa: _____

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	9/12/2018

Vendor: John Noll LLC dba Lighting by Design

Address: 1922 Grantham Court

City, State, Zip Code: Wellington, FL 33414

Email Address: john@johnnoll.com

Typed Name, Title: John Noll, President

Signature *[Handwritten Signature]* Date 9/18/18

Telephone # 561-714-4233 Fax # _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check block below for applicable minority indicator:

- Asian Indian Black Asian Pacific Hispanic Native American
 Small Business Women Owned Small Disadvantage Business

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. John Noll LLC		
	2 Business name/disregarded entity name, if different from above Lighting by Design		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (Codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 1922 Grantham Court		Requester's name and address (optional) City of Fort Pierce Attn: Purchasing Department PO Box 1480 Fort Pierce, FL 34954
	6 City, state, and ZIP code Wellington, FL 33414		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[] - [] - []	[] [] [] [] [] []
or	
Employer identification number	
4 7 - 1 3 8 0 1 4 0	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 9/18/2018
------------------	----------------------------	-------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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

****LOCATED AT****
 1922 GRANTHAM CT
 WELLINGTON, FL 33414

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0185 HOLIDAY DECORATING SERVICE	NOLL JOHN JR		B18.500736 - 07/26/18	\$33.00	B40123899

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

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

B2 - 2716

LIGHTING BY DESIGN
 JOHN NOLL LLC
 1922 GRANTHAM CT
 WELLINGTON, FL 33414

**LBTR Number: 200710837
 EXPIRES: SEPTEMBER 30, 2019**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2018

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

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

PRODUCER PAYCHEX INSURANCE AGENCY 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NorGUARD Insurance Company		31470
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED
 John Noll LLC
 Lighting by Designs
 1922 Grantham Ct
 Wellington, FL 33414-8907

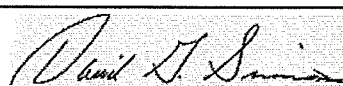
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	JOWC983164	10/09/2018	10/09/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Exclusions:
John Noll;

CERTIFICATE HOLDER City of Fort Pierce Attn: Purchasing Dept PO Box 1480 Fort Pierce, FL 34954	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/2018

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

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

PRODUCER Jacobs Insurance Agency 2328 S Congress Avenue Suite 2A West Palm Beach FL 33406	CONTACT NAME: Lauren Bichette PHONE (A/C, No, Ext): (561) 967-8400 E-MAIL ADDRESS: Lauren@jacobsfl.com FAX (A/C, No): (561) 967-9088
INSURED John Noll LLC DBA Lighting BY Design 1922 Grantham,Court Wellington FL 33414	INSURER(S) AFFORDING COVERAGE INSURER A : CAPITOL SPECIALTY INSURANCE CORP INSURER B : PROGRESSIVE EXPRESS INS COMPANY INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket A/l's <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CS18005569-01	09/05/2018	09/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		03309924-3	10/06/2017	10/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit- \$10,000 \$ Covered
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	CS18005569-01	09/05/2018	09/05/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Fort Pierce Attn: Purchasing Department P.O. Box 1480 Fort Pierce FL 34954-1480	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2018 1:26 PM

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

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

PRODUCER GEICO Insurance Agency, Inc. 1 GEICO Blvd Fredericksburg, VA 22412		CONTACT NAME: GEICO Insurance Agency, Inc. PHONE (A/C. No. Ext): 8008413000 FAX (A/C. No.): E-MAIL ADDRESS:	
INSURED JOHN NOLL LLC DBA: LIGHTING BY DESIGN 1922 GRANTHAM COURT WELLINGTON, FL 33414		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: NATIONAL LIABILITY & FIRE INSURANCE 20052 INSURER B: COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	

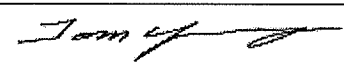
COVERAGES **CERTIFICATE NUMBER:** 390,697 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPOP AGG	\$
								\$
A	AUTOMOBILE AUTHORITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73APG081165-01	02/14/2018 10:06 AM	02/14/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000
							BODILY INJURY (Per Person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
							PIP Limit - \$10,000	Covered
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTH-ER
							E. L. EACH ACCIDENT	\$
							E. L. DISEASE - EA EMPLOYEE	\$
							E. L. DISEASE - POLICY LIMIT	\$
								\$
								\$

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

Vehicle Schedule: see attached

CERTIFICATE HOLDER CITY OF FORT PIERCE ATTN: PURCHASING DEPARTMENT PO BOX 1480 FORT PIERCE, FL 34954	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Vehicle Schedule

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2003 CHEVROLET EXPRESS CARGO 1GCFG25X931204091						
2003 CHEVROLET EXPRESS CARGO 1GCFG25X531225049						
2003 FORD F-150 1FTRX17L13NA13775						
2005 FORD F-150 1FTRF12235NC10614						



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT
Florida

DRUG~FREE WORKPLACE FORM

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

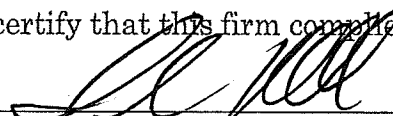
John Noll LLC dba Lighting By Design

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Proposer's Signature

9/18/2018

Date



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM

(Please print or type)

Bid Number: <u>2018-050</u> Title: <u>HOLIDAY LIGHTING FOR MARINA SQUARE</u>	
Proposer/Respondent Name: <u>John Noll LLC dba Lighting By Design</u>	
Reference Company Name: <u>GRS Management</u>	
Telephone #: <u>561-641-8554</u>	Fax #: _____
Contact Name: <u>Leslie Distefano</u>	Email: <u>LDistefano@grsmgt.com</u>

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

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

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

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

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

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



THE SUNRISE CITY

FORT PIERCE

PURCHASING DEPARTMENT *Florida*

100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
Fax: 772-467-3848

REFERENCE CHECK FORM

(Please print or type)

Bid Number: 2018-050	Title: HOLIDAY LIGHTING FOR MARINA SQUARE
Proposer/Respondent Name: John Noll LLC dba Lighting By Design	
Reference Company Name: Link Outdoor Lighting	
Telephone #: (407) 876-5566	Fax #:
Contact Name: Chuck Link	Email: chuck@linkoutdoorlighting.com

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

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THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM

(Please print or type)

Bid Number: <u>2018-050</u> Title: <u>HOLIDAY LIGHTING FOR MARINA SQUARE</u>	
Proposer/Respondent Name: <u>John Noll LLC dda Lighting by Design</u>	
Reference Company Name: <u>Let There Be Lights, Inc.</u>	
Telephone #: <u>(561) 248-9637</u>	Fax #: _____
Contact Name: <u>Dave Lockey</u>	Email: <u>masterilluminator@comcast.net</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City’s receipt of form in Bid.

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

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Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

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

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

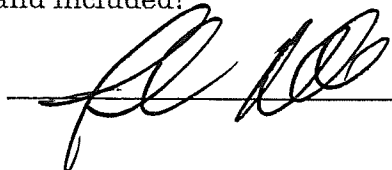
CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<u> x </u>	<u> </u>
Is Bid Response Form completed, signed and attached?	<u> x </u>	<u> </u>
Is W-9 Form completed, signed and attached?	<u> x </u>	<u> </u>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u> x </u>	<u> </u>
Include proof of proper licensing as stated in Bid documents.	<u> x </u>	<u> </u>
Include proof of proper insurance as stated in Bid documents.	<u> x </u>	<u> </u>
Bid envelope is marked accordingly.	<u> x </u>	<u> </u>
Is Drug-Free Work Place form signed and enclosed?	<u> x </u>	<u> </u>
Is Debarment form signed and enclosed?	<u> x </u>	<u> </u>
Are three (3) complete Bid packages included (one original and two copies)?	<u> x </u>	<u> </u>
Is each Bid Addendum (when issued) signed and included?	<u> x </u>	<u> </u>

PLEASE SIGN AND RETURN WITH BID _____



City Commission Regular Meeting - 6:00 pm

11. b.

Meeting Date: 11/02/2020

Re: Demolition Lien - 1216 Avenue E

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

SUBJECT:

Approval of request to reduce demolition fees in the amount of \$7,456.31 against 1216 Avenue E, Ft. Pierce, FL 34950, Parcel ID Number 2404-823-0013-000-7 owned by Lee R. Lachmund, 2303 E. Hildy Lane, Palm Springs, CA 92262 and contracted to Vincent Marcellino (applicant) 5625 N. W. Wawan Court, Port St. Lucie, FL 34986 to \$3,318.00 payable in 30 days. However, applicant is requesting a waiver of all charges totalling \$7,456.31, which requires a direct vote by Commission.

SUMMARY:

Request by applicant to waive demolition charges, interest, penalties, and fees totaling \$7,456.31.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and fees in the amount of \$4,138.31 contingent upon payment of balance in the amount of \$3,318.00 payable in 30 days.

ALTERNATIVES:

Approve staff's recommendation.
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: 2020
Fiscal Year: 2020
Amount: 3,318.00

OTHER INFORMATION:

\$3,318.00 to the general fund.

Attachments

Request

Breakdown
Contract
Property ID Card

Form Review

Inbox

City Manager

Form Started By: Colleen Greer

Final Approval Date: 10/22/2020

Reviewed By

Nick Mimms

Date

10/22/2020 08:56 AM

Started On: 10/15/2020 08:55 AM



THE SUNRISE CITY
FORT PIERCE
 CODE ENFORCEMENT
Florida

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

Date:	10/14/2020		
Property address:	1216 Avenue E		
Owner(s) of record:	LEE R Lachmund		
Mailing address:	2303 E Hildy Ln, Palm Springs, CA 92262		
Property tax ID #:	2404-823-0013-000-7		
Original purchase date:	6/19/2012	Original purchase price:	\$100.00
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Vincent Marcellino	Relationship to owner(s):	Buyer of Property
Telephone #:	954-914-5090	Mobile phone #:	760-888-6706
E-mail:	horizon-palms@hotmail.com	Preferred contact method:	
What are owner(s) intentions for property:	Sell property to Vincent Marcellino		
Are there current code violations?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)
Is property listed for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is listing price? \$4,000.00
Is property under contract for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the sale price? \$4,000.00

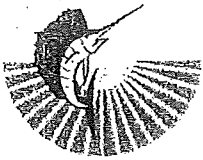
City incurred charges (lot clearing, demolition, etc)	\$ 3318.00
Administrative fees	\$ 100.00
Interest	\$ 3364.93
Penalties	\$ 673.38
TOTAL AMOUNT DUE TO CITY	\$ 7,456.31
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 7,456.31
DOLLAR AMOUNT I AGREE TO PAY	\$ - 0 -

[Handwritten Signature]

10-15-20

Signature of Owner or Representative

Date



REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 1216 AVE E

Property Owner: LEE R LACHMAND

Mailing Address: 2303 E Hildy Ln palmsprings, CA 92267

Telephone #: _____ Cell Phone #: 760-808-6706

E-Mail Address: horizon_palms@hotmail.com

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

Active lot clearing

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1216 Avenue E

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

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

I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

[Signature]
Signature of Owner or Representative

9.8.20
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. The matter will be placed before the City Commission for final determination.

Comments:

APPROVE PROCESS - NOT REQUEST

[Signature]
City Representative

10/15/20
Date

I, Vincent Marcellino, 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:

I am requesting to have all penalties be waived in order to proceed with combination of lots to bring commerce to Area for redevelopment.

Signed: [Signature]

Date: 10/14/20

Print Name: Vincent Marcellino

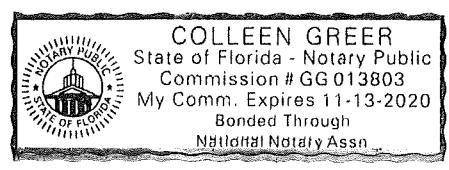
STATE OF FLORIDA
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Vincent Marcellino who acknowledged before me that the information contained herein is true and correct. He or She is is not personally known to me and has produced FL DL as identification.

SWORN TO AND SUBSCRIBED before me this 14th day of October, 2020.

Colleen Greer

Notary Public, State of Florida



MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: DEMOLITION LIEN REDUCTION

Address: 1216 Avenue E, Fort Pierce, FL

Parcel ID#: 2404-823-0013-000-7

Owner: Lee R. Lachmund / Vincent Marcellino

DATE: November 2, 2020

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	\$3,318.00	\$4,038.31	\$100.00
TOTAL	\$3,318.00	\$4,038.31	\$100.00

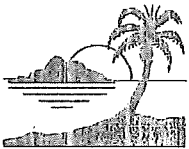
CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)

\$4,138.31

CANNOT BE WAIVED (ALL DEMOLITION COSTS)

\$3,318.00

\$7,456.31



HORIZON PALMS & NURSERY INC
5625 NW WAWAN CT
PORT SAINT LUCIE, FL 34986-3607

3921

63-8419/2670
785

DATE 8-3-20

CHECK ARMOR

PAY
TO THE
ORDER OF

St Lucie title

\$ 1000.00

one thousand do

DOLLARS

Photo
Safe
Deposit
Details on back

PNC BANK

PNC Bank, N.A. 001

FOR _____

[Handwritten signature]

⑈003921⑈ ⑆267084199⑆ 1201411505⑈

"As Is" Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1* PARTIES: LEE LACHMUND ("Seller"),
2* and VINCENT MARCELLINO ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:
6* (a) Legal description of the Real Property located in SJ LUCIE County, Florida: 2404-823-00013-000

7*
8*
9* (b) Street address, city, zip, of the Property: 1216 AVE E

10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixtures(s), and window treatment(s) unless
11 specifically excluded below.

12* Other items included are:

13*
14* Items of Personal Property (and leased items, if any) excluded are:

15*
16* II. PURCHASE PRICE (U.S. currency): \$ 4,500.00

17 PAYMENT:
18* (a) Deposit held in escrow by 1000.00 (Escrow Agent) in the amount of (checks subject to clearance) \$ 1,000.00

19* (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date \$

20* (see Paragraph III) in the amount of \$

21* (c) Financing (see Paragraph IV) in the amount of \$

22* (d) Other \$

23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
24* to adjustments or prorations \$ 3500.00

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
27* before the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTH-
28 ERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUN-
29 TEROFFER IS DELIVERED.

30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:

34* (a) This is a cash transaction with no contingencies for financing;
35* (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within days (if blank, then 30 days) after

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37* cipal amount of \$, at an initial interest rate not to exceed %, discount and origination fees not to exceed
38* % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after

39* Effective Date. Buyer shall use reasonable diligence to obtain Loan Approval and notify Seller in writing of Loan Approval by Loan
40* Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to
41 the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer

42 does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing con-
43 tingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7)
44 days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this

45 financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer
46 shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction,
47 by Closing, of those conditions of Loan Approval related to the Property;

48* (c) Assumption of existing mortgage (see rider for terms); or
49* (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).

50* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see "AS IS" Standard A for
52 terms) shall be obtained by:

53* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
54* (2) Buyer at Buyer's expense.

55* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

56* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 9.3.20 ("Closing"), unless
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record



62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____
65* _____ purpose(s).

66 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
71 visions of this Contract in conflict with them.

72* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may
73* assign but not be released from liability under this Contract; or may not assign this Contract.

74 XI. DISCLOSURES:

75* (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which
76* continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
86 TION/COMMUNITY DISCLOSURE.

87 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 XII. MAXIMUM REPAIR COSTS: DELETED

92* XIII. HOME WARRANTY: Seller Buyer N/A will pay for a home warranty plan issued by _____
93* at a cost not to exceed \$ _____

94* XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have _____ days from Effective Date ("Inspection Period") within
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

103* CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE

104* INSULATION Other Comprehensive Rider Provisions Addenda

105* Special Clause(s): _____

106* _____

107* _____

108 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy of "AS"
109 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

110 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
111 SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

112 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
113 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
114 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
115 positions of all interested persons.

116 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

117* Vincent Marcellino _____ 8-3-20 _____ (DATE) (SELLER) _____ (DATE)
118 (BUYER)

119* _____ 8-3-20 _____ (DATE) (SELLER) _____ (DATE)
120 (BUYER)

121* Buyer's address for purposes of notice _____ Seller's address for purposes of notice _____

122* _____

123* _____ Phone _____ Phone _____

124 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
125 this Contract:

126 Name: _____ Listing Broker _____
127 Cooperating Brokers, if any _____

Property Identification

Site Address: 1216 Avenue E Parcel ID: 2404-823-0013-000- Account #: 18137 Sec/Town/Range: 04/35S/40E
 Use Type: 1000 Jurisdiction: Fort Pierce Map ID: 24/04H Zoning: Neighborho

Ownership

Lee R Lachmund
 Moundir A Raif
 2303 E Hildy Ln
 Palm Springs, CA 92262

Legal Description

WALLACE'S S/D E 43 FT OF S 150 FT OF LOT 10-LESS S 5 FT-
 (OR 2815-1224; 3414-369)

Current Values

Just/Market: \$6,200 Assessed: \$6,200
 Exemptions: \$0 Taxable: \$6,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$6,200	\$6,200	\$0	\$6,200
2019	\$6,200	\$6,200	\$0	\$6,200
2018	\$6,200	\$6,200	\$0	\$6,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
07-19-2012	3414 / 0369	0116	QC	Lachmund Lee R	\$100
05-10-2007	2815 / 1224	XX01	TD	Collins (Est) Geneva	\$7,900
06-08-1992	0794 / 1407	XX01	QC	Collins Geneva	\$100

Primary Building Information

Finished Area of this building: 0 SF
 Gross Sketched Area: 0 SF

Exterior Data

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

Interior Data

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



*Wanted
 for
 front
 maintenance
 tree display*

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.14
Land Size (SF):	6,235
Total Building Count:	1

Special Features and Yard Items

Type Qty Units Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
 © Copyright 2020 Saint Lucie County Property Appraiser. All rights reserved.

*5625 N.W WAWAN CT
 PSL FL 34986*

City Commission Regular Meeting - 6:00 pm

11. c.

Meeting Date: 11/02/2020

Re: Lot Clearing Lien - 1216 Avenue E

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

SUBJECT:

Approval of request to reduce lot clearing fees in the amount of \$6,404.82 against 1216 Avenue E, Ft. Pierce, FL 34950, Parcel ID Number 2404-823-0013-000-7 owned by Lee R. Lachmund, 2303 E. Hildy Lane, Palm Springs, CA 92262 and contracted to Vincent Marcellino (applicant), 5625 N. W. Wawant Court, Port St. Lucie, FL 34986 to \$1,676.55 payable in 30 days. However, applicant is requesting a waiver of all charges totalling \$6,404.82, which requires a direct vote by Commission.

SUMMARY:

Request by applicant to waive lot clearing charges, interest, penalties, and fees totaling \$6,404.82.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and fees in the amount of \$4,728.27 contingent upon payment of balance in the amount of \$1,676.55 payable in 30 days.

ALTERNATIVES:

Approve staff's recommendation.
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: 2020
Fiscal Year: 2020
Amount: 1,676.55

OTHER INFORMATION:

\$1,676.55 to the general fund.

Attachments

Request

Breakdown
Contract
Property ID Card

Form Review

Inbox

City Manager

Form Started By: Colleen Greer

Final Approval Date: 10/22/2020

Reviewed By

Nick Mimms

Date

10/22/2020 08:57 AM

Started On: 10/14/2020 01:23 PM



THE SUNRISE CITY
FORT PIERCE
 CODE ENFORCEMENT
Florida

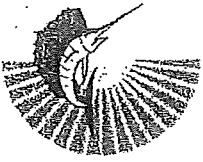
REQUEST FOR A REDUCTION OR RESCINDMENT OF
LOT CLEARING OR DEMOLITION LIEN

Date:	10/14/2020		
Property address:	1216 Avenue E		
Owner(s) of record:	LEE R Lachmund		
Mailing address:	2303 E Hildy Ln, Palm Springs, CA 92262		
Property tax ID #:	2404-823-0013-000-7		
Original purchase date:	6/19/2012	Original purchase price:	\$100.00
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Vincent Marcellino	Relationship to owner(s)	Buyer of Property
Telephone #:	954-914-5090	Mobile phone #:	760-808-6706
E-mail:	horizon-palms@hotmail.com	Preferred contact method:	
What are owner(s) intentions for property:	Sell property to Vincent Marcellino		
Are there current code violations?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Explain: (please attached notice) Active lot clearing	
Is property listed for sale?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, what is listing price?	\$4,000.00
Is property under contract for sale?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, what is the sale price?	\$4,000.00

City incurred charges (lot clearing, demolition, etc)	\$ 1676.55
Administrative fees	\$ 1900.00
Interest	\$ 2357.38
Penalties	\$ 470.89
TOTAL AMOUNT DUE TO CITY	\$ 6404.82
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ -6404.82
DOLLAR AMOUNT I AGREE TO PAY	\$ -0-

V. Lachmund
 Signature of Owner or Representative

10.15.20
 Date



REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 1216 AVE E

Property Owner: LEE R LACHMUND

Mailing Address: 2303 E HILDY LN PALMS SPRINGS, CA 92265

Telephone #: _____ Cell Phone #: 760-808-6706

E-Mail Address: horizon_palms@hotmail.com

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

Active lot clearing

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 1216 Avenue E

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

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

I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

[Signature]
Signature of Owner or Representative

9.8.20
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. The matter will be placed before the City Commission for final determination.

Comments:

APPROVE PROCESS - NOT REQUEST

[Signature]
City Representative

10/15/20
Date

I, Vincent Marcellino, 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:

I am requesting to have all penalties be waived in order to proceed with combination of lots to bring commerce to Area for redevelopment.

Signed: [Signature]

Date: 10/14/20

Print Name: Vincent Marcellino

STATE OF FLORIDA

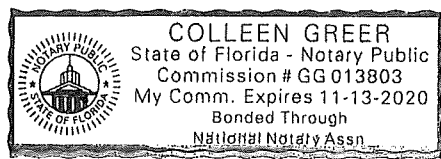
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Vincent Marcellino who acknowledged before me that the information contained herein is true and correct. He or She is is not personally known to me and has produced FL DL as identification.

SWORN TO AND SUBSCRIBED before me this 14th day of October, 2020.

Colleen Greer

Notary Public, State of Florida



MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: LOT CLEARING LIEN REDUCTION

Address: 1216 Avenue E, Fort Pierce, FL

Parcel ID#: 2404-823-0013-000-7

Owner: Lee R. Lachmund / Vincent Marcellino

DATE: November 2, 2020

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	\$1,676.55	\$2,828.27	\$1,900.00
TOTAL	\$1,676.55	\$2,828.27	\$1,900.00

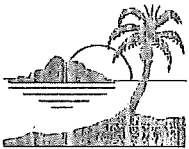
CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)

\$4,728.27

CANNOT BE WAIVED (ALL LOT CLEARING COSTS)

\$1,676.55

\$6,404.82



HORIZON PALMS & NURSERY INC
 5625 NW WAWAN CT
 PORT SAINT LUCIE, FL 34986-3607

3921

63-8419/2670
 785

DATE 8-3-20

CHECK ARMOR

PAY
 TO THE
 ORDER OF

St Lucie title

\$ 1000.00

one thousand do

DOLLARS

Photo
 Safe
 Deposit
 Details on back

PNC BANK

PNC Bank, N.A. 001

FOR _____

[Handwritten signature]

⑈003926⑈ ⑆267084199⑆ 1201411505⑈

"As Is" Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1* PARTIES: LEE LACHMUND ("Seller"),
2* and VINCENT MARCELLINO ("Buyer"),

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7*
8*
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65* _____ purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
71 visions of this Contract in conflict with them.

72* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer may assign and thereby be released from any further liability under this Contract; may
73* assign but not be released from liability under this Contract; or may not assign this Contract.

74 **XI. DISCLOSURES:**

75* (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which
76* continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
86 TION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

91 **XII. MAXIMUM REPAIR COSTS: DELETED**

92* **XIII. HOME WARRANTY:** Seller Buyer N/A will pay for a home warranty plan issued by _____
93* at a cost not to exceed \$ _____

94* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have _____ days from Effective Date ("Inspection Period") within
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

103* CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE

104* INSULATION Other Comprehensive Rider Provisions Addenda

105* Special Clause(s): _____

106* _____

107* _____

108 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS
109 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

110 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
111 SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

112 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
113 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
114 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
115 positions of all interested persons.

116 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

117* Vincent Marcellino _____ 8-3-20 _____
118 (BUYER) (DATE) (SELLER) (DATE)

119* [Signature] _____ 8-3-20 _____
120 (BUYER) (DATE) (SELLER) (DATE)

121* Buyer's address for purposes of notice _____ Seller's address for purposes of notice _____

122* _____

123* _____ Phone _____ Phone _____

124 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
125 this Contract:

126 Name: _____ Listing Broker N/A
127 Cooperating Brokers, if any _____

Property Identification

Site Address: 1216 Avenue E Parcel ID: 2404-823-0013-000-7 Account #: 18137 Sec/Town/Range: 04/35S/40E
 Use Type: 1000 Jurisdiction: Fort Pierce Map ID: 24/04H Zoning: Neighborho

Ownership

Lee R Lachmund
 Moundir A Raif
 2303 E Hildy Ln
 Palm Springs, CA 92262

Legal Description

WALLACE'S S/D E 43 FT OF S 150 FT OF LOT 10-LESS S 5 FT-
 (OR 2815-1224; 3414-369)

Current Values

Just/Market: \$6,200 Assessed: \$6,200
 Exemptions: \$0 Taxable: \$6,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$6,200	\$6,200	\$0	\$6,200
2019	\$6,200	\$6,200	\$0	\$6,200
2018	\$6,200	\$6,200	\$0	\$6,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
07-19-2012	3414 / 0369	0116	QC	Lachmund Lee R	\$100
05-10-2007	2815 / 1224	XX01	TD	Collins (Est) Geneva	\$7,900
06-08-1992	0794 / 1407	XX01	QC	Collins Geneva	\$100

Primary Building Information

Finished Area of this building: 0 SF
 Gross Sketched Area: 0 SF

Exterior Data

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

Interior Data

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



*Wanted
 for
 1/2 acre
 investment
 see display*

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.14
Land Size (SF):	6,235
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
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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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*5625 N.W. WAWAN CT
 PSL FL 34986*

City Commission Regular Meeting - 6:00 pm

11. d.

Meeting Date: 11/02/2020

Re: Approve Blanket Purchase Order for the Sunrise Theatre in the amount not to exceed \$ 57,000 - 2020/21 Fiscal Year

Submitted For: Sharon Engle, Executive Director, Sunrise Theatre

SUBJECT:

Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed \$57,000 2020/21 Fiscal Year

SUMMARY:

Approve Blanket Purchase Order in an amount not to exceed \$57,000 for vendor services to the Sunrise Theatre.

RECOMMENDATION:

Recommend approval of blanket purchase order for the 2020/21 fiscal year. This is an established vendor with whom the Sunrise Theatre does business with on a regular basis.

ALTERNATIVES:

Find and use other vendor(s) through extended procurement process

RESPONSIBLE STAFF:

Sharon Engle, Executive Director of the Sunrise Theatre

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020/21
Account: 40646005754810
Amount: 57,000

OTHER INFORMATION:

Amount budgeted in FY 2020/21

Attachments

Sunrise Theatre Blanket PO 2020/21 FY

Form Review

Inbox

Reviewed By

Date

City Manager
Finance Department
City Manager
Form Started By: Anne Satterlee
Final Approval Date: 10/28/2020

Jennifer Robinson
Johnna Morris
Nick Mimms

10/27/2020 02:58 PM
10/27/2020 03:59 PM
10/28/2020 05:11 PM
Started On: 10/15/2020 11:45 AM

*** SUNRISE THEATRE BLANKET PO'S FOR 2019/2020 FY OVER \$50,000.00 ***

57,000.00	TREASURE COAST NEWSPAPER	202533	Print/Digital Advertising for Sunrise Theatre	406-4600-575-48-10
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Req.210000135

City Commission Regular Meeting - 6:00 pm

11. e.

Meeting Date: 11/02/2020

Re: Award of 2020 Street Resurfacing Program to C.W. Roberts Contracting, Inc. - Bid No. 2020-044

SUBJECT:

Request award of the 2020 Street Resurfacing Program to the low bidder, C.W. Roberts Contracting, Inc. of Palm City, Florida in an amount not to exceed \$263,948.80.

SUMMARY:

This request is for a portion of streets identified as "POOR" to be milled, and resurfaced. A total of 1.6 miles of streets have been selected in the vicinity of Okeechobee Road and 17th Street.

Three bidders responded to the invitation to bid with C.W. Roberts Contracting, Inc., of Palm City, Florida providing the lowest and best bid in the amount of \$263,948.80.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Don't award the contract and re-bid the project in hopes of obtaining lower bids

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: SURTAX
Amount: \$263,948.80

FISCAL IMPACT:

Contract Amount to be encumbered from SURTAX funds - 1/2 cent sales tax

Attachments

Bid Tabulation
C.W. Roberts Proposal
Plans

Form Review

Inbox

Finance Department

City Manager

Form Started By: John Andrews

Final Approval Date: 10/22/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

10/19/2020 12:01 PM

10/22/2020 08:56 AM

Started On: 10/15/2020 10:24 AM



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida



City of Fort Pierce

OCT 01 2020
Engineering Dept.

**CITY OF FORT PIERCE
TABULATION OF BIDS**

BID ON:	2020 STREET RESURFACING PROGRAM
BID NUMBER:	2020-044
DATE:	9/29/20 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 16 = 18.75 %
0 "No Bids"
Total = 18.75%

"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."

VENDOR	BID BOND	ALTERNATE BID TOTAL
C.W. Roberts Contracting, Inc Palm City, FL	10%	\$263,948.80
Ranger Construction Industries, Inc. Fort Pierce, FL	10%	\$265,397.80
Pav-Co Contracting, Inc Stuart, FL	10%	\$348,015.82

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, <https://www.cityoffortpierce.com/223/Agendas-Minutes> or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

COPY

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

MAIL TO:
City of Fort Pierce Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

REVISED
CITY OF FORT PIERCE



City of Fort Pierce
OCT 01 2020
Engineering Dept.

**INVITATION TO BID
and
BIDDER ACKNOWLEDGMENT**

Bid Writer: Gelencia Carter, 772-467-3102

Bid No: 2020-044

Mandatory Site-Visit:
N/A

Bid Title:
2020 STREET RESURFACING

Mandatory Site-Visit Location:
N/A

Bid Opening Location:
Purchasing Division Conference Room, Room 101
100 North U.S. #1, 1st Floor
Ft. Pierce, Florida 34950

Bid Due Date & Time:
3:00 PM, TUESDAY, SEPTEMBER 29, 2020

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Bidder Name:

C. W. Roberts Contracting, Inc.

Mailing Address:

8530 SW Jayme Way

I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

X 
Authorized Signature (Manual)

City, State, Zip Code: Palm City, FL 34990

Typed or Printed Name: W. Todd Castleberry

Type of Entity (Select one):

Corporation

Partnership

Proprietorship

Title: Vice President /Area Manager

Incorporated in the State of: Florida **Year:** 1976

Delivery in _____ **days, After Receipt Order**

Phone Number: 772-288-0951

Payment Terms: Net 30 Days

Fax Number: 772-288-0983

FEIN or SS Number: 59-1683951

E-Mail Address: rslone@cwrcontracting.com

Local Business: Y N **MWBE:** Y N

Bid Security is attached, when required, in the amount of \$ _____

If returning as a "No Bid" state reason:

F.O.B. DESTINATION

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID RESPONSE FORM

2020 STREET RESURFACING PROGRAM

August 18, 2020

Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION/BOND	LS	1	\$15,000.00	\$15,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$13,800.00	\$13,800.00
210-1-1	ROADWAY BASE REPAIR (6" LIMEROCK)	SY	200	\$52.00	\$10,400.00
327-70-12	MILL EXISTING ASPHALT PAVEMENT (1-1/4")	SY	21,068	\$2.25	\$47,403.00
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE SP-9.5	TN	1,474	\$112.00	\$165,088.00
711-11-123	THERMOPLASTIC STANDARD WHITE SOLID (12")	LF	714	\$2.00	\$1,428.00
711-11-125	THERMOPLASTIC STANDARD WHITE SOLID (24")	LF	267	\$5.40	\$1,441.80
711-11-221	THERMOPLASTIC STANDARD YELLOW SOLID (6")	LF	9,028	\$1.00	\$9,028.00
	THERMOPLASTIC PAVEMENT MESSAGE "SCHOOL"	EA	1	\$360.00	\$360.00
TRAIL CONSTRUCTION TOTAL:					\$ \$263,948.80

OPTION FOR SUBMITTING THIS FORM

The Bid Response Form is available in Excel Format. To access the form, open Excel Attachment from the website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Include the Bid Response Form, in excel format (not pdf), on a USB drive with the rest of your submittal documents.

END OF SECTION

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. C W Roberts Contracting, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3372 Capital Circle NE	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, Florida 32308	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number																	
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Employer identification number																	
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5	9		1	6	8	3	9	5	1								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Robert Delisle</i>	Date ▶ 1-16-19
------------------	--	----------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

2020 STREET RESURFACING PROGRAM

NAME OF BIDDER: C. W. Roberts Contracting, Inc.

MAILING ADDRESS: 8530 SW Jayme Way, Palm City, FL 34990

STREET ADDRESS: 8530 SW Jayme Way, Palm City, FL 34990 (Zip Code)

PHONE NUMBER: 772-288-0951

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. <u>1</u>	Dated <u>09/24/2020</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be completed within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS bidder's bond

(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

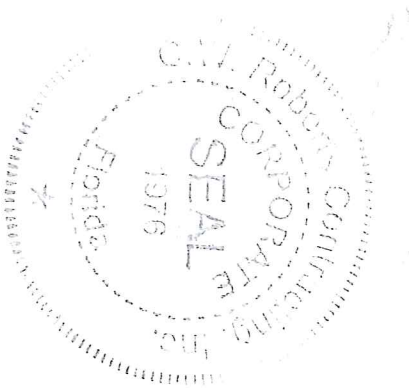
1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond

BID FORMS

**EXHIBIT "D"
SECTION 001**

- 4. Agreement
- 5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.



Bidder: C. W. Roberts Contracting, Inc.

(Type or Print)

By: *W. Todd Castleberry*

Name: W. Todd Castleberry

Title: Vice President

Dated: 09/29/2020, 2020

(Corporate Seal)

Attest
If Corporation

By: *Wanda Smart*
(Signature)

Name: Wanda Smart

Title: Contract Administrator

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

State of Florida, License # CGC 1505785, Expiration Date: 08/31/2022, General Contractor License

END OF SECTION

EXHIBIT "E"
SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 29th day of September, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

C.W. Roberts Contracting, Inc.

By:

W. Todd Castleberry
(Signature)

Name: W. TODD CASTLEBERRY

Title: Vice President

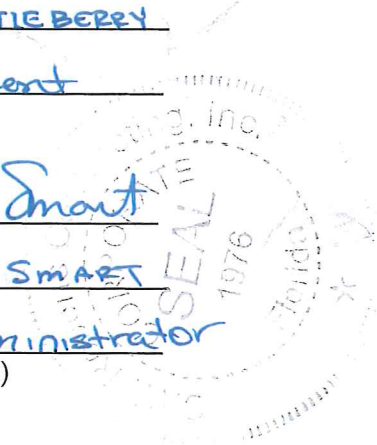
ATTEST (if corporation)

By:

Wanda Sue Smart
(Signature)

Name: WANDA SUE SMART

Title: Contract Administrator
(Corporate Seal)



SURETY

Western Surety Company

By:

Thomas J. Gentile
(Signature)

Name: Thomas J. Gentile

Title: Attorney-in-fact

(Surety Seal)

EXHIBIT "E"
SECTION 002

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Western Surety Company

Mailing Address 151 N. Franklin St.

Street Address Chicago, IL 60606

Name and Mailing and Street Fisher Brown Bottrell Insurance, Inc.

Address of Agent or 19 W. Garden St., Suite 300

Representative in Florida Pensacola, FL 32502

(if different than above) Attn: Paula Nelloms

Telephone Number of Surety (312) 822-5000

and Agent or Representative (850) 470-2675

in Florida _____

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

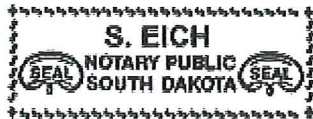
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BIDDER'S QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. C. W. Roberts Contracting, Inc.
2. Permanent Main Office address. 8530 SW Jayme Way, Palm City, FL 34990
3. When organized? 1976
4. If a corporation, where incorporated? 1976
5. How many years have you been engaged in construction under this present firm or trade name? 44
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See Attached
7. General character of work performed by you. Asphalt Paving, Site Work, Drainage, Underground Utilities
8. Have you ever failed to complete any work awarded to you? If so, where and why?
No
9. Have you ever defaulted on a contract? If so, where and why?
No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See Attached
11. List your major equipment available for this contract. See Attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See Attached
13. Background and experience of the principal members of your company, including the officers. See Attached
14. Give bank reference. Compass Bank - 15 South 20th Street, Suite 300, Birmingham, AL 35233 - John Brown - Senior Vice President - 205-297-6118
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. See Attached
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at Palm City, FL, this 29th day of September, 2020.

Contractor:

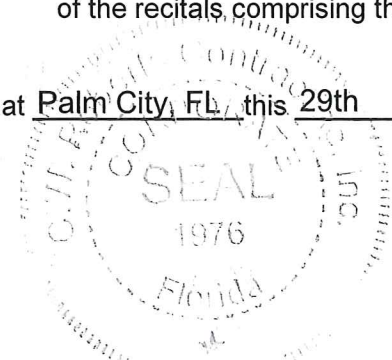
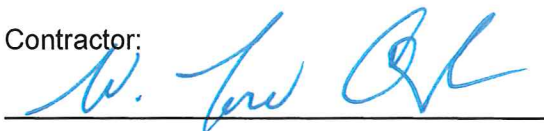
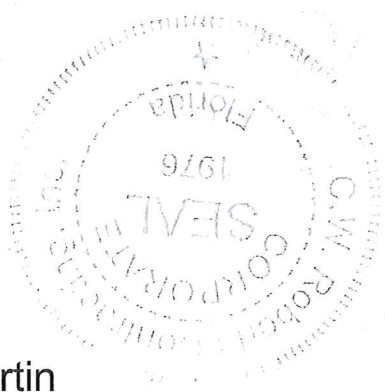


EXHIBIT "D"
SECTION 010



By W. Todd Castleberry
W. Todd Castleberry, Vice President
(Name & Title)

County of Martin
State of Florida

W. Todd Castleberry, being duly sworn, deposes and says that he is Vice President of C. W. Roberts Contracting, Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 29th day of September, 2020.

Wanda Sue Smart
Notary Public

My Commission Expires:

4/25/2022

(Seal)



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

END OF SECTION

C. W. Roberts Contracting, Inc.

Current Job List by # Order

September 28, 2020

JOB LIST KEY:

<u>Location</u>	<u>Job No.</u>	<u>Job Name</u>	<u>Contract Amount</u>	<u>Anticipated Completed Date</u>
PAL	1511541	HARBOR CHASE	\$593,268.00	12/1/2020
PAL	1511542	BURGER KING PH 2	\$272,240.08	12/1/2020
PAL	1511613	VERO MOB, MEDICAL OFFICE STEWORK PKGE	\$2,520,885.15	6/30/2021
PAL	1511622	WIDENING, MILLING AND OVERLAY ON AIA CR-4	\$6,709,661.59	10/1/2021
PAL	1511626	KINGS HIGHWAY	\$4,160,632.55	5/1/2021
PAL	1511650	T4544 US 1	\$7,134,099.86	10/1/2022
PAL	1511651	Palm Bay Unit 11, 15, 18, 23 & 56	\$6,107,152.00	9/30/2021
PAL	1511666	EASTPOINTE HOA PAVEMENT REHAB	\$399,310.00	4/1/2021
PAL	1511668	58TH AVE	\$1,883,345.00	10/1/2021

Completed Projects

1. Martin County Roadway Resurfacing 2020
Martin County BOCC
2401 SE Monterey Road
Stuart, FL 34996
Contract Date: 01/07/2020
Completed: 03/31/2020
Original Contract Amount: \$408,568.10
Completed Contract Amount: \$408,568.10

2. Island Country Estates
The Lazarus Group
1239 SW 34th Street
Palm City, FL 34990
Contract Date: 01/31/2020
Completed: 04/30/2020
Original Contract Amount: \$223,050.00
Completed Contract Amount: \$223,050.00

3. Palm Bay Unit 11 – Garvey Road
Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540
Contract Date: 04/22/2020
Completed: 09/01/2020
Original Contract Amount: \$4,084,472.00
Completed Contract Amount: \$4,573,714.42

4. Tradition Loop Road
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Contract Date: 07/30/2018
Completed: 01/01/2020
Original Contract Amount: \$3,489,747.88
Completed Contract Amount: \$3,439,463.15

5. Zone 2 Mill & Overlay
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Contract Date: 12/2/2019
Completed Date: 04/13/2020
Original Contract Amount: \$180,765.30
Completed Contract Amount: \$189,465.30

Palm City Equipment List

Type	Description	Description	Description II
Aggregate Equipment	Crawler Pavement Millers	Milling Machine, Wirtgen 2012	2012 Wirtgen W200 2012
Agricultural Tractors	Wheel Tractors	Auction, Ford 250C 1996	1996 Ford 250C Tractor
Agricultural Tractors	Wheel Tractors	Tractor, Ford 3930 2000	2000 Ford 3930
Agricultural Tractors	Wheel Tractors	Tractor, New Holland 2007	2007 New Holland TC45A
Agricultural Tractors	Wheel Tractors	Tractor, Kubota M126 2012	2012 Kubota M126X Tractor
Agricultural Tractors	Wheel Tractors	Tractor, New Holland T4 2017	2017 New Holland T4.75
Agricultural Tractors	Wheel Tractors	Tractor, Kubota M954 2011	2011 Kubota M954 Tractor
Agricultural Tractors	Wheel Tractors	Tractor, Kubota M6S	Kubota M6S Tractor
Agricultural Tractors	Wheel Tractors	Kubota MX5100F 2012	Kubota MX5100F 2012
Compaction Equipment	Vibratory Base Rollers	Auction, Ing-Rand SD45	Ing-Rand SD45
Compaction Equipment	Rubber Tire Rollers	Roller, Leeboy 420 2007	2007 Leeboy 420
Compaction Equipment	Vibratory Base Rollers	Roller, CAT CS423 2005	2005 CAT CS423
Compaction Equipment	Vibratory Base Rollers	Auction, Ing-Rand DD24	Ing-Rand DD24 Roller
Compaction Equipment	Vibratory Base Rollers	Roller, Sakai SW652 2009	2009 Sakai SW/552ND
Compaction Equipment	Vibratory Base Rollers	Roller, Hamm 3410 2011	2011 Hamm 3410 Roller
Compaction Equipment	Combination Rollers	Roller, Hamm 3307 2013	2013 Hamm 3307 Roller
Compaction Equipment	Vibratory Base Rollers	Roller, CAT CS563E 2006	2006 CAT CS563E
Compaction Equipment	Combination Rollers	Roller, Case DV45 2016	2016 Case DV45
Compaction Equipment	Vibratory Base Rollers	Roller, Bomag BW11 2005	2005 Bomag BW11RH
Compaction Equipment	Vibratory Base Rollers	Roller, CAT CS56 2007	2007 CAT CS56
Compaction Equipment	Combination Rollers	Roller, CAT CB54 2015	2015 CAT CB54
Compaction Equipment	Vibratory Base Rollers	Roller, Bomag BW11 2015	2015 Bomag BW11RH
Compaction Equipment	Combination Rollers	Roller, Hamm 3410 2013	2013 Hamm 3410 Roller
Compaction Equipment	Combination Rollers	Roller, CAT CS433 2004	2004 CAT CS433
Compaction Equipment	Vibratory Base Rollers	Roller, Bomag BW138 2019	2019 Bomag BW138AD
Crawler Tractors	Crawler Dozers	Auction, Komatsu D4 2004	2004 Komatsu D4
Crawler Tractors	Crawler Dozers	Auction, Komatsu D6 2012	2012 Komatsu D6
Crawler Tractors	Crawler Dozers	Dozer, CAT D6N 2013	2013 CAT D6N
Crawler Tractors	Crawler Dozers	Auction, CAT D6C 1972	1972 CAT D6C

Crawler Tractors	Crawler Dozers	Dozer, CAT D5G 2006	2006 CAT D5GXL
Crawler Tractors	Crawler Dozers	Auction, CAT D6D 1977	1977 CAT D6D
Crawler Tractors	Crawler Dozers	Dozer, CAT D6K2 2015	2015 CAT D6K2 LGP
Crawler Tractors	Crawler Dozers	Dozer, CAT D6N 2007	2007 CAT D6N LGP
Crawler Tractors	Crawler Dozers	Dozer, CAT D6N 2008	2008 CAT D6N LGP
Crawler Tractors	Crawler Dozers	Dozer, CAT D6K2 2018	2018 CAT D6K2 LGP
Crawler Tractors	Crawler Dozers	Dozer, Komatsu 61PX 2016	2016 Komatsu 61PX
Excavation Equipment	Crawler Mini Excavators	Excavator, Komatsu PC35	Komatsu PC35
Excavation Equipment	Crawler Hydraulic Excavat	Auction, Kobelco SK220 1993	1993 Kobelco SK220 1993
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, CAT 325DL 2008	2008 CAT 325DL Excavator
Excavation Equipment	Crawler Hydraulic Excavat	Auction, Daewoo SL220	SL220LC
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, Komatsu PC360 2012	2012 PC360 Komatsu
Excavation Equipment	Crawler Hydraulic Excavat	Auction, CAT 330DL 2006	2006 CAT 330DL Excavator
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, Case CX135 2011	2011 Case CX135 Excavator
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, Komatsu PC290 2014	2014 PC290 Komatsu
Excavation Equipment	Crawler Hydraulic Excavat	Auction, CAT 325DL 2006	2006 CAT 325DL Excavator
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, CAT 336EL 2013	2013 CAT 336EL Excavator
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, Case CX135 2010	2010 Case CX135SR Excavat
Excavation Equipment	Crawler Mini Excavators	Excavator, Bobcat E63 2017	2017 Bobcat E63 Mini
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, Komatsu PC210 2017	2017 PC210 Komatsu
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, Komatsu PC490 2015	2015 PC490 Komatsu
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, CAT 336FL 2018	2018 CAT 336FL Excavator
Excavation Equipment	Crawler Hydraulic Excavat	Excavator, CAT 305.5E 2015	2015 CAT 305.5E
Graders	Motor Graders	Motorgrader, Cat 12H 2004	2004 Cat 12H Motorgrader
Graders	Motor Graders	Auction, Cat 120G 1992	1992 Cat 120G Motorgrader
Graders	Motor Graders	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader
Graders	Motor Graders	Motorgrader, Cat 12H 2006	2006 Cat 12H Motorgrader
Graders	Motor Graders	Motorgrader, Cat 140H 2006	2006 Cat 140H Motorgrader
Graders	Motor Graders	Motorgrader, Cat 12H 2003	2003 Cat 12H Motorgrader
Graders	Motor Graders	Motorgrader, Cat 135H 2006	2006 Cat 135H Motorgrader
Miscellaneous Equipment	Misc. Equipment	Pressure Washer, Honda 4000	Honda 4000 PSI
Miscellaneous Equipment	Misc. Equipment	Wacker, Vibratory Tamp 2013	2019 Tamp
Miscellaneous Equipment	Misc. Equipment	Pump, New Holland 12" 2002	2002 Hew Holland Pump 12"
Miscellaneous Equipment	Misc. Equipment	Champion Model 1000	Champion Model 1000

Miscellaneous Equipment	Misc. Equipment	Hobart Welder 2000	Hobart Welder 2000
Miscellaneous Equipment	Misc. Equipment	North Star Power 2012	North Star Power 2012
Miscellaneous Equipment	Misc. Equipment	Bobcat Hydraulic Clamp 2012	Bobcat Hydraulic Clamp 20
Miscellaneous Equipment	Misc. Equipment	Nissan CPF02A20V 1985	Nissan CPF02A20V 1985
Miscellaneous Equipment	Misc. Equipment	Forklift, Toyota 7FGU30 2005	2005 Toyota 7FGU20 Forklii
Miscellaneous Equipment	Misc. Equipment	Miscellaneous PAL	GAS
On-Highway Trailers	Lowboys, Unknown Type	Lowboy Trailer, Globe 2008	2008 Globe
On-Highway Trailers	Lowboys, Unknown Type	Lowboy Trailer, Landoll 2003	2003 Landoll 660
On-Highway Trailers	Lowboys, Unknown Type	Lowboy Trailer, TrailKing 2001	Trail King TK110 2001
On-Highway Trailers	Lowboys, Unknown Type	Auction Landoll 1988	Landoll 325 1988
On-Highway Trailers	Miscellaneous Trailers	Trailer, TrailKing 1999	TrailKing Trailer 1999
On-Highway Trailers	Miscellaneous Trailers	Auction, DORS 1999	DORS Trailer 1999
On-Highway Trailers	Asphalt Distributor Trail	Trailer, Leeboy 2005	Leeboy L500T 2005
On-Highway Trailers	Asphalt Distributor Trail	Trailer, Leeboy 1999	Leeboy L500T 1999
On-Highway Trailers	Miscellaneous Trailers	Trailer, DMB 2005	DMB 7x20 EQ 2005
On-Highway Trailers	Miscellaneous Trailers	Trailer, Load Trail 2010	Load Trail 2010
On-Highway Trailers	Miscellaneous Trailers	Trailer, Triple Crown 2016	Triple Crown 2016
On-Highway Trailers	Miscellaneous Trailers	Trailer, RORU 2017	RORU Trailer 2017
On-Highway Trailers	Miscellaneous Trailers	Trailer, RORU 2017	RORU Trailer 2017
On-Highway Trucks	Mechanic/Utility Trucks	William Hedrick, 2003 GMC 7500	2003 GMC 7500
On-Highway Trucks	Mechanic/Utility Trucks	Auction, 2011 Ford F550 4X4	2011 Ford F550 4X4
On-Highway Trucks	Mechanic/Utility Trucks	Joey Short, 2014 Ford F550	2014 Ford F550
On-Highway Trucks	Mechanic/Utility Trucks	Auction, 2007 Ford F350	2007 Ford F350
On-Highway Trucks	Flatbed Trucks	Jenir Ramirz, 16 Chevy Silverad	2016 Silverado Flatbed
On-Highway Trucks	Flatbed Trucks	Joanquin Mac, 16 Chevy Silverad	2016 Silverado Flatbed
On-Highway Trucks	Flatbed Trucks	Jennifer Darrell, 17 Chevy 3500	2017 Silverado Flatbed 35
On-Highway Trucks	Flatbed Trucks	Shop Spare, 1997 Ford F350	1997 Ford F350 Flatbed
On-Highway Trucks	Flatbed Trucks	Auction, 1999 Ford F350	1999 Ford F350 Flatbed
On-Highway Trucks	Flatbed Trucks	Auction, 2005 Ford F550	2005 Ford F550 Flatbed
On-Highway Trucks	Bare Chassis	Roll Off, Peterbilt PB348 19	2019 Peterbilt Roll Off
On-Highway Trucks	Bare Chassis	Roll Off, Mack GU813 2015	2015 Mack GU813 2015
On-Highway Trucks	Service Trucks	Paul Haley, Peterbilt 348 2015	2015 Peterbilt w/ Curry B
On-Highway Trucks	Service Trucks	Auction, 4M-4510 1968	Deuce and a half
On-Highway Trucks	Water Trucks	Water Truck, International 01	International 4700 2001

On-Highway Trucks	Water Trucks	Water Truck, Sterling 2001	Sterling M7500 2001
On-Highway Trucks	Water Trucks	Water Truck, Chevy 1996	Chevy 1996
On-Highway Trucks	Water Trucks	Water Truck, Ford F600 1981	Ford F600 1981
On-Highway Trucks	Water Trucks	Water Truck, Ford 1997	Ford 1997
On-Highway Trucks	Water Trucks	Water Truck, Ford 1987	Ford 1987
On-Highway Trucks	Asphalt Distributors	Distributor, Pete/leeboy 2017	Pete/leeboy 2017
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU713 2012	2012 Mack GU713
On-Highway Trucks	Dump Trucks	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365
On-Highway Trucks	Dump Trucks	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365
On-Highway Trucks	Dump Trucks	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU713 2017	2017 Mack GU713
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU713 2017	2017 Mack GU713
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU813 2015	2015 Mack GU813
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU813 2015	2015 Mack GU813
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU813 2015	2015 Mack GU813
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU713 2018	2018 Mack GU713
On-Highway Trucks	Dump Trucks	Dump Truck, Mack GU713 2018	2018 Mack GU713
On-Highway Trucks	Dump Trucks	Dump Truck, Kenworth T800 2020	2020 Kenworth T800
On-Highway Trucks	Dump Trucks	Dump Truck, Kenworth T800 2020	2020 Kenworth T800
On-Highway Trucks	Tractor Trucks	Tractor Trk, Peterbilt 388 13	2013 Peterbilt 388
On-Highway Trucks	Tractor Trucks	Tractor Trk, Mack 2007	2007 Mack CHN613
On-Highway Trucks	Tractor Trucks	Tractor Trk, Kenworth 2020	2020 Kenworth T800
Paver 10ft	Rubber Tire Pavers	Paver, Roadtec RP190 2017 10ft	2017 Roadtec RP190 10ft
Paver 10ft	Crawler Pavers	Paver, Weiler P385B 2018	2018 Weiler P385B
Paver 8ft	Rubber Tire Pavers	Paver, Cat AP600D 2012 8FT	2012 Cat AP600D Paver
Pickups	Flatbed Trucks	Jeff Duarte, 2015 F350 Flatbed	2015 F350 Flatbed
Pumps	Centrifugal Pumps	Pump, Gorman Rupp 8" 2005	2005 8" Gorman Rupp D400
Pumps	Centrifugal Pumps	Pump, New Holland 6" 2007	2007 6" New Holland Pump
Pumps	Diaphragm Pumps	Pump, Thompson Well Point 12"	12" Thompson Well Point P
Pumps	Diaphragm Pumps	Pump, Thompson Jet Pump 6"	6" Thompson Jet Pump
Road Maintenance Equipmen	Reclaimers/Stabilizers	Mixer, Bomag 1000 1990	1990 Bomag 1000 Mixer
Road Maintenance Equipmen	Self-Propelled Pavement B	Broom, Ford 250C 1993	1993 Ford 250C
Road Maintenance Equipmen	Self-Propelled Pavement B	Broom, Kubota 8HC 2006	2006 Kubota 8HC Broom
Road Maintenance Equipmen	Self-Propelled Pavement B	Broom, Kubota MX5200 2014	2014 Kubota MX5200 Sweepe

Scrapers & Box Blades	Elevating Scrapers	Auction, Cat 613C 1986	1986 Cat 613C Scraper
Scrapers & Box Blades	Elevating Scrapers	Scrapper, Cat 613C 1996	1996 Cat 613C Scraper
Skid Steer Loaders	Skid Steer Loaders	Tractor, Kubota SVL75 MTL 12	2012 Kubota MTL
Skid Steer Loaders	Skid Steer Loaders	Tractor, CAT 299D 2013	2013 CAT 299D MTL
Skid Steer Loaders	Skid Steer Loaders	Tractor, Kubota SVL95 2016	2016 Kubota SV95 MTL
Skid Steer Loaders	Skid Steer Loaders	Tractor, Bobcat T590 T4 2017	2017 Bobcat T590 T4
Skid Steer Loaders	Skid Steer Loaders	Tractor, Bobcat T650 T4 2017	2017 Bobcat T650 T4
Skid Steer Loaders	Skid Steer Loaders	Tractor, CAT 262D 2017	2017 CAT 262D MTL
Skid Steer Loaders	Skid Steer Loaders	Tractor, CAT 289D 2019	2019 CAT 289D MTL
Tractor-Loader-Backhoes	Tractor-Loader-Backhoes	Loader/Backhoe, JD 310 2006	2006 JD 310SG Loader/Back
Wheel Loaders	Wheel Loaders	Loader, JD 624H 2001	2001 JD 624H Loader
Wheel Loaders	Wheel Loaders	Auction, Komatsu WA250 2001	2001 Komatsu WA250
Wheel Loaders	Wheel Loaders	Loader, Hyundai HL757 2014	2014 Hyundai HL757 Loader
Wheel Loaders	Wheel Loaders	Loader, JD 624H 2002	2002 JD 624H Loader
Wheel Loaders	Wheel Loaders	Loader, JD 544J 2005	2005 JD 544J Loader
Wheel Loaders	Wheel Loaders	Loader, Komatsu WA250 2006	2006 Komatsu WA250
Wheel Loaders	Wheel Loaders	Auction, CAT 950F 1996	1996 CAT 950F
Wheel Loaders	Wheel Loaders	Loader, JD 644J 2007	2007 JD 644J
Wheel Loaders	Wheel Loaders	Loader, CAT 938G 2005	2005 CAT 938G
Wheel Loaders	Wheel Loaders	Loader, Komatsu WA270 2014	2014 Komatsu WA270
Wheel Loaders	Wheel Loaders	Loader, CAT 930K 2014	2014 CAT 930K Loader
Wheel Loaders	Wheel Loaders	Loader, CAT 950K 2012	2012 CAT 950K Loader
Wheel Loaders	Wheel Loaders	Loader, CAT 930K 2014	2014 CAT 930K Loader
Wheel Loaders	Wheel Loaders	Loader, JD 544K 2013	2013 JD 544K Loader
Wheel Loaders	Wheel Loaders	Loader, CAT 928G 2006	2006 CAT 928G Loader
Wheel Loaders	Wheel Loaders	Loader, Komatsu WA270 2018	2018 Komatsu WA270
Wheel Loaders	Wheel Loaders	Loader, Komatsu WA250 2011	2011 Komatsu WA250
Wheel Loaders	Wheel Loaders	Loader, JD 544L 2019	2019 JD 544L Loader

Similar Projects

1. Mapp Road Reconstruction
Martin County BOCC
2401 SE Monterey Road
Stuart, FL 34996
Contract Date: 07/18/2017
Completed: 09/06/2018
Original Contract Amount: \$851,815.00
Completed Contract Amount: \$870,820.41
2. FDOT Miscellaneous Asphalt Repairs (2 Year Contract)
Florida Department of Transportation
3400 W. Commercial Boulevard
Fort Lauderdale, FL 33309
Contract Date: 03/12/2014
Completed: 03/11/2016
Original Contract Amount: \$288,745.94
Completed Contract Amount: \$401,559.54
3. Martin County Roadway Resurfacing 2020
Martin County BOCC
2401 SE Monterey Road
Stuart, FL 34996
Contract Date: 01/07/2020
Completed: 03/31/2020
Original Contract Amount: \$408,568.10
Completed Contract Amount: \$408,568.10

Robert Flowers

President

As a recognized leader in the construction industry, Robert Flowers has spent more than 35 years in both the private and public construction sector. He began his career in 1983 as a Project Engineer with a heavy civil contracting firm. He has a proven track record of managing significant construction and asphalt plant operations. Before joining C.W. Roberts Contracting, Inc., Robert previously served as vice president at Construction Partners, Inc. and Barlovento, where he managed multi-million dollar federal and state construction projects. During his tenure as Vice President, he increased corporate revenue, managed estimating departments, and implemented successful safety programs. Robert studied building science at Auburn University and is a Licensed General Contractor with the state of Florida, Georgia, and Virgin Islands.

Robert Delisle

Secretary / Chief Financial Officer

Before joining C.W. Roberts Contracting, Inc., Robert Delisle served as a Senior Financial Analyst and Vice President for both a manufacturing and an asphalt corporation. He has over 25 years of extensive accounting experience and possesses exceptional skills in forecasting, budgeting and analysis, and performance management. During his tenure as Vice President and Controller of APAC-Savannah District, Robert led and managed accounting departments for a \$150M division in three market areas; with approximately 400 employees and 11 asphalt plants. He has a successful history of short and long-term strategic planning, delivering new policies and programs, and managing organizational changes. Robert received his Bachelor of Science in Business and Accounting at the University of Lowell.

Chris Riley

Panama City & Freeport Divisions / Area Manager & Vice President

Chris Riley joined C.W. Roberts Contracting, Inc. in 2002 as an Estimator in heavy highway construction and site work. Over the years, Riley has served as Chief Estimator and Project Manager and has developed strong expertise in operations, scheduling, negotiations, and client relations. Chris has managed multi-million dollar contracts throughout the state of Florida. He has proven success as a Construction Design-Build Coordinator with extensive experience in Design-Build projects and FDOT procedures. He is also well versed in USACE, DOD procurement, and construction requirements. He received his Bachelors of Science in civil engineering at Auburn University.

Stuart Savoy

Wildwood & Plant City Divisions / Area Manager & Vice President

Stuart Savoy carries 20 years of experience as a Project Manager in the private construction industry. Stuart joined C.W. Roberts Contracting, Inc. in 2003 as a Project Manager and was quickly promoted to Area Manager. He has developed strong expertise on successfully completing projects, estimating, financial tracking, and monthly budgets. Throughout his professional career, he has completed projects valued over 26 million. Stuart received his bachelors degree in Building Construction at the University of Florida and is a Certified General Contractor with the state of Florida.

Jimmy Strain

Tallahassee & Hosford Divisions / Area Manager & Vice President

Jimmy Strain joined C.W. Roberts Contracting, Inc. in 2016 and brings over 43 years of experience within the road construction industry. After graduating from Auburn University, Jimmy quickly began his career in construction and acquired his Professional Engineering Licenses with the state of Florida and Georgia. From 2002 to 2011, Jimmy was the Division President of APAC and managed the Gulf Coast divisions. As the Area Manager of C.W. Roberts Contracting, Inc., he provides wide-ranging experiences within operations, estimating, project scheduling, and client relations.

Todd Castleberry

Okeechobee & Palm City Divisions / Area Manager & Vice President

Todd Castleberry joined C.W. Roberts Contracting, Inc. in 2015 as an Estimator in highway construction and carries over 25 years of experience as a Project Manager and Superintendent in the construction and grading industry. He has developed strong expertise in bidding and negotiation, scheduling, operations, and customer relations. Throughout his professional career, he has managed both municipal and FDOT projects valued up to 40 million. Todd studied Construction Management at Chattanooga State Community College.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended September 30, 2019

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____.

Commission file number: 001-38479

CONSTRUCTION PARTNERS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

26-0758017
(I.R.S. Employer Identification Number)

290 Healthwest Drive, Suite 2
Dothan, Alabama 36303
(Address of Principal Executive Offices) (ZIP Code)
(334) 673-9763
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>
Class A common stock, par value \$0.001	ROAD	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

- | | | | |
|-------------------------|-------------------------------------|---------------------------|-------------------------------------|
| Large accelerated filer | <input type="checkbox"/> | Accelerated filer | <input checked="" type="checkbox"/> |
| Non-accelerated filer | <input type="checkbox"/> | Smaller reporting company | <input checked="" type="checkbox"/> |
| Emerging growth company | <input checked="" type="checkbox"/> | | |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

W. Todd Castleberry, being first duly sworn, deposes and says:

That he/she is Vice President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

C. W. Roberts Contracting, Inc.
(Firm Name)

By: *W. Todd Castleberry*
Title: Vice President

Subscribed and sworn to before me this 29th
day of September, 2020

Wanda Sue Smart
Notary Public

My Commission expires: (Seal)
4/25/2022

END OF SECTION



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

PUBLIC ENTITY AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2020-024 for C. W. Roberts Contracting, Inc..
2. This sworn statement is submitted by C. W. Roberts Contracting, Inc.
(name of entity submitting sworn statement)
whose business address is 8530 SW Jayme Way, Palm City, FL 34990
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1683951
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is W. Todd Castleberry my relationship to the entity
(please print name of individual signing)
named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

EXHIBIT "D"
SECTION 012

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND (Please indicate which additional statement applies.)**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

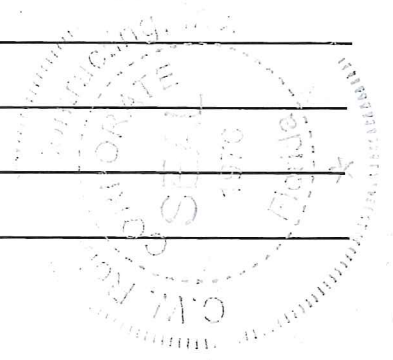
The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: W. Taylor

Date: 09/29/2020

STATE OF Florida

COUNTY OF Martin



PERSONALLY APPEARED BEFORE ME, the undersigned authority,

W. Todd Castleberry who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 29th day of September, 2020.

Wanda Sue Smart

NOTARY PUBLIC SEAL:



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

My commission expires: 4/25/2022



END OF SECTION


CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

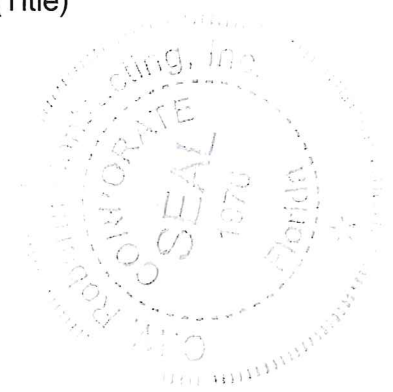
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: September 29th, 2020

Official Address
(Including Zip Code):
8530 SW Jayme Way
Palm City, FL 34990

By: 
Vice President
(Title)

END OF SECTION



TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2020-044

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Ten Dollars and Zero Cents _____ Dollars
(Written)
\$10.00 _____
(Figures)

3. The amount listed above has been included within the Base Bid.

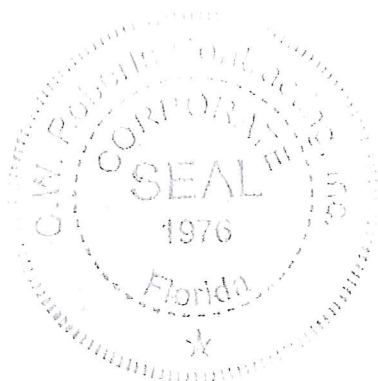
Certified: C. W. Roberts Contracting, Inc.
(Company-Contractor) By: W. Todd Castleberry
(Vice President's Signature)
W. Todd Castleberry
(Vice President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 29th day of September, 2020.

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION



DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
C. W. Roberts Contracting, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

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



Proposer's Signature

09/29/2020

Date

END OF SECTION



September 24, 2020



CITY OF FORT PIERCE

2020 STREET RESURFACING PROGRAM

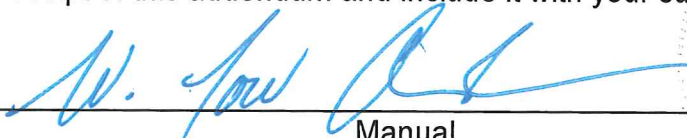
BID NO. 2020- 044

ADDENDUM NO. 1

The purpose of this addendum is to advise interested bidders that minor changes were inadvertently overlooked in preparation of the documents. Please disregard the original document and use the attached document.

All other conditions of this bid remain the same.

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

Signature: 
Manual

Signature: W. Todd Castleberry
Typed or Printed

Company Name: C. W. Roberts Contracting, Inc.

Address: 8530 SW Jayme Way, Palm City, FL 34990

Date: 09/29/2020

/gm

Attachment

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

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0048204 License # 21-00031022

Amount Paid: \$25.00 Issued: August 04, 2020

C.W. ROBERTS CONTRACTING, INC.

Comp Card Expires: September 30, 2021
State License Expires: CGC1505785 08/31/22
Worker's Comp Expires: 31WC18930204 10/01/20
Liability Ins. Expires: 31PKG8930304 10/01/20

FLOWERS, ROBERT POWELL

3372 CAPITAL CIRCLE NE

TALLAHASSEE FL 32308



C.W. ROBERTS CONTRACTING, INC.

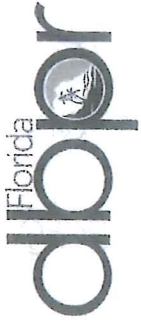
3372 CAPITAL CIRCLE NE

TALLAHASSEE FL 32308

Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2022

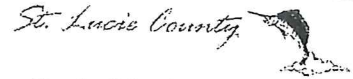
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

County Certification Number: 31111



Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Flowers, Robert P
C.W. Roberts Contracting Incorporated
3372 Capital Circle Ne
Tallahassee, FL 32308

Class Code: GENERAL – CERTIFIED

License Type: COUNTY CERTIFICATION

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to **maintain** this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

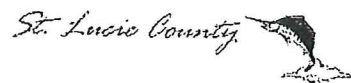
Expiration Date: 8/31/2020

Danielle Williams

Wallet Contractor ID Card

Cut to fit, then fold in half

IDENTIFICATION CARD



County Certification Number 31111
Class Code: GENERAL – CERTIFIED

This is to certify that FLOWERS, ROBERT P, C.W. ROBERTS CONTRACTING INCORPORATED has been issued a County Certificate in St. Lucie County, beginning on 3/11/2019 and ending on 8/31/2020, unless license is revoked.

Danielle Williams

Authorized Licensing Official

Contractor Licensing: (772) 462-1672
Contractor Fax Line: (772) 462-1148
Automated Inspection Line: (866) 284-1280
Inspection Line: (772) 462-2172

MARTIN COUNTY

2020 - 2021

Account 1989-275-0670 Cert
Category 275 Sic No 238910
Phone (772)288-0951
Location 8540 SW JAYME WAY

Lic Fee 26.25
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00

TOTAL 26.25

FLOWERS, ROBERT P

C.W. ROBERTS CONTRACTING, INC

C.W. ROBERTS CONTRACTING, INC
8530 SW JAYME WAY
PALM CITY, FL 34990

Has satisfied requirements to engage in the business profession or occupation of
or occupation of 275 LOT GRADING/TRACTOR SERVICE

at location listed for the period beginning on

September 02, 2020

AND ENDING September 30, 2021

807-19-00263835 PAID



2020 - 2021

Account 1989-275-0670 Cert
Category 275 Sic No 238910
Phone (772)288-0951
Location 8540 SW JAYME WAY

Lic Fee 26.25
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00

TOTAL 26.25

FLOWERS, ROBERT P

C.W. ROBERTS CONTRACTING, INC

C.W. ROBERTS CONTRACTING, INC
8530 SW JAYME WAY
PALM CITY, FL 34990

Has satisfied requirements to engage in the business profession
or occupation of 275 LOT GRADING/TRACTOR SERVICE

at location listed for the period beginning on

September 02, 2020

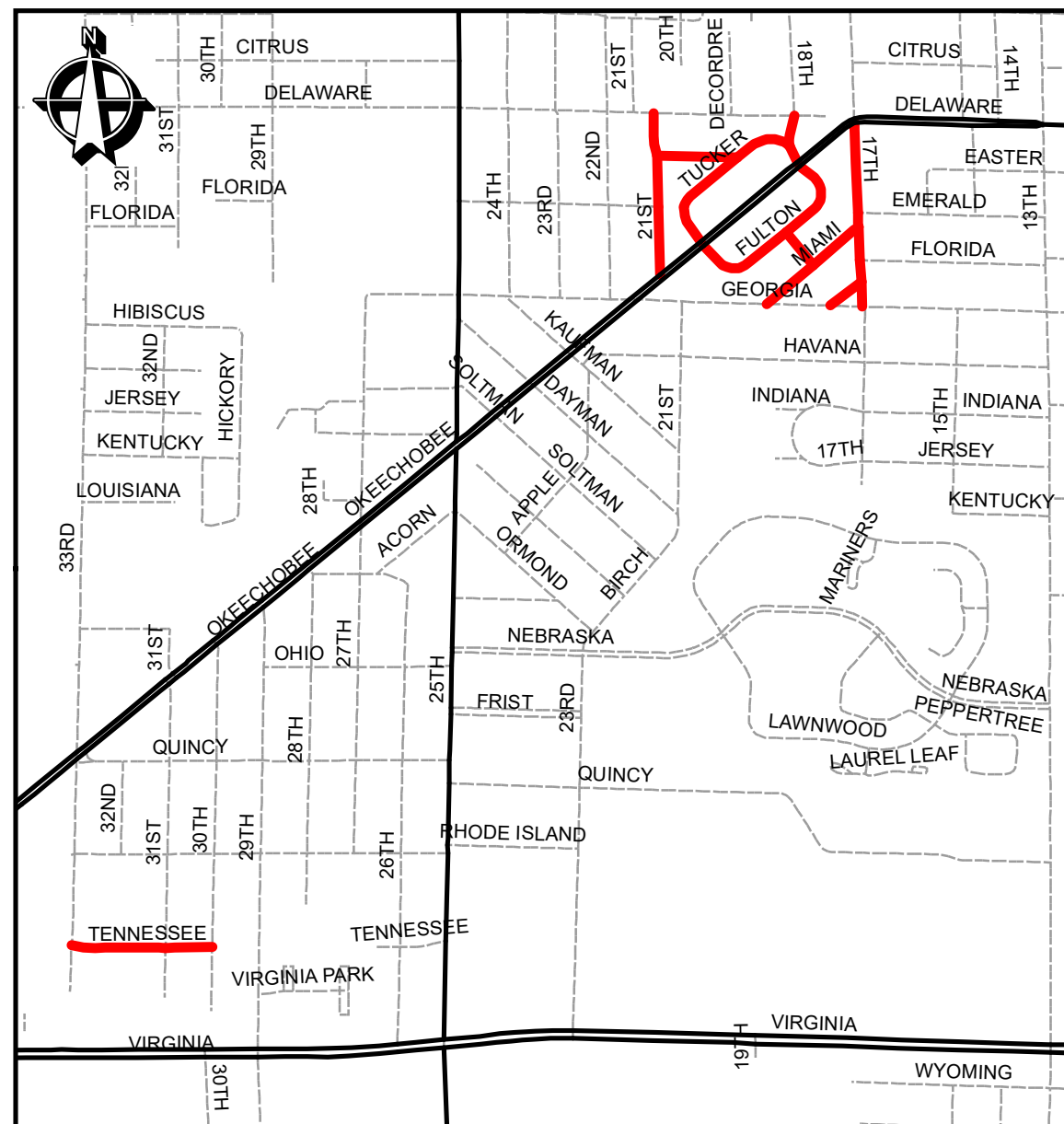
AND ENDING September 30, 2021

807-19-00263835 PAID

CITY OF FORT PIERCE

DEPARTMENT OF ENGINEERING

2020 STREET RESURFACING PROGRAM

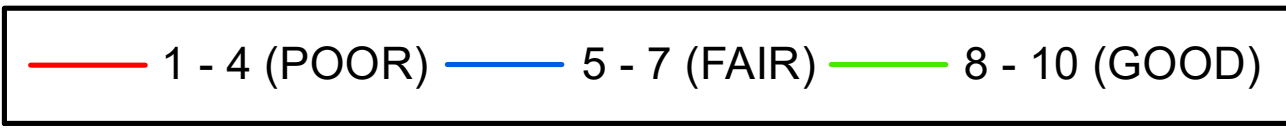
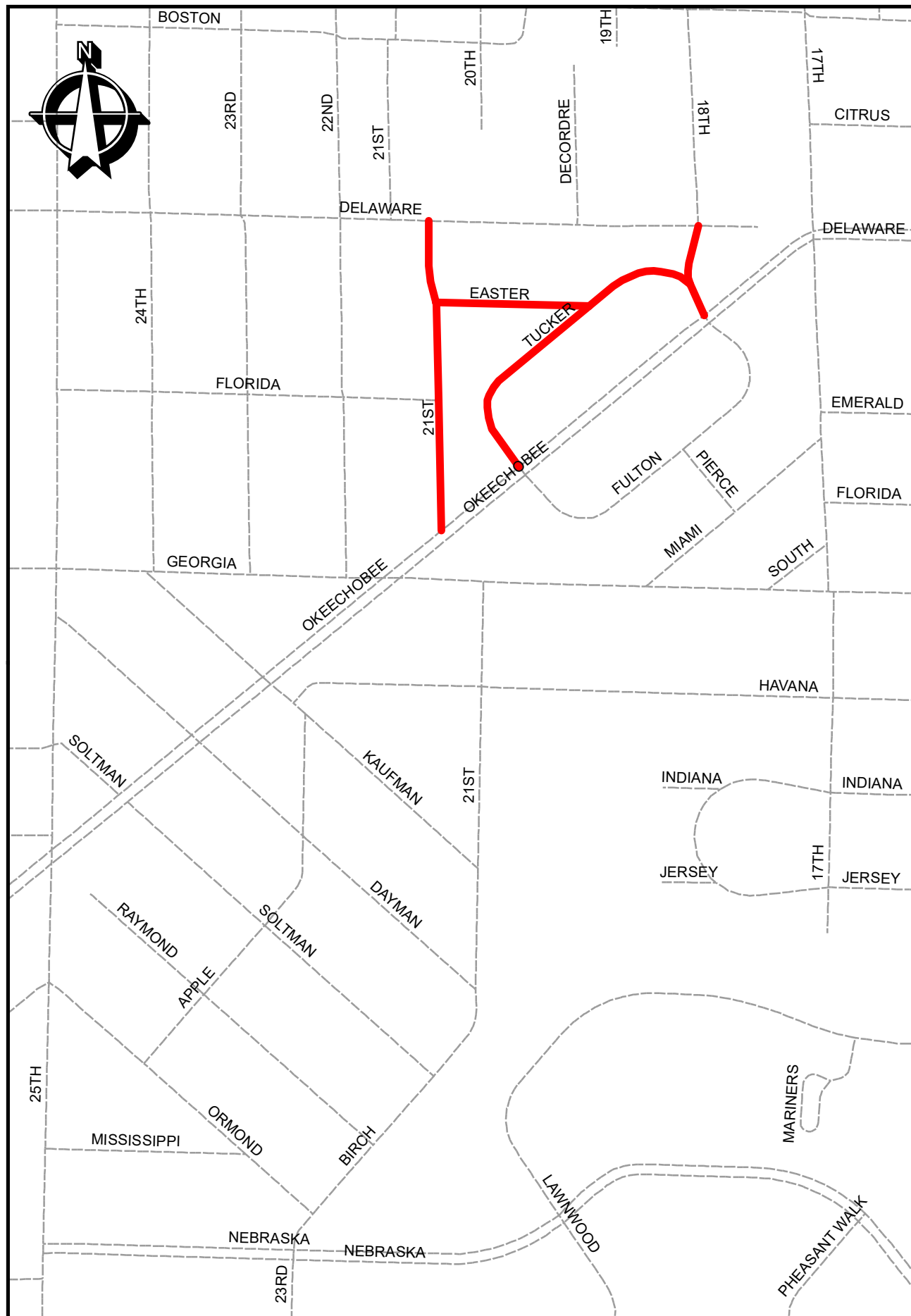


LOCATION MAP

INDEX:

COVER SHEET	1 OF 5
PLAN SHEET	2 OF 5
PLAN SHEET	3 OF 5
PLAN SHEET	4 OF 5
DETAIL SHEET	5 OF 5





18TH STREET

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
18TH STREET	OKEECHOBEE ROAD	TUCKER COURT	37	125.48	4642.85
18TH STREET	TUCKER COURT	OKEECHOBEE ROAD	37	222.72	8240.58
Sum LENGTH	348.2	Sum AREA		12883.43	

21ST STREET

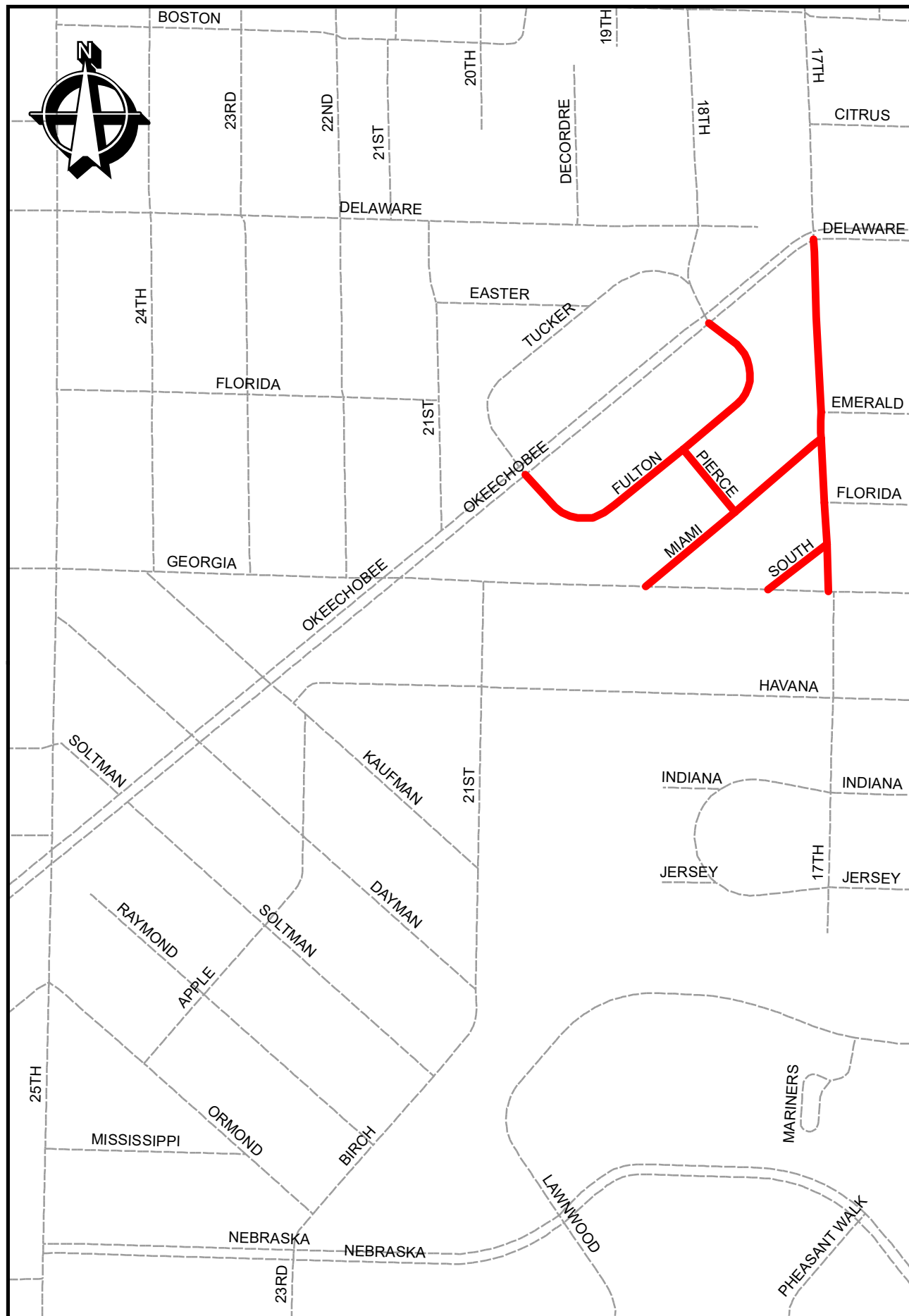
STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
21ST STREET	EASTER AVENUE	DELAWARE AVENUE	22	304.84	6706.41
21ST STREET	FLORIDA AVENUE	EASTER AVENUE	22	361.71	7957.73
21ST STREET	OKEECHOBEE ROAD	FLORIDA AVENUE	22	481.81	10599.92
Sum LENGTH	1148.37	Sum AREA		25264.06	

TUCKER COURT

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
TUCKER COURT	18TH STREET	EASTER AVENUE	22	425.24	9355.21
TUCKER COURT	EASTER AVENUE	OKEECHOBEE ROAD	22	798.81	17573.75
Sum LENGTH	1224.04	Sum AREA		26928.96	

EASTER AVENUE

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
EASTER AVENUE	TUCKER COURT	21ST STREET	22	567.04	12474.98
Sum LENGTH	567.04	Sum AREA		12474.98	



— 1 - 4 (POOR)
 — 5 - 7 (FAIR)
 — 8 - 10 (GOOD)

17TH STREET

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
17TH STREET	EMERALD TERRACE ROAD	OKEECHOBEE ROAD	24	639.21	15341.04
17TH STREET	FLORIDA AVENUE	MIAMI COURT	24	236.75	5682.02
17TH STREET	GEORGIA AVENUE	SOUTH AVENUE	24	175.79	4219.02
17TH STREET	MIAMI COURT	EMERALD TERRACE ROAD	24	97.63	2343.23
17TH STREET	SOUTH AVENUE	FLORIDA AVENUE	24	154.24	3701.86
Sum LENGTH	1303.63	Sum AREA		31287.17	

SOUTH AVENUE

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
SOUTH AVENUE	17TH STREET	GEORGIA AVENUE	22	275.96	6071.02
Sum LENGTH	275.96	Sum AREA		6071.02	

MIAMI COURT

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
MIAMI COURT	17TH STREET	PIERCE STREET	20	419.28	8385.66
MIAMI COURT	PIERCE STREET	GEORGIA AVENUE	20	429.49	8589.73
Sum LENGTH	848.77	Sum AREA		16975.39	

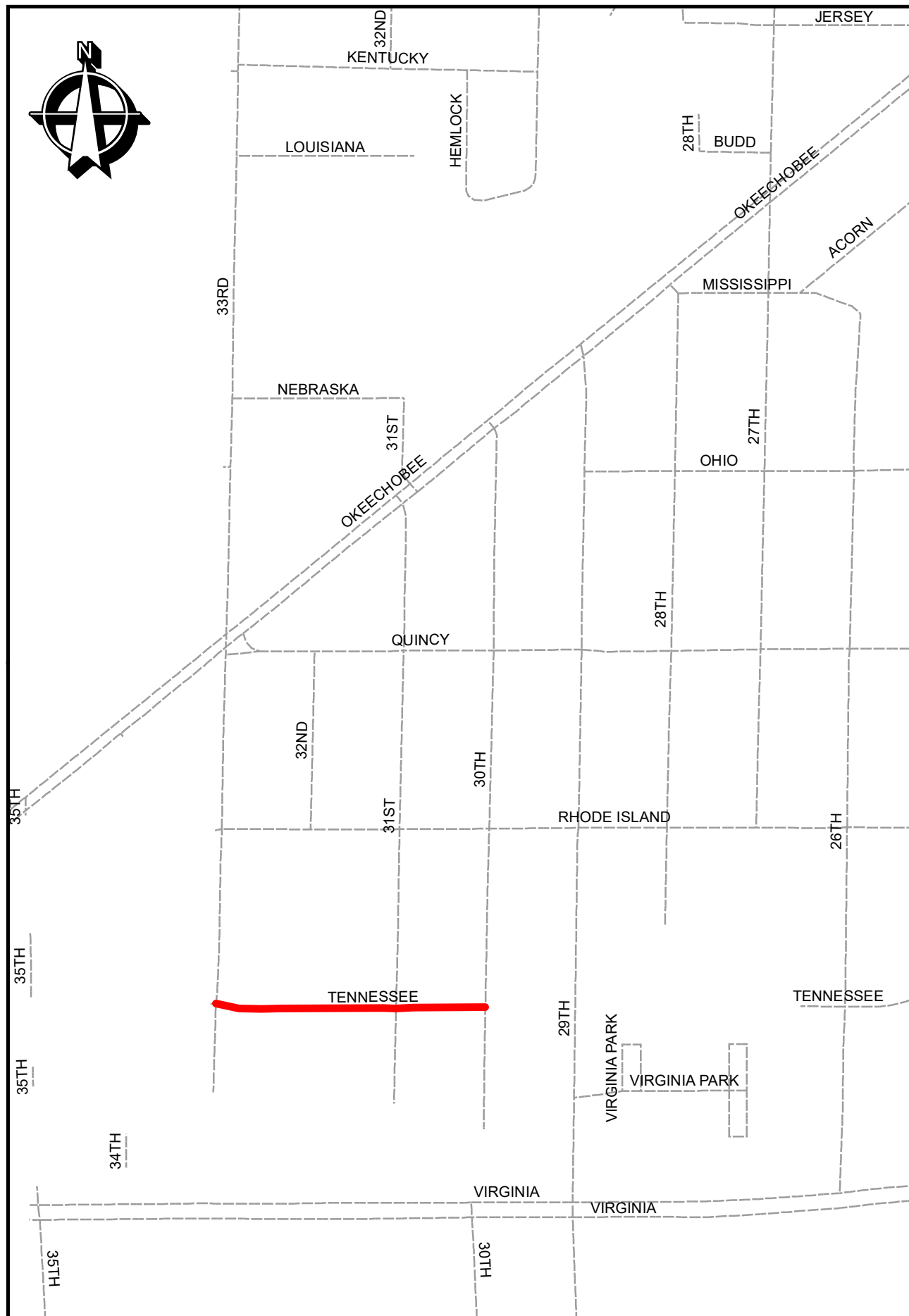
PIERCE STREET

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
PIERCE STREET	MIAMI COURT	FULTON DRIVE	22	300.68	6615.02
Sum LENGTH	300.68	Sum AREA		6615.02	

FULTON DRIVE

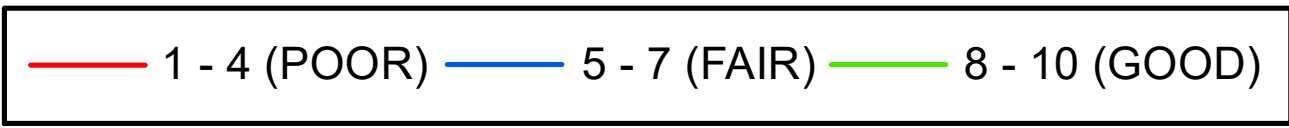
STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
FULTON DRIVE	OKEECHOBEE ROAD	PIERCE STREET	22	638.88	14055.31
FULTON DRIVE	PIERCE STREET	OKEECHOBEE ROAD	22	732.39	16112.52
Sum LENGTH	1371.27	Sum AREA		30167.83	

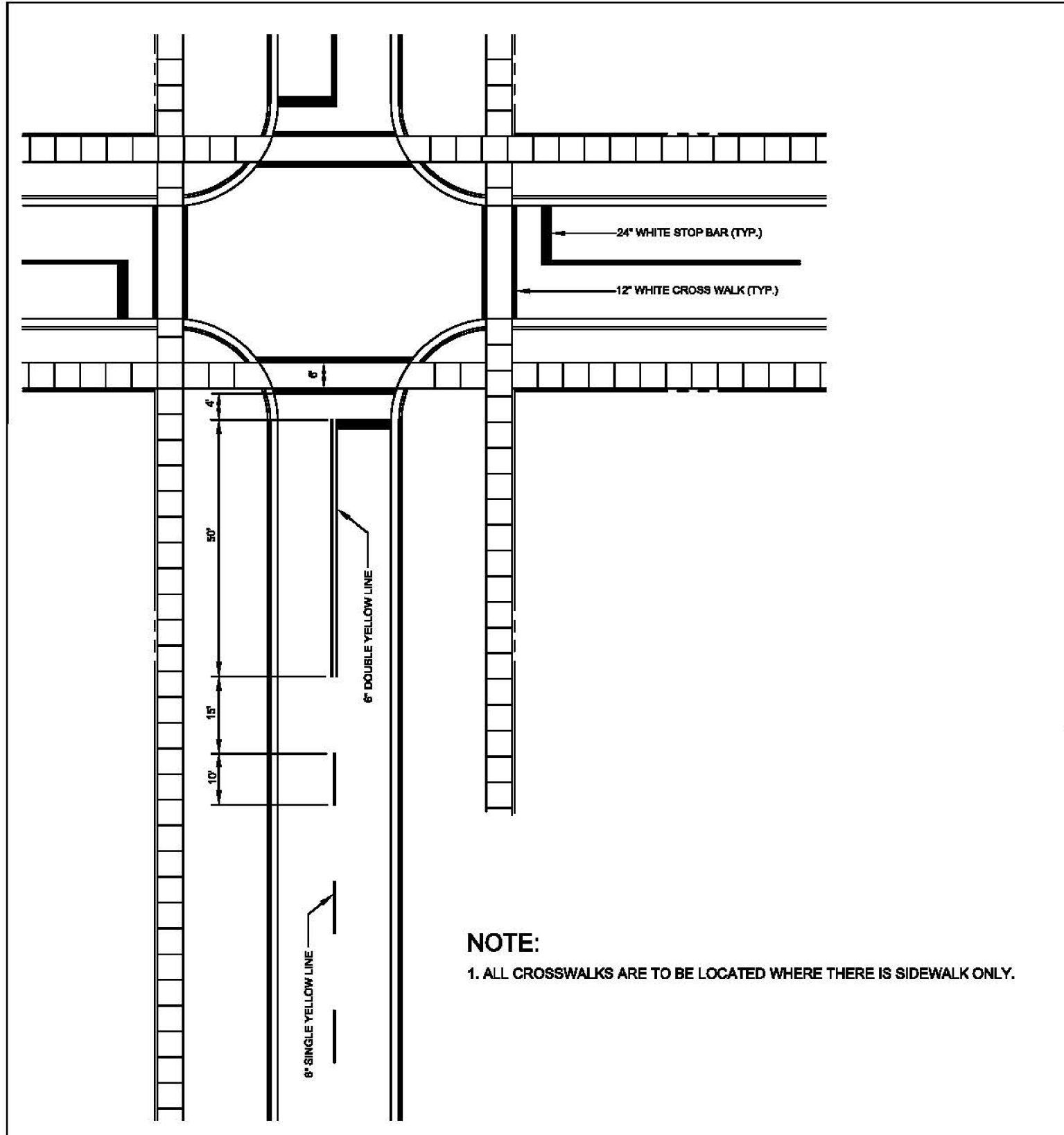




TENNESSEE AVENUE

STREET NAME	FROM	TO	WIDTH	LENGTH	AREA
TENNESSEE AVENUE	30TH STREET	31ST STREET	21	330.51	6940.73
TENNESSEE AVENUE	31ST STREET	33RD STREET	21	667.16	14010.43
Sum LENGTH	997.67	Sum AREA		20951.15	





NOTES:

1. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL ITEMS NECESSARY TO MAINTAIN VEHICULAR AND PEDESTRAIN TRAFFIC AT ALL TIMES DURING CONSTRUCTION.
2. IMMEDIATELY FOLLOWING MILLING OF ROADWAY CITY ENGINEER OR DESIGNEE WILL DETERMINE THE LIMITS OF ROADWAY BASE TO BE REPAIRED. BASE REPAIR SHALL CONSIST OF 6" LIMEROCK COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
3. CONTRACTOR MUST REMOVE AND DISPOSE OF BROKEN CONCRETE COLLARS THAT EXIST AROUND ANY MANHOLE OR VALE AND REPLACE WITH ACS ASPHALT. ANY DAMAGE TO MANHOLES, VALVES OR OTHER EXISTING STRUCTURES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. MANHOLE COVERS AND ADJUSTABLE RINGS SHALL BE "NUPCO" AND SHALL BE "ADJUST-TO-GRADE'S 4 SECTION EXTENSION RINGS" AS REQUIRED BY THE THICKNESS OF ASPHALT OVERLAY.
5. ASPHALT PAY ITEM TO INCLUDE BITUMINOUS MATERIAL TACK COAT, AND PRIME COAT AS REQUIRED.
6. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC AS SPECIFIED BY SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS



**TYPICAL
STREET STRIPING
DETAIL**

SCALE: N.T.S.

ISSUED DECEMBER 2000

REVISIONS
SHEET No.
STP 01



City Commission Regular Meeting - 6:00 pm

11. f.

Meeting Date: 11/02/2020

Re: Annual Maintenance of Floating Vegetated Mats at Indian Hills Recreation Area, Single Source

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve proposal from Beemats, New Smyrna Beach, FL, in the amount of \$105,600 for the annual harvesting, maintenance and replanting of vegetated mats at the Indian Hills Recreation Area.

SUMMARY:

The proposed maintenance will be performed on an annual basis, harvesting and replanting each island one time per year for an annual cost of \$105,600. A total of 12 islands will be maintained which consists of harvesting, repair of any damaged mat area or anchorage system, replanting, laboratory testing of harvested plant material and monthly nutrient removal report.

The Purchasing Division has previously reviewed and investigated this request and found that all information provided justifies the waiving of the competitive procurement process and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Engineering recommends award of this proposal

ALTERNATIVES:

Train in-house staff on harvesting and replnting.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 20-21
Account: 403-4300-538.34-90
Amount: \$105,600.00

FISCAL IMPACT:

The annual maintenance cost of \$105,600.00 will be funded from SMU Revenue Account No. 403-4300-538.34-90

Attachments

20-21 Proposal

Form Review

Inbox

Finance Department

City Manager

Form Started By: John Andrews

Final Approval Date: 10/28/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

10/26/2020 10:14 AM

10/28/2020 05:21 PM

Started On: 10/20/2020 10:44 AM

Beemats LLC
 3637 State Road 44
 New Smyrna Beach, FL 32168



Proposal

Estimate #	11-592
------------	--------

Date
9/16/2020

City of Fort Pierce
 PO Box 1480
 Fort Pierce, FL 34954-1480

Project

Quantity	Description	Rate	Total
42,240	Maintenance of Mats, per sq.ft. @ NOTES: 1) 12 islands @ 3,520 sq. ft. islands 2) Selected Islands will be harvested monthly according to plant growth 2020-2021	2.50	105,600.00

Subtotal		\$105,600.00
Sales Tax (6.5%)		\$0.00
Total		\$105,600.00

Phone #
3864288578

E-mail
Beemats@gmail.com

City Commission Regular Meeting - 6:00 pm

11. g.

Meeting Date: 11/02/2020

Re: Professional Services for Highwayman Trail Gap - SUN Trail, RFQ No. 2019-027

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of professional service agreement with Engineering Design & Construction, Inc. (EDC) for design of the continuation of the Florida Shared-Use Non-motorized Trail Network (SUN Trail), from Indian Hills Drive to Georgia Avenue, the section being known as the Highwayman Trail Gap in the amount of \$88,525.00.

SUMMARY:

A request was made to EDC, one of the City's continuing service providers (RFQ No. 2019-027), for a proposal for the preparation of design plans, construction documents and specifications package to construct a concrete trail segment. This section of the proposed SUN Trail will be approximately 1.4 miles in length. Funding for this project is 100% funded by a grant applied for by St. Lucie County and administered by FDOT.

RECOMMENDATION:

It is recommended to approve Specific Authorization No. 2 with Engineering Design and Construction, Inc., in the amount of \$88,525.00

ALTERNATIVES:

Move to another design professional on the City's continuing services list as determined by RFQ 2019-027 - Engineering Services.

RESPONSIBLE STAFF:

City Engineer

COORDINATED WITH:

Wibet Hay, Multimodal Coordinator - FDOT D4

Lisa Maack, AICP - Marlin Engineering

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 20/21
Account: 403-4300-538.34-90
Amount: \$88,525.00

FISCAL IMPACT:

Funds for these design services will be provided from the Stormwater Management Utility and reimbursed 100% from the FDOT SUN Trail Network grant.

Attachments

Specific Work Authorization #2

Location Map

Form Review

Inbox

Finance Department

City Manager

Form Started By: John Andrews

Final Approval Date: 10/28/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

10/26/2020 10:13 AM

10/28/2020 05:21 PM

Started On: 10/20/2020 02:13 PM

SPECIFIC AUTHORIZATION NO. 2

Historic Highwayman Trail Gap – SUN Trail

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to “RFQ No. 2019-027 – Engineering Services” (hereinafter referred to as “AGREEMENT” between The City of Fort Pierce (hereinafter referred to as “CITY”) and Engineering Design and Construction, Inc. (hereinafter referred to as “ENGINEER”) dated the _____ day of _____ 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Historic Highwayman Trail Gap – SUN Trail, hereinafter referred to as the “Project”.

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the preparation of engineering plans and specification package to support the design and bidding of trail construction from Indian Hills Drive to Georgia Avenue. The proposed services and scope of work are more particularly described in Exhibit “A”, which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as list below and described in Exhibit “A”, which is attached hereto and incorporated by reference herein:

30% Design Drawings	10 Weeks from NTP
60% Design Drawings	20 Weeks from NTP
90% Design Drawings	30 Weeks from NTP
100% Design Drawings	32 Weeks from NTP

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit “A”, which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$88,525.00

SPECIFIC AUTHORIZATION NO. 2

Historic Highwayman Trail Gap – SUN Trail

PROFESSIONAL SERVICES

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

ENGINEERING DESIGN & CONSTRUCTION, INC.

By:  _____
Roderick Kennedy, P.E., President

Date: 10/12/2020

APPROVED AS TO FORM & CORRECTNESS:

By: _____
Peter J. Sweeney, City Attorney

Date: _____

September 24, 2020

City of Fort Pierce
Attn: Jack Andrews, P.E., City Engineer
100 North US 1
Fort Pierce, FL 34950

via e-mail: jandrews@city-fptierce.com

Subject: Proposal for Professional Services associated with Historic Highwayman Trail Gap SUN Trail, Fort Pierce, Florida

Dear Mr. Andrews:

We appreciate the opportunity to submit the following proposal for professional services regarding design services associated with the Historic Highwayman Trail GAP Sun Trail located in Fort Pierce, Florida.

The attached scope of service will include deliverables at the 30%, 60% and 90% design stage. Permitting of proposed improvements is not include as part of this proposal. It is our understanding that deliverables will be submitted to the City of Fort Pierce. The City of Fort Pierce would then submit to the Florida Department of Transportation (FDOT) for review associated with the grant application. This proposal assumes that geotechnical reporting, landscaping or photometric services will not be required.

If you agree with the proposed tasks please sign and return to me as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.



Roderick Kennedy, P.E.
President

Z:\EDC-2020\NEW PROJECT - City of FP Highwayman Trail\ENGINEERING\Administration\Contracts\2020-09-24_J_Andrews_City_FP_Highwayman_Trail_CP_Proposal_NEW.docx



SCOPE OF PROFESSIONAL SERVICES

For

HISTORIC HIGHWAYMAN TRAIL GAP SUN TRAIL

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT and team to discuss the schedule and progress of the work. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies.

Engineering Division Time & Expense: \$ 2,500.00
Environmental Division Time & Expense: \$ 1,000.00

2. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final trail layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the hard surface trail, grading, drainage and erosion control for the proposed Historic Highwayman Trail GAP Sun Trail. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, grading, drainage, signage pavement markings, and associated details and short-form specifications. Construction plans will be submitted to the CLIENT upon 30%, 60% and 90% completion. This task includes revisions to address City of Fort Pierce and FDOT comments. All comments will be incorporated into the final set of documents.

Lump Sum: \$ 28,500.00

3. **COST ESTIMATE:** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the City of Fort Pierce.

Lump Sum: \$ 1,850.00

4. **DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will prepare drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for any proposed on-site drainage network.

Lump Sum: \$ 2,850.00

5. **EASEMENT COORDINATION ASSISTANCE:** CONSULTANT will assist the City of Fort Pierce in finalizing the required ROW agreement with Indian Hills Golf Course for the addition of the multi-use path on the southern and western edges of the property. CONSULTANT will also assist in finalizing easements that will required from the FEC Railroad Company and a private landowner on Georgia Avenue for the proposed multi-use path connections. This task includes two (2) separate sketch and descriptions. The first sketch and description will be prepared for the access easement associated with parcel # 2415-122-0001-010-5. The second sketch and description will be prepared for the access easement associated with parcel # 2415-412-0001-000-2 (FEC Railroad). The sketch and description will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. Time

and expense associated with the recording of any approved easement will be billed as time and expense and are not included in this proposal.

ROW & Easement Coordination Assistance Lump Sum: \$ 4,500.00
Two (2) Sketch & Descriptions Lump Sum: \$ 1,725.00

6. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP PERMIT:** CONSULTANT will prepare for the CLIENT's review and signature an Individual Environmental Resource Permit application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit to serve the project. The task assumes no dewatering activity is required for construction.

Lump Sum: \$ 6,500.00

7. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP MODIFICATION:** CONSULTANT will prepare for the CLIENT's review and signature an Individual Environmental Resource Permit Modification application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit for impacts to the existing surface water management system located northeast of the Fort Pierce Police Department Building.

Lump Sum: \$ 4,500.00

8. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SUPPORT:** CONSULTANT will develop on-site drainage erosion control and a required Storm Water Pollution Prevention Plan (SWPPP) for submittal to FDEP. This package will be provided to the contractor so he can submit to FDEP for the required NPDES permit.

Lump Sum: \$ 1,800.00

9. **SPECIAL PURPOSE SURVEY (ROUTE TOPO):** CONSULTANT will prepare a Topographic Route Survey for +/-1.5 miles of a proposed 20' wide trail. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:

1. The topographic survey will consist of cross section at 100' stations;
2. Limits of the topo will extend 40' in total width for the length of the route;
3. Elevations will be relative to the North American Vertical Datum of 1988 (N.A.V.D. 88)
4. Location size, top and invert elevations of existing on-site drainage structures that are apparent and can be readily measured;
5. Location and elevations of the existing ditches and or swales;
6. Location of existing above ground utilities;
7. Placement of four (4) benchmarks within the Project limits;
8. Locate stakes of limits of fresh water pond wetland delineation.

Lump Sum: \$ 21,300.00

10. **ENVIRONMENTAL ASSESSMENT STUDY:** In accordance with Figure 16 of the FDOT Final Feasibility Study, EDC will review the recommended alternative alignment of the proposed Historic Highwayman Trail. The study will include the physical limits of the proposed trail as well as an area 10 feet to either side of the corridor. As part of the study, EDC will review for

the presence of native habitat including scrub and wetland habitat. EDC will also review the site for the presence of flora and fauna including the presence of State and/or Federally listed species. If identified, EDC will specifically map listed plant species that are found during a pedestrian survey of the habitat. Plant species previously identified that *may exist* in the area include fragrant prickly apple, Lakela's mint, four-petal pawpaw, perforate reindeer lichen and giant orchid (among others). EDC will also review soil mapping, national wetland inventory mapping, and other resources to augment the review. The deliverable for this task will include a written summary of the technical findings and mapping of the limits of vegetation through FLUCCS as well as potential locations of listed species.

Lump Sum: \$ 3,250.00

11. **GOPHER TORTOISE AND BURROWING OWL SURVEY:** As part of the Trail study, EDC will complete a pedestrian survey of the +/- 30-foot limits of the trail in accordance with the Florida Fish and Wildlife Conservation Commission guidelines. A certified gopher tortoise agent will oversee the survey and will be in the field at all times during the study. While the survey will be concentrated within the 30-foot corridor, a visual inspection of the adjacent property will be conducted. This practice is in agreement with the Gopher Tortoise Guidelines with regards to burrows entrances that are within 25 feet of activity. EDC will complete a 100% survey of the property for gopher tortoise burrows as well as provide all required notification materials to FFWCC for commencement of gopher tortoise relocation (if needed). Located burrowing owl and/or gopher tortoise burrows will be flagged with orange survey tape and transects will be marked with a contrasting color. Global Positioning System (GPS) points utilizing a Garmin Map 76CD will be taken of each onsite burrow in order to facilitate location of all burrows during tortoise excavation work. This effort will include the completion of a species survey utilizing the latest recommended survey protocols available from FFWCC. As a deliverable for this task, the GPS locations of the onsite burrows will be overlaid on an aerial photograph of the site for purposes of planning and permitting documentation and delivered to the CLIENT.

Lump Sum: \$ 2,100.00

12. **SCRUB JAY SURVEY:** As part of the County review process, on- site population and territories of Scrub Jays must be determined prior to continued activity by applying the federal protocol for the determination of the presence of Scrub Jays on a property. The U.S. Fish and Wildlife Service, Vero Beach office, has provided the following information regarding survey methodology and determination of territories in an urban setting:
- Plant communities in the survey area must be mapped on an aerial photo with a scale of no more than 400 feet per inch or on a 7.5 feet per inch USGS topographic map.
 - A soils map must be prepared for the survey area.
 - Parallel transect lines must be established between 100 to 200 meters apart on the plan community map with playback stations located 100 to 200 meters apart, depending on speaker power and topography. Adequate spacing between transects and playback stations can be estimated roughly as the distance at which a person listening to the tape directly in front of the speakers perceives the bird to be no more than 100 meters away.
 - Surveys are done one hour after sunrise on a calm, clear day.
 - Surveys should be concluded before midday heat and wind.
 - Surveys should not be done when wind is over 5-8 mph, in mist or fog, or in anything more than light precipitation.
 - Surveys can be done ideally in March 1 through October 31.
 - Surveys should be done as often as necessary, for a minimum of 5 days, to establish an accurate count of groups and delineation of territorial boundaries.

- Calls are to be broadcast from each transect station for a minimum of one minute, in all directions.
- The key end product of the survey is approximate territories or home range for each group and an accurate count of all Scrub Jays on the site.

As a deliverable for this task, a copy of the survey results and the approximate territories or home ranges for each group (if any) and an approximate count of Scrub Jays on the site (if any), will be provided to the CLIENT and forwarded to the appropriate local and federal governing agencies. Additionally, if required, a final report will be sent to the U.S. Fish and Wildlife Service office in Vero Beach with an information sheet and aerial photo or vegetation map. The information sheet includes the dates of the surveys; start and end times; weather conditions for each day with average temperature, wind speed and direction, visibility, and precipitation; and total number of Jay groups, and approximate number of Jays in each group. The aerial or vegetation map includes the property boundaries; transect lines and playback station locations; locations of all Jays seen and flight directions; and approximate suspected territory boundaries between Jay groups or home range centers for each group.

Lump Sum: \$ 2,900.00

- 13. WETLAND DELINEATION JURISDICTIONAL DETERMINATION/IMPACT ANALYSIS:**
 Wetland areas that may currently be on the property will be delineated. The proposed boundaries of said wetland areas will be flagged, and initial documentation of the boundaries will be recorded on an aerial photograph of the property. Potential development options will be formulated and additional environmental mitigation concerns will be identified. We will review the wetlands to ensure the limits reflect the criteria for wetland delineation in accordance with State and Federal guidelines. We will then coordinate with reviewers from the SFWMD in order to certify the jurisdictional wetland limits and conduct one site visit. Documentation of the boundaries of flagged wetlands areas will be coordinated with the surveyor retained by the client. The consultant will provide diagrams and documents to the surveyor to facilitate the initial plotting of the wetland lines for the purpose of the due diligence evaluation. The consultant will provide one on-site support visit if needed. Finally, we will review the completed surveys to be sure that they reflect the reviewed jurisdictional and submit the surveys to the State and Federal agencies for their approval. EDC will also, as a part of this proposal, submit to the client a plan of avoiding and/or minimizing impacts to the wetland area as defined above. As a deliverable for this Task, we will submit to the client a copy of the completed wetland survey after it has been reviewed and approved by the SFWMD as well as the avoidance and minimization analysis.

Lump Sum: \$ 3,250.00

SCOPE OF PROFESSIONAL SERVICES

For

HISTORIC HIGHWAYMAN TRAIL GAP SUN TRAIL

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees or Permitting Services.
- Utility Design.
- Landscape, Photometric or Geotechnical Reporting.
- Services During Construction or Project Certification.
- Construction bidding services.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1+½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.

15. Schedule of Hourly Charges:


PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR	\$ 150.00
SENIOR PROJECT MANAGER	\$ 140.00
DRONE TECHNOLOGY	\$ 125.00
SURVEY CREW	\$ 120.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR).....	\$ 120.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST	\$ 90.00
INSPECTOR / ENVIRONMENTAL FIELD	\$ 85.00
CADD TECH	\$ 80.00
EXPERT WITNESS.....	\$ 300.00
ADMINISTRATIVE STAFF / CLERICAL	\$ 45.00

16. Reimbursable Expenses: Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out of office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.

As to **CLIENT**
City of Fort Pierce



Roderick Kennedy, P.E., President

Name/Title:

Dated: September 24, 2020

Dated: _____

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____

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SPECIFIC AUTHORIZATION NO. 2

Historic Highwayman Trail Gap – SUN Trail

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to “RFQ No. 2019-027 – Engineering Services” (hereinafter referred to as “AGREEMENT” between The City of Fort Pierce (hereinafter referred to as “CITY”) and Engineering Design and Construction, Inc. (hereinafter referred to as “ENGINEER”) dated the _____ day of _____ 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Historic Highwayman Trail Gap – SUN Trail, hereinafter referred to as the “Project”.

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the preparation of engineering plans and specification package to support the design and bidding of trail construction from Indian Hills Drive to Georgia Avenue. The proposed services and scope of work are more particularly described in Exhibit “A”, which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as list below and described in Exhibit “A”, which is attached hereto and incorporated by reference herein:

30% Design Drawings	10 Weeks from NTP
60% Design Drawings	20 Weeks from NTP
90% Design Drawings	30 Weeks from NTP
100% Design Drawings	32 Weeks from NTP

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit “A”, which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$88,525.00

SPECIFIC AUTHORIZATION NO. 2

Historic Highwayman Trail Gap – SUN Trail

PROFESSIONAL SERVICES

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

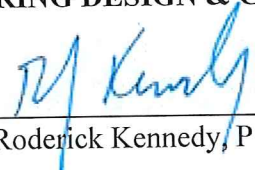
IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

ENGINEERING DESIGN & CONSTRUCTION, INC.

By:  _____
Roderick Kennedy, P.E., President

Date: 10/12/2020

APPROVED AS TO FORM & CORRECTNESS:

By: _____
Peter J. Sweeney, City Attorney

Date: _____



September 24, 2020

City of Fort Pierce
Attn: Jack Andrews, P.E., City Engineer
100 North US 1
Fort Pierce, FL 34950

via e-mail: jandrews@city-fpt pierce.com

Subject: Proposal for Professional Services associated with Historic Highwayman Trail Gap SUN Trail, Fort Pierce, Florida

Dear Mr. Andrews:

We appreciate the opportunity to submit the following proposal for professional services regarding design services associated with the Historic Highwayman Trail GAP Sun Trail located in Fort Pierce, Florida.

The attached scope of service will include deliverables at the 30%, 60% and 90% design stage. Permitting of proposed improvements is not include as part of this proposal. It is our understanding that deliverables will be submitted to the City of Fort Pierce. The City of Fort Pierce would then submit to the Florida Department of Transportation (FDOT) for review associated with the grant application. This proposal assumes that geotechnical reporting, landscaping or photometric services will not be required.

If you agree with the proposed tasks please sign and return to me as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.

Roderick Kennedy, P.E.
President

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SCOPE OF PROFESSIONAL SERVICES

For

HISTORIC HIGHWAYMAN TRAIL GAP SUN TRAIL

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT and team to discuss the schedule and progress of the work. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies.

Engineering Division Time & Expense: \$ 2,500.00
Environmental Division Time & Expense: \$ 1,000.00

2. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final trail layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the hard surface trail, grading, drainage and erosion control for the proposed Historic Highwayman Trail GAP Sun Trail. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, grading, drainage, signage pavement markings, and associated details and short-form specifications. Construction plans will be submitted to the CLIENT upon 30%, 60% and 90% completion. This task includes revisions to address City of Fort Pierce and FDOT comments. All comments will be incorporated into the final set of documents.

Lump Sum: \$ 28,500.00

3. **COST ESTIMATE:** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the City of Fort Pierce.

Lump Sum: \$ 1,850.00

4. **DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will prepare drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for any proposed on-site drainage network.

Lump Sum: \$ 2,850.00

5. **EASEMENT COORDINATION ASSISTANCE:** CONSULTANT will assist the City of Fort Pierce in finalizing the required ROW agreement with Indian Hills Golf Course for the addition of the multi-use path on the southern and western edges of the property. CONSULTANT will also assist in finalizing easements that will be required from the FEC Railroad Company and a private landowner on Georgia Avenue for the proposed multi-use path connections. This task includes two (2) separate sketches and descriptions. The first sketch and description will be prepared for the access easement associated with parcel # 2415-122-0001-010-5. The second sketch and description will be prepared for the access easement associated with parcel # 2415-412-0001-000-2 (FEC Railroad). The sketch and description will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. Time

and expense associated with the recording of any approved easement will be billed as time and expense and are not included in this proposal.

ROW & Easement Coordination Assistance Lump Sum: \$ 4,500.00
Two (2) Sketch & Descriptions Lump Sum: \$ 1,725.00

6. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP PERMIT:** CONSULTANT will prepare for the CLIENT's review and signature an Individual Environmental Resource Permit application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit to serve the project. The task assumes no dewatering activity is required for construction.

Lump Sum: \$ 6,500.00

7. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP MODIFICATION:** CONSULTANT will prepare for the CLIENT's review and signature an Individual Environmental Resource Permit Modification application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit for impacts to the existing surface water management system located northeast of the Fort Pierce Police Department Building.

Lump Sum: \$ 4,500.00

8. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SUPPORT:** CONSULTANT will develop on-site drainage erosion control and a required Storm Water Pollution Prevention Plan (SWPPP) for submittal to FDEP. This package will be provided to the contractor so he can submit to FDEP for the required NPDES permit.

Lump Sum: \$ 1,800.00

9. **SPECIAL PURPOSE SURVEY (ROUTE TOPO):** CONSULTANT will prepare a Topographic Route Survey for +/-1.5 miles of a proposed 20' wide trail. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:

1. The topographic survey will consist of cross section at 100' stations;
2. Limits of the topo will extend 40' in total width for the length of the route;
3. Elevations will be relative to the North American Vertical Datum of 1988 (N.A.V.D. 88)
4. Location size, top and invert elevations of existing on-site drainage structures that are apparent and can be readily measured;
5. Location and elevations of the existing ditches and or swales;
6. Location of existing above ground utilities;
7. Placement of four (4) benchmarks within the Project limits;
8. Locate stakes of limits of fresh water pond wetland delineation.

Lump Sum: \$ 21,300.00

10. **ENVIRONMENTAL ASSESSMENT STUDY:** In accordance with Figure 16 of the FDOT Final Feasibility Study, EDC will review the recommended alternative alignment of the proposed Historic Highwayman Trail. The study will include the physical limits of the proposed trail as well as an area 10 feet to either side of the corridor. As part of the study, EDC will review for

the presence of native habitat including scrub and wetland habitat. EDC will also review the site for the presence of flora and fauna including the presence of State and/or Federally listed species. If identified, EDC will specifically map listed plant species that are found during a pedestrian survey of the habitat. Plant species previously identified that *may exist* in the area include fragrant prickly apple, Lakela's mint, four-petal pawpaw, perforate reindeer lichen and giant orchid (among others). EDC will also review soil mapping, national wetland inventory mapping, and other resources to augment the review. The deliverable for this task will include a written summary of the technical findings and mapping of the limits of vegetation through FLUCCS as well as potential locations of listed species.

Lump Sum: \$ 3,250.00

11. **GOPHER TORTOISE AND BURROWING OWL SURVEY:** As part of the Trail study, EDC will complete a pedestrian survey of the +/- 30-foot limits of the trail in accordance with the Florida Fish and Wildlife Conservation Commission guidelines. A certified gopher tortoise agent will oversee the survey and will be in the field at all times during the study. While the survey will be concentrated within the 30-foot corridor, a visual inspection of the adjacent property will be conducted. This practice is in agreement with the Gopher Tortoise Guidelines with regards to burrows entrances that are within 25 feet of activity. EDC will complete a 100% survey of the property for gopher tortoise burrows as well as provide all required notification materials to FFWCC for commencement of gopher tortoise relocation (if needed). Located burrowing owl and/or gopher tortoise burrows will be flagged with orange survey tape and transects will be marked with a contrasting color. Global Positioning System (GPS) points utilizing a Garmin Map 76CD will be taken of each onsite burrow in order to facilitate location of all burrows during tortoise excavation work. This effort will include the completion of a species survey utilizing the latest recommended survey protocols available from FFWCC. As a deliverable for this task, the GPS locations of the onsite burrows will be overlaid on an aerial photograph of the site for purposes of planning and permitting documentation and delivered to the CLIENT.

Lump Sum: \$ 2,100.00

12. **SCRUB JAY SURVEY:** As part of the County review process, on-site population and territories of Scrub Jays must be determined prior to continued activity by applying the federal protocol for the determination of the presence of Scrub Jays on a property. The U.S. Fish and Wildlife Service, Vero Beach office, has provided the following information regarding survey methodology and determination of territories in an urban setting:
- Plant communities in the survey area must be mapped on an aerial photo with a scale of no more than 400 feet per inch or on a 7.5 feet per inch USGS topographic map.
 - A soils map must be prepared for the survey area.
 - Parallel transect lines must be established between 100 to 200 meters apart on the plan community map with playback stations located 100 to 200 meters apart, depending on speaker power and topography. Adequate spacing between transects and playback stations can be estimated roughly as the distance at which a person listening to the tape directly in front of the speakers perceives the bird to be no more than 100 meters away.
 - Surveys are done one hour after sunrise on a calm, clear day.
 - Surveys should be concluded before midday heat and wind.
 - Surveys should not be done when wind is over 5-8 mph, in mist or fog, or in anything more than light precipitation.
 - Surveys can be done ideally in March 1 through October 31.
 - Surveys should be done as often as necessary, for a minimum of 5 days, to establish an accurate count of groups and delineation of territorial boundaries.

- Calls are to be broadcast from each transect station for a minimum of one minute, in all directions.
- The key end product of the survey is approximate territories or home range for each group and an accurate count of all Scrub Jays on the site.

As a deliverable for this task, a copy of the survey results and the approximate territories or home ranges for each group (if any) and an approximate count of Scrub Jays on the site (if any), will be provided to the CLIENT and forwarded to the appropriate local and federal governing agencies. Additionally, if required, a final report will be sent to the U.S. Fish and Wildlife Service office in Vero Beach with an information sheet and aerial photo or vegetation map. The information sheet includes the dates of the surveys; start and end times; weather conditions for each day with average temperature, wind speed and direction, visibility, and precipitation; and total number of Jay groups, and approximate number of Jays in each group. The aerial or vegetation map includes the property boundaries; transect lines and playback station locations; locations of all Jays seen and flight directions; and approximate suspected territory boundaries between Jay groups or home range centers for each group.

Lump Sum: \$ 2,900.00

13. WETLAND DELINEATION JURISDICTIONAL DETERMINATION/IMPACT ANALYSIS:

Wetland areas that may currently be on the property will be delineated. The proposed boundaries of said wetland areas will be flagged, and initial documentation of the boundaries will be recorded on an aerial photograph of the property. Potential development options will be formulated and additional environmental mitigation concerns will be identified. We will review the wetlands to ensure the limits reflect the criteria for wetland delineation in accordance with State and Federal guidelines. We will then coordinate with reviewers from the SFWMD in order to certify the jurisdictional wetland limits and conduct one site visit. Documentation of the boundaries of flagged wetlands areas will be coordinated with the surveyor retained by the client. The consultant will provide diagrams and documents to the surveyor to facilitate the initial plotting of the wetland lines for the purpose of the due diligence evaluation. The consultant will provide one on-site support visit if needed. Finally, we will review the completed surveys to be sure that they reflect the reviewed jurisdictional and submit the surveys to the State and Federal agencies for their approval. EDC will also, as a part of this proposal, submit to the client a plan of avoiding and/or minimizing impacts to the wetland area as defined above. As a deliverable for this Task, we will submit to the client a copy of the completed wetland survey after it has been reviewed and approved by the SFWMD as well as the avoidance and minimization analysis.

Lump Sum: \$ 3,250.00

SCOPE OF PROFESSIONAL SERVICES

For

HISTORIC HIGHWAYMAN TRAIL GAP SUN TRAIL

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees or Permitting Services.
- Utility Design.
- Landscape, Photometric or Geotechnical Reporting.
- Services During Construction or Project Certification.
- Construction bidding services.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1+½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: ~~The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.~~

15. Schedule of Hourly Charges:


PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR	\$ 150.00
SENIOR PROJECT MANAGER	\$ 140.00
DRONE TECHNOLOGY	\$ 125.00
SURVEY CREW	\$ 120.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR).....	\$ 120.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST	\$ 90.00
INSPECTOR / ENVIRONMENTAL FIELD	\$ 85.00
CADD TECH.....	\$ 80.00
EXPERT WITNESS.....	\$ 300.00
ADMINISTRATIVE STAFF / CLERICAL	\$ 45.00

16. Reimbursable Expenses: ~~Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out-of-office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".~~

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.

As to **CLIENT**
City of Fort Pierce



Roderick Kennedy, P.E., President

Name/Title:

Dated: September 24, 2020

Dated: _____

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____

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**CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES**

THIS CONTRACT is made as of the 23rd day of July, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **ENGINEERING DESIGN & CONSTRUCTION, INC.**, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on **February 18, 2020**, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Contract" or "Agreement"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional engineering services.

2. TERM

The term of the Contract shall be for a period of five (5) years beginning on the date first written above.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

**CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES**

assignment basis. The City reserves the right to select the respective consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES**

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

- 1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- 2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.
- 3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES**

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor or professional associate.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Contract.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

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A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement CONSULTANT shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required. CONSULTANT may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

CONSULTANT shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

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coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease – Policy Limit
	\$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation

CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

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General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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4) Professional Liability

Such insurance shall be on a form acceptable to CITY and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by CONSULTANT shall be endorsed to provide CITY with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of \$10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

\$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self-insurance maintained by CITY. Any insurance, or self-insurance, maintained by CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

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Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, CONSULTANT shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to CITY by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONSULTANT) available to CITY under this Agreement or otherwise.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

**City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480**

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers and employees.

13. INDEMNIFICATION

The Consultant covenants and agrees at all times to save, hold, and keep harmless the City, its Officials, Employees, and Agents, and indemnify the City, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

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It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

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C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Consultant does not transfer the records to City.

E. Upon completion of the Contract, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

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The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control, (all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. Financial difficulty shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

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20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit

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examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the Consultant and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

28. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any prior written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and

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signed by an authorized City representative.. This Agreement shall bind the parties, their assigns, and successors in interest.

29. AMENDMENT

This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

30. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

- A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- B. Notify the City of any estimated change in the completion date, and
- C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

31. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to

City:
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Consultant:
Engineering Design & Construction
Attn: Roderick J. Kennedy, P.E., President
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery

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is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

32. INTERPRETATION; CAPTIONS AND HEADINGS

This Agreement shall be interpreted as a whole unit. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

33. WAIVER

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

34. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

35. GOVERNING LAW; VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

36. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. A City Administrator shall decide any dispute which is not resolved by mutual agreement. The decision of the City Administrator shall be in writing and shall be final and conclusive unless determined by a court of competent

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jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

37. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for City. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

CITY OF FORT PIERCE:



Linda Cox, City Clerk



Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: 

Peter Sweeney, City Attorney

CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES

CONSULTANT:
ENGINEERING DESIGN & CONSTRUCTION, INC.

By: 

Print: Roderick J. Kennedy

Title: President

Today's Date: June 29, 2020



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT *Florida*

CONTRACT FORMS

Please complete and forward
along with the agreement.



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

**NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER**

STATE OF Florida

COUNTY OF St. Lucie

Roderick J. Kennedy, being first duly sworn, deposes
and says:

That he is President
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Engineering Design + Construction, Inc.
(Firm Name)

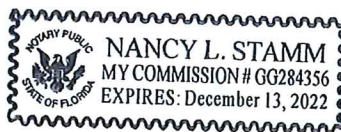
By: [Signature]

Title: President

Subscribed and sworn to before me this 29
day of, June 2020.

[Signature]
Notary Public

My Commission expires: (Seal)
12/13/2022





THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 29, 2020

Official Address (Including Zip Code):

Engineering Design + Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

By: [Signature]

Roderick J. Kennedy
 Name

President
 Name (Typed or Printed)

Title



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

DRUG-FREE WORKPLACE FORM

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

Engineering Design + Construction, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

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

Proposer's Signature

June 29, 2020

Date



ENGIDES-03

CRZACA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2020

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

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

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: Carol Rzaca - Ext. 233
	PHONE (A/C, No, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: crzaca@rvjohnson.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Southern Owners Insurance
	INSURER B : Zenith Insurance Company
	INSURER C : Maxum Indemnity Company
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

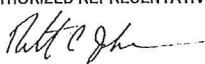
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Ins <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			72459459	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z066296216	8/20/2020	8/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E&O			PFP603209203	12/4/2019	12/4/2020	Ea Occurrence \$ 5,000,000
C	Professional E&O			PFP603209203	12/4/2019	12/4/2020	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fort Pierce and its officials, officers and employees are included as additional insured for General Liability. 30 days written notice of cancellation and 10 day notice for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Ft Pierce, Attn: Purchasing Department P O BOX 1480 Fort Pierce, FL 34954	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/20/2019
Insured ENGINEERING DESIGN & CONSTRUCTION, INC.
Policy No. Z066296216 FSMG
Policy Period 08/20/2019 To 08/20/2020
Issued On 06/21/2019

ZENITH INSURANCE COMPANY - 13145

At Orlando, FL



PRESIDENT

WC-00-03-13
(Ed. 04-98)

Endorsement No. 11

Agent Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

- 1. If required in a written contract or agreement; or
- 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

- 1. The following provision is added to 4. **Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

- 2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

- 3) Being disposed of, stored, treated or processed into or upon the "auto";
- (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.
- c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- c. (1) (b) and c. (1) (c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
- g. "Bodily injury" to:
 - (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.
- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
- c. Your members if you are designated in the Declarations as a limited liability company.
- d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - (1) Such person; or
 - (2) Any partner or "executive officer" of yours or a member of his or her household; or
 - (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- d. The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS

Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY and SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04,

is not attached to this policy, then the following is added to SECTION III - LIMITS OF INSURANCE:

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is attached to this policy, then this provision, 5. PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is not attached to this policy, then under SECTION V - DEFINITIONS, 15. "Personal injury" is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy; or
- f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a. Limits of Insurance**.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

- (1) "Property damage" to:
 - (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

- (a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- (b) Cracking, settling, expansion or shrinking;
- (c) Smoke or smog;
- (d) Birds, insects, rodents or other animals;
- (e) Wear and tear;
- (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - 1) You make a reasonable effort to maintain heat in the building or structure; or
 - 2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

- (a) Water that backs up from a drain or sewer;
- (b) Mud flow or mudslide;
- (c) Volcanic eruption, explosion or effusion;
- (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- (e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

(f) Water under the ground surface pressing on, or seeping or flowing through:

- 1) Walls, foundations, floors or paved surfaces;
- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. Limits of Insurance

With respect to this coverage only, under SECTION III - LIMITS OF INSURANCE, paragraph 6. is deleted and replaced by the following:

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional

insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to SECTION III - LIMITS OF INSURANCE:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions, applicable to this provision only:
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or

form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

Figure 1: Project Location Map



City Commission Regular Meeting - 6:00 pm

11. h.

Meeting Date: 11/02/2020

Re: Abandonment of Erroneous Utility Easement and Replacement with Corrected

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request abandonment of recorded utility easement that was erroneously described and replace utility easement with corrected sketch and description.

SUMMARY:

An easement as recorded in O.R. Book 600, Page 1581, grants the City of Fort Pierce, Florida, for the use and benefit of the Fort Pierce Utilities Authority, permission for the installation of utilities on a parcel of land lying west of US 1 in the vicinity of Sunrise Ford and Wallace Cadillac. It has become aware that the recorded legal description contains an error, placing the easement on property not under control of the granting party. This request is to abandon the recorded easement and record the corrected easement where the utilities currently exist.

RECOMMENDATION:

Recommend approval of the abandonment and creation of a new utility easement

ALTERNATIVES:

Proceed as directed by City Commission

RESPONSIBLE STAFF:

City Engineer

COORDINATED WITH:

Fort Pierce Utilities Authority,
St. Lucie County

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: None
Account: None
Amount: None

OTHER INFORMATION:

No fiscal impact to City of Fort Pierce

Attachments

Existing Recorded Easement
Exhibit (Existing/Proposed)

Revised Sketch & Description

Form Review

Inbox

City Manager

Form Started By: John Andrews

Final Approval Date: 10/22/2020

Reviewed By

Nick Mimms

Date

10/22/2020 09:55 AM

Started On: 10/21/2020 09:23 AM

912118

UE-513-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, A municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY the privilege and easement for the installation, maintenance, operation, repair, replacement or renewal of their municipal owned electric, water, sewer and gas utilities, in, under, upon, along, over and across the following described land in St. Lucie County, Florida, to wit:

The South 20' of the North 437 feet of the West 842 feet of the Northeast 1/4 of the Northwest 1/4 of Section 10, Township 36 S, Range 40 E less Right of Way for U.S. Highway One.

912118

'88 AUG 24 P 3:38



ST. LUCIE

Grantee shall not disturb the existing private roadway and roadway base without Grantor's prior written consent.

Access to the above strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said utilities. Patrolling said easement on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors, the rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

IN WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 6th day of July, 1988.

Signed, sealed, and delivered in our presence as witnesses:

RMF Atlantic Properties, Ltd., a FLA. L.P.

By: RMF Properties, Inc., General Partner

Anne Javan
Cathy Gordon

By: Walter J. Mackey, Jr., President

STATE OF OHIO
COUNTY OF FRANKLIN

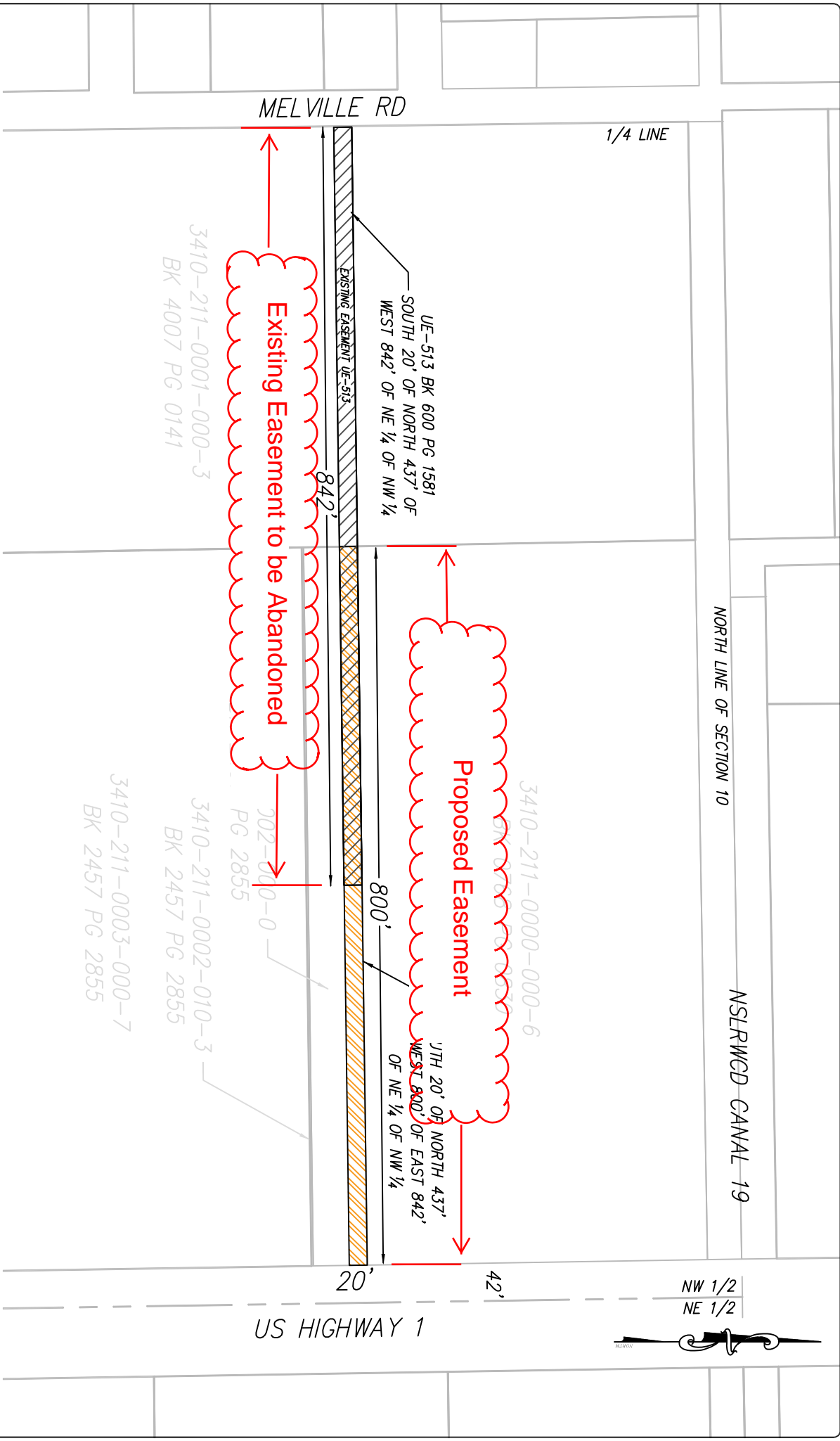
Before me, the undersigned authority, personally came and appeared, Walter J. Mackey, Jr., President of RMF Properties, Inc., General Partner of RMF Atlantic Properties, Ltd. to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 5th day of July, 1988.

Notary seal for Ft. Pierce Utilities Authority, P.O. Box 2101, Ft. Pierce, FL 33468

Notary seal for Joan E. Kimes, Notary Public, State of Ohio, My Commission Expires July 10, 1992. Book 600 Page 1581

15



MELVILLE RD

1/4 LINE

3410-211-0001-000-3
BK 4007 PG 0141

Existing Easement to be Abandoned

EXISTING EASEMENT UE-513
UE-513 BK 600 PG 1581
SOUTH 20' OF NORTH 437' OF
WEST 842' OF NE 1/4 OF NW 1/4

Proposed Easement

1/4TH 20' OF NORTH 437'
WEST 800' OF EAST 842'
OF NE 1/4 OF NW 1/4

3410-211-0000-000-6

3410-211-0003-000-7
BK 2457 PG 2855

3410-211-0002-010-3
BK 2457 PG 2855

202'-00"-0-0
PG 2855

800'

20'

42'

NORTH LINE OF SECTION 10

NSLRWCD CANAL 19

NW 1/2
NE 1/2

US HIGHWAY 1

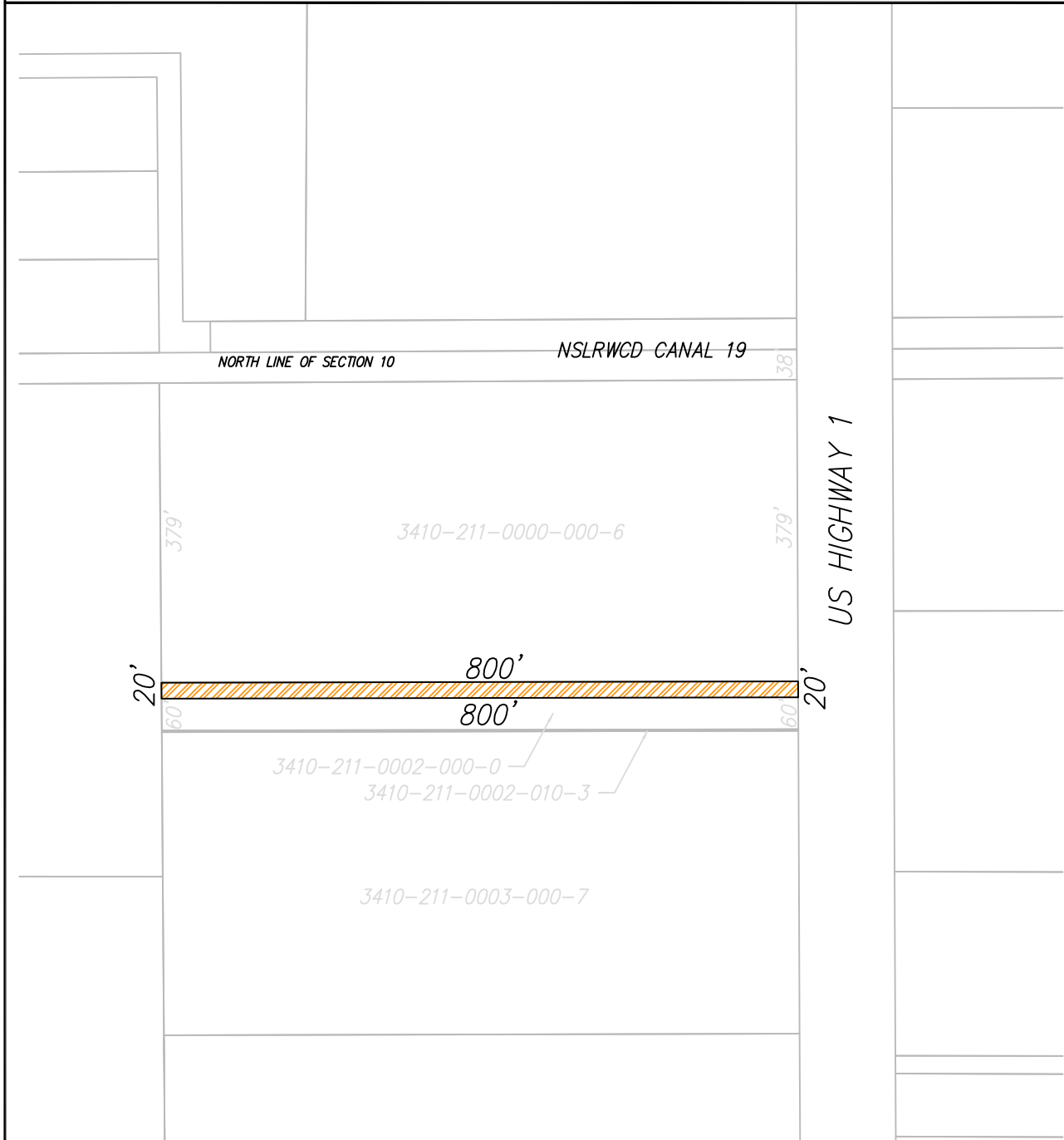


VERIFY SCALE
SCALE: AS SHOWN
INCH ON ORIGINAL DRAWING
ADJUST ALL SCALED
DIMENSIONS ACCORDINGLY

NO.	DATE	REVISIONS

UTILITY EASEMENT
EXHIBIT
PREPARED BY: [Name]
DATE: [Date]
SHEET # [] OF []

PUBLIC ACCESS EASEMENT




NOTE

1. THIS IS NOT A SURVEY. NO FIELD WORK HAS BEEN CONDUCTED IN THE FORMATION OF THE INFORMATION SHOWN HEREON.



FPUA
COMMUNITY PROUD

VERIFY SCALE
BAR IS EQUAL TO ONE
INCH ON ORIGINAL DRAWING



ADJUST ALL SCALED
DIMENSIONS ACCORDINGLY

DATE:	REVISION:	BY:	APPD:
DESIGNED: JC	DRAWING FILENAME: REVISED UE-513		
DRAWN BY: SO	SCALE: 1" = 200'		
APPROVED: JC	DATE: FEBRUARY 10, 2020		

EXHIBIT "A" EASEMENT SKETCH

WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FORT PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: SKETCH
SHEET # 2 OF 2

PUBLIC ACCESS EASEMENT

DESCRIPTION


BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF THE NORTH 437 FEET OF THE WEST 800 FEET OF EAST 842 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINING 0.367 ACRES MORE OR LESS.

THIS IS NOT A SURVEY



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

DATE:	REVISION:	BY:	APPD:
DESIGNED: JC	DRAWING FILENAME: REVISED UE-513		
DRAWN BY: SO	SCALE: NTS		
APPROVED: JC	DATE: FEBRUARY 10, 2020		

EXHIBIT "A"	
EASEMENT DESCRIPTION	
WATER/WASTEWATER ENGINEERING	
FORT PIERCE UTILITIES AUTHORITY 1701 SOUTH 37 TH STREET FORT PIERCE, FLORIDA 34947 (772) 466-1600 / FAX (772) 468-2414	
SHEET TYPE DESCRIPTION	SHEET # 1 OF 2

City Commission Regular Meeting - 6:00 pm

11. i.

Meeting Date: 11/02/2020

Re: Sovereign Submerged Lands Fee Waived Lease Renewal File # 560344636

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Approve Lease between the City of Fort Pierce and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Sovereignty Submerged Lands Fee Waived Lease Renewal.

SUMMARY:

State of Florida submerged lands lease renewal submitted for review, approval and signature.

RECOMMENDATION:

Submit to City Attorney to review for correctness. Approve Lease Renewal.

ALTERNATIVES:

None

RESPONSIBLE STAFF:

City Commission

COORDINATED WITH:

City Manager Dean Kubitschek

Fiscal Impact

Budgeted Y/N: y

Fiscal Year: 2021

Amount: 0

OTHER INFORMATION:

No fiscal impact.

Attachments

Submerged Land Lease Renewal

Form Review

Inbox

City Manager

Form Started By: Pat Danise

Final Approval Date: 10/22/2020

Reviewed By

Nick Mimms

Date

10/22/2020 08:59 AM

Started On: 10/19/2020 02:56 PM

This Instrument Prepared By:
Celeda Wallace
Action No. 40843
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 560344636

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Pierce, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 10,
Township 35 South, Range 40 East, in Indian River Lagoon,
St. Lucie County, Florida, containing 916,768 square feet, more or less,
as is more particularly described and shown on Attachment A, dated July 16, 2009.

TO HAVE THE USE OF the hereinabove described premises from October 23, 2019, the effective date of this Lease renewal, through October 23, 2024, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a pilot project storm protection island system to consist of 12 islands and one peninsular structure and the dredging thereof to be used exclusively for storm protection in conjunction with a 269-slip public marina (98 slips located on sovereignty submerged lands within sovereignty submerged lease No. 560109629 and 171 slips located on privately owned submerged lands) and an upland municipal marina complex, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011, dated October 23, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce, Florida
Attention: City Manager
100 N. US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit public access to the storm protection island system located within the leased premises. To ensure compliance, the Lessee shall place and maintain signs stating "no public access allowed" around all components of the storm protection island system in a manner that is clearly visible to any persons utilizing the surrounding submerged lands. Additionally, to preclude public access from Tombolo Point, the Lessee shall install and maintain a fence with a locked access gate immediately landward of the peninsular structure. Commercial and private activities shall be prohibited within the limits of the storm protection island system unless the State of Florida Department of Environmental Protection, as staff to the Lessor, has authorized the activity in writing prior to the commencement of the activity. The Lessee shall manage, maintain and monitor the storm protection island system in accordance with the terms and conditions of the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011.

B. During the term of this lease and all subsequent renewals modifications, the Lessee shall obtain and maintain adequate property insurance coverage and/or establish and maintain an island maintenance and performance fund sufficient to cover the repair of any damages to the islands as a result of any event.

C. If the State of Florida Department of Environmental Protection, as staff to the Lessor, determines that the storm protection island system does not function to protect the Lessee's waterfront marina from future storm events, this lease will be presented to the Lessor at a regularly scheduled meeting for a determination as to whether this lease should be terminated. If premises to their original condition at the sole cost and expense of the Lessee.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brad Richardson, Senior Management Analyst Supervisor,
Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental
Protection, as agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust Fund of the
State of Florida

Original Signature

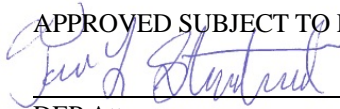
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brad Richardson, Senior Management Analyst Supervisor, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



5/11/2020

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Fort Pierce, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Linda Hudson
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Linda Hudson as Mayor, for and on behalf of City of Fort Pierce, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

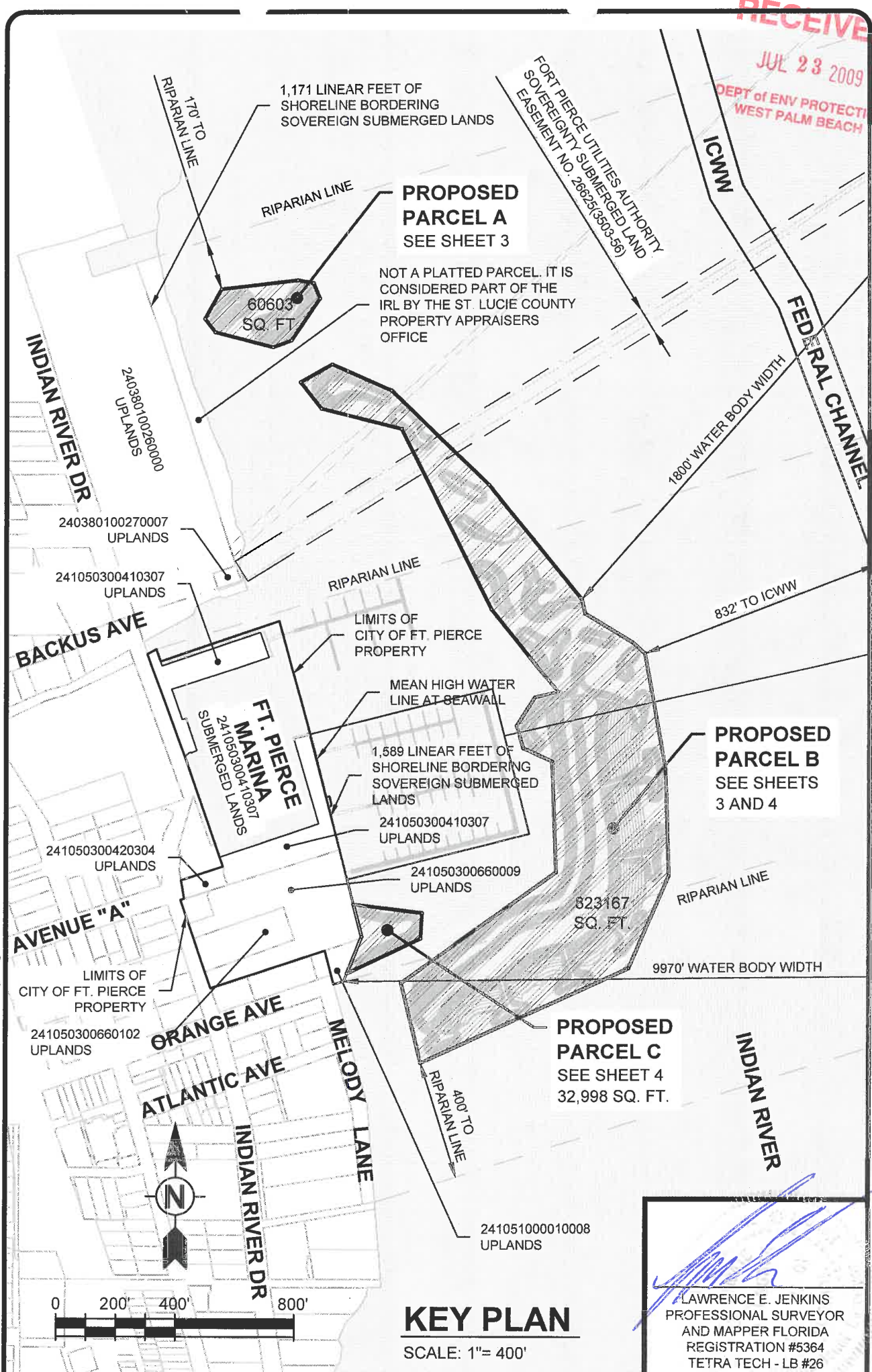
Google

Address 1 Ave A
Fort Pierce, FL 34950



1 Avenue A
Fort Pierce, FL 34950

RECEIVED
 JUL 23 2009
 DEPT of ENV PROTECTION
 WEST PALM BEACH



KEY PLAN
 SCALE: 1"= 400'

(Signature)
 LAWRENCE E. JENKINS
 PROFESSIONAL SURVEYOR
 AND MAPPER FLORIDA
 REGISTRATION #5364
 TETRA TECH - LB #26

TETRA TECH
 www.tetrattech.com
 201 EAST PINE STREET, SUITE 1000
 ORLANDO, FL 32801
 PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
**PROPOSED
 SUBMERGED LANDS
 LEASE**
 CITY OF FT. PIERCE MARINA
 ST. LUCIE COUNTY, FL

Project:	106-3088.9010.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	1 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:56:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\DWG\VP\XP LeaseParcel.dwg LAYOUT: 1 USER NAME: CHAD I. SANFORD

Wednesday, July 22, 2009 3:57:06 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\DWG\XP LeaseParcel .DWG LAYOUT: 2 USER NAME: CHAD J. SANFORD

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75° 18' 19"W	200.93'
L2	S37° 45' 40"E	56.28'
L3	S28° 59' 31"W	114.86'
L4	S83° 33' 16"W	258.20'
L5	N80° 24' 14"W	53.39'
L6	N22° 07' 44"W	55.90'
L7	N34° 01' 01"E	170.81'
L8	N69° 47' 35"E	65.58'
L9	N54° 10' 29"E	639.35'
L10	N2° 05' 19"W	371.99'
L11	N65° 29' 33"W	106.71'
L12	N15° 54' 02"W	79.18'

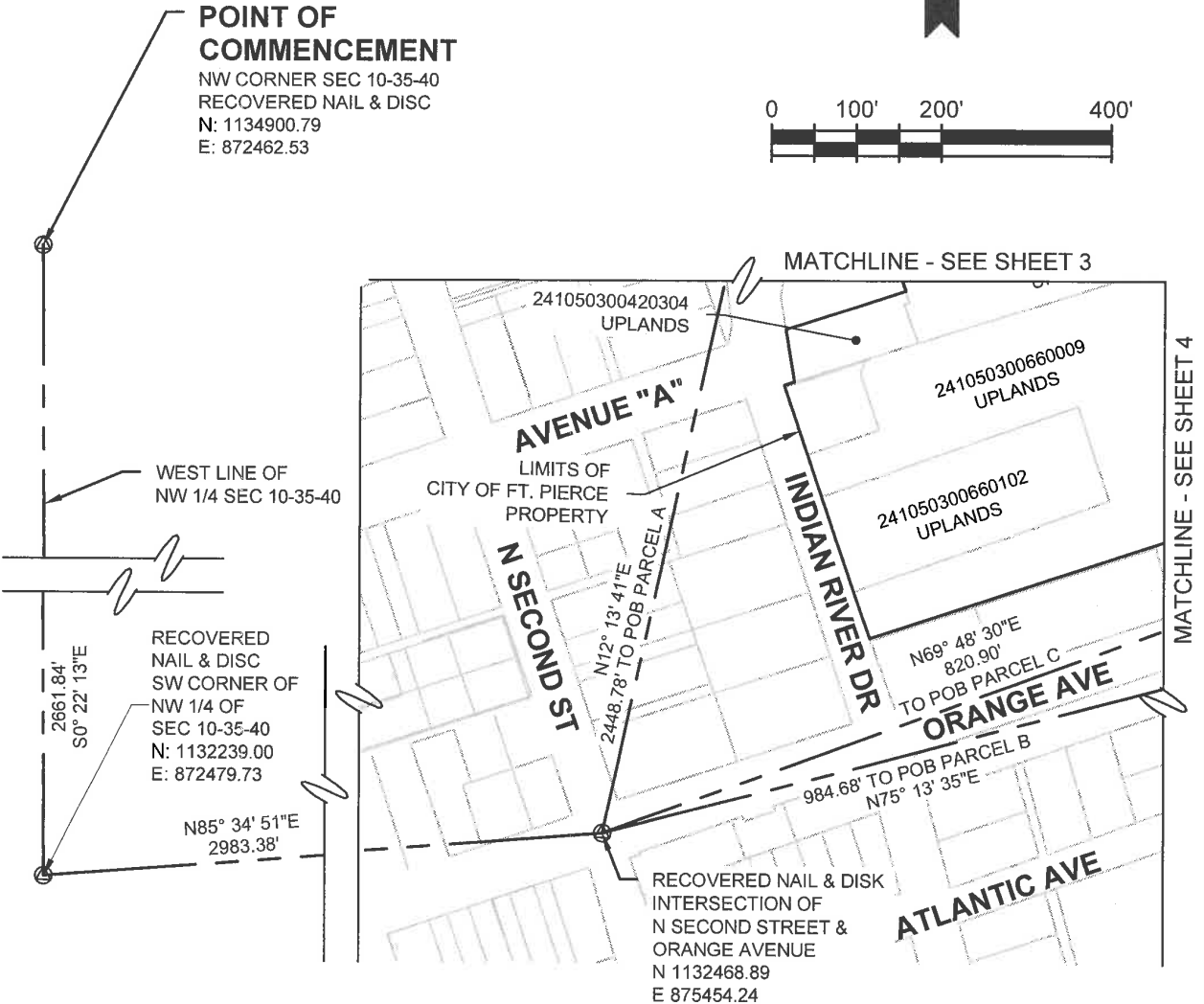
LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N32° 01' 33"E	113.62'
L14	N75° 04' 46"E	80.17'
L15	N38° 53' 08"W	356.84'
L16	N26° 26' 26"W	676.45'
L17	N75° 45' 10"W	278.50'
L18	N37° 58' 13"W	113.78'
L19	N60° 51' 06"E	122.12'
L20	S66° 17' 27"E	217.39'
L21	S45° 44' 11"E	457.04'
L22	S39° 01' 43"E	495.09'
L23	S13° 26' 09"E	48.10'
L24	S59° 02' 17"E	185.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S48° 07' 20"E	56.74'
L26	S10° 07' 57"E	399.04'
L27	S1° 48' 16"E	357.45'
L28	S23° 21' 19"W	338.23'
L29	S65° 07' 36"W	768.49'
L30	N13° 42' 58"W	278.32'
L31	N21° 49' 55"E	132.00'
L32	N14° 17' 48"W	112.68'
L33	S83° 06' 11"E	232.15'
L34	S3° 03' 18"W	86.35'
L35	S64° 32' 58"W	273.69'



POINT OF COMMENCEMENT

NW CORNER SEC 10-35-40
RECOVERED NAIL & DISC
N: 1134900.79
E: 872462.53



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
**PROPOSED
SUBMERGED LANDS
LEASE**

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

Date: 7/16/09

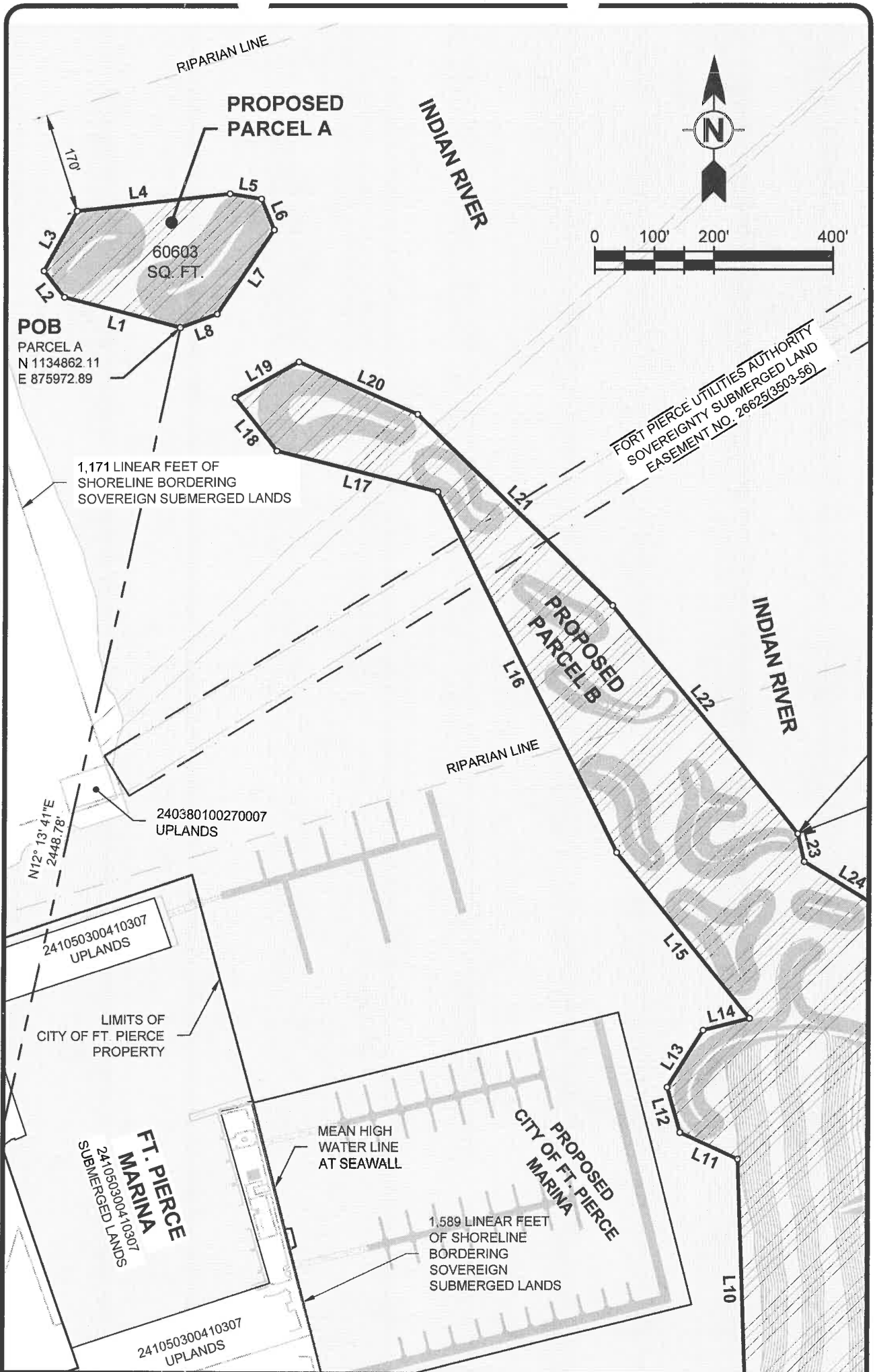
Designed By: CIS

Drawing No.

2 OF 6

Copyright: Tetra Tech

Wednesday, July 22, 2009 3:57:23 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\Parcel.DWG LAYOUT: 3 USER NAME: CHAD I. SANFORD



TETRA TECH

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201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
**PROPOSED
SUBMERGED LANDS
LEASE**

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

Date: 7/16/09

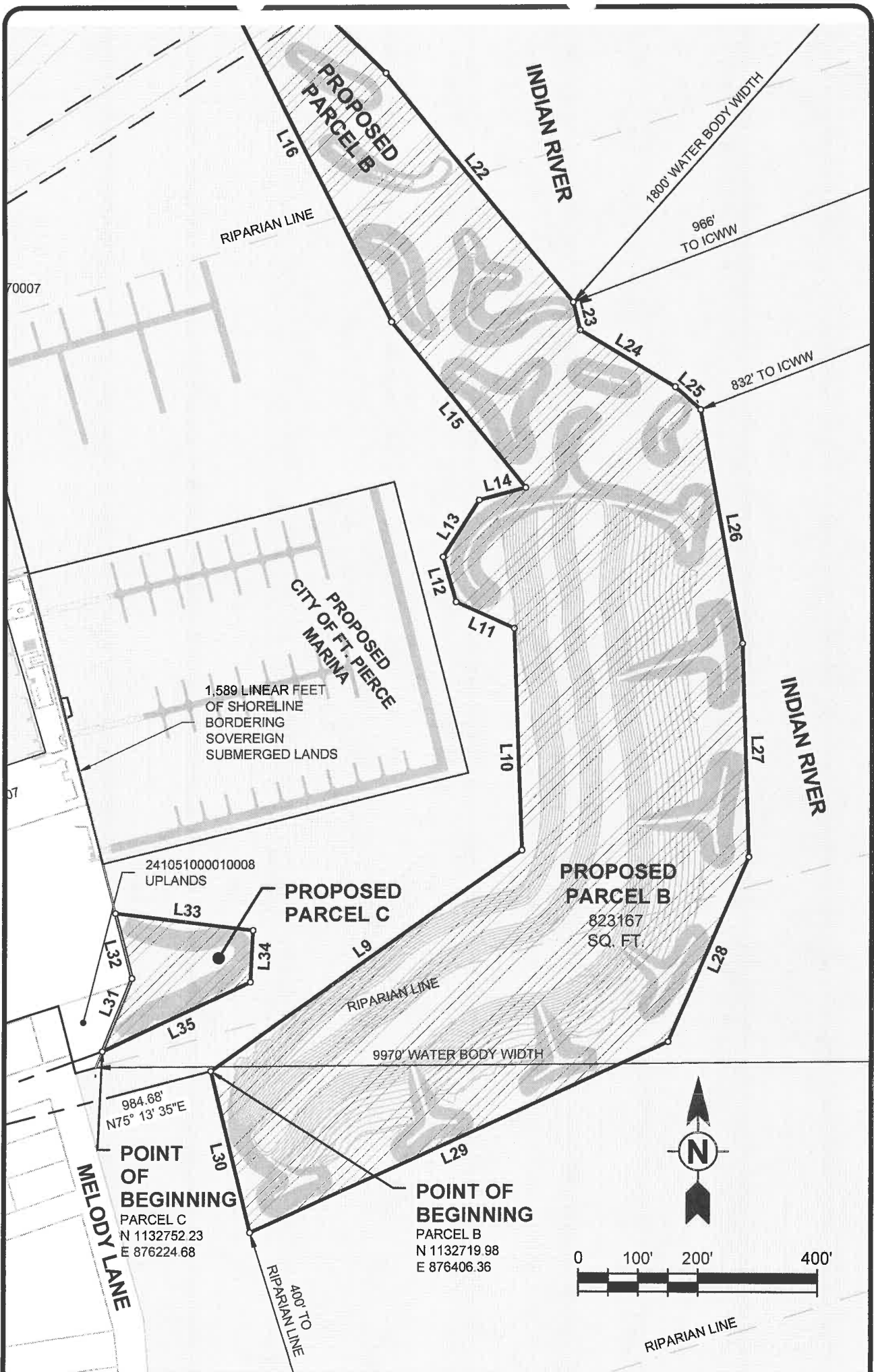
Designed By: CIS


Drawing No.

3 OF 6

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Wednesday, July 22, 2009 3:57:43 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\Y-XP Lease\Parcel .DWG LAYOUT: 4 USER NAME: CHAD I. SANFORD



 TETRA TECH www.tetrattech.com 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801 PHONE: (407) 839-3955 FAX: (407) 839-3790	SKETCH OF DESCRIPTION PROPOSED SUBMERGED LANDS LEASE CITY OF FT. PIERCE MARINA ST. LUCIE COUNTY, FL	Project: 106-3088.9010.0020
		Date: 7/16/09
		Designed By: CIS
		Drawing No. 4 OF 6

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LEGAL DESCRIPTION: (PARCEL A)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N12°13'41"E, FOR A DISTANCE OF 2,448.78 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1134862.11, E 875972.89); THENCE RUN N75°18'19"W, FOR A DISTANCE OF 200.93 FEET; THENCE RUN N37°45'40"W, FOR A DISTANCE OF 56.28 FEET; THENCE RUN N28°59'31"E, FOR A DISTANCE OF 114.86 FEET; THENCE RUN N83°33'16"E, FOR A DISTANCE OF 258.20 FEET; THENCE RUN S80°24'14"E, FOR A DISTANCE OF 53.39 FEET; THENCE RUN S22°07'44"E, FOR A DISTANCE OF 55.90 FEET; THENCE RUN S34°01'01"W, FOR A DISTANCE OF 170.81 FEET; THENCE RUN S69°47'35"W, FOR A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.

(CONTAINING 60,603 SQ. FT. OR 1.391 ACRES, MORE OR LESS)


LEGAL DESCRIPTION: (PARCEL B)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N75°13'35"E, FOR A DISTANCE OF 984.68 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1132719.98, E 876406.36); THENCE RUN N54°10'29"E, FOR A DISTANCE OF 639.35 FEET; THENCE RUN N02°05'19"W, FOR A DISTANCE OF 371.99 FEET; THENCE RUN N65°29'33"W, FOR A DISTANCE OF 106.71 FEET; THENCE RUN N15°54'02"W, FOR A DISTANCE OF 79.18 FEET; THENCE RUN N32°01'33"E, FOR A DISTANCE OF 113.62 FEET; THENCE RUN N75°04'46"E, FOR A DISTANCE OF 80.17 FEET; THENCE RUN N38°53'08"W, FOR A DISTANCE OF 356.84 FEET; THENCE RUN N26°26'26"W, FOR A DISTANCE OF 676.45 FEET; THENCE RUN N75°45'10"W, FOR A DISTANCE OF 278.50 FEET; THENCE RUN N37°58'13"W, FOR A DISTANCE OF 113.78 FEET; THENCE RUN N60°51'06"E, FOR A DISTANCE OF 122.12 FEET; THENCE RUN S66°17'27"E, FOR A DISTANCE OF 217.39 FEET; THENCE RUN S45°44'11"E, FOR A DISTANCE OF 457.04 FEET; THENCE RUN S39°01'43"E, FOR A DISTANCE OF 495.09 FEET; THENCE RUN S13°26'09"E, FOR A DISTANCE OF 48.10 FEET; THENCE RUN S59°02'17"E, FOR A DISTANCE OF 185.44 FEET; THENCE RUN S48°07'20"E, FOR A DISTANCE OF 56.74 FEET; THENCE RUN S10°07'57"E, FOR A DISTANCE OF 399.04 FEET; THENCE RUN S01°48'16"E, FOR A DISTANCE OF 357.45 FEET; THENCE RUN S23°21'19"W, FOR A DISTANCE OF 338.23 FEET; THENCE RUN S65°07'36"W, FOR A DISTANCE OF 768.49 FEET; THENCE RUN N13°42'58"W, FOR A DISTANCE OF 278.32 FEET TO THE POINT OF BEGINNING.

(CONTAINING 823,167 SQ. FT. SQUARE FEET OR 18.897 ACRES, MORE OR LESS)

Wednesday, July 22, 2009 3:57:49 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\DWG\XP Lease\Parcel .DWG LAYOUT: 5 USER NAME: CHAD I. SANFORD

 TETRA TECH <small>www.tetrattech.com</small> 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801 PHONE: (407) 839-3955 FAX: (407) 839-3790	SKETCH OF DESCRIPTION PROPOSED SUBMERGED LANDS LEASE CITY OF FT. PIERCE MARINA ST. LUCIE COUNTY, FL	Project: 106-3088.9010.0020
		Date: 7/16/09
		Designed By: CIS
		Drawing No. 5 OF 6

Copyright: Tetra Tech

LEGAL DESCRIPTION: (PARCEL C)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N69°48'30"E, FOR A DISTANCE OF 820.90 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL, HAVING A STATE PLANE COORDINATE OF N 1132752.23, E 876224.68); THENCE RUN N21°49'55"E, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 132.00 FEET; THENCE RUN N14°17'48"W, FOR A DISTANCE OF 112.68 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN S83°06'11"E, FOR A DISTANCE OF 232.15 FEET; THENCE RUN S03°03'18"W, FOR A DISTANCE OF 86.35 FEET; THENCE RUN S64°32'58"W, FOR A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 32,998 SQ. FT. SQUARE FEET OR 0.758 ACRES, MORE OR LESS)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
5. TOTAL PROPOSED LEASE AREA = 916,768 SQUARE FEET OR 21.046 ACRES, MORE OR LESS.
6. LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS (1,171 + 1,589) FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
7. PROPOSED DOCK INFORMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
8. THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.
9. NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.
10. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

Wednesday, July 22, 2009 4:58:17 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\IV-XP LeaseParcel.DWG LAYOUT: 6 USER NAME: CHAD I SANFORD



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201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
**PROPOSED
SUBMERGED LANDS
LEASE**

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

Date: 7/16/09

Designed By: CIS

Drawing No.

6 OF 6

Copyright: Tetra Tech

RIGHT-OF-WAY DEED

THIS DEED Made this 16th day of September, 1958, by St. Lucie County, Florida, Party of the First Part, and City of Fort Pierce, a Municipal Corporation of the State of Florida, Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of ONE (\$1.00) DOLLAR to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to the said Party of the Second Part, its successors and assigns, a right-of-way and easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

*667-7
W. McCarty
and
C. Morrison*

From an iron rod at the Northwest corner of the St. Lucie County Park property as shown on map recorded in Plat Book 7, Page 3, St. Lucie County, Florida, public records, the same being a part of the plat of RIVERSIDE ADDITION, as recorded in Plat Book 3, Page 51 of said public records, run thence Northeasterly along the North line of the said St. Lucie County Park Property 15 feet to the point of beginning of the tract herein described, from said point of beginning run Southeasterly along a line parallel to and 15 feet East of the West line of the aforesaid County Park property to the South boundary line of said County Park Property, thence run Northwesterly along the South line of the County Park Property 15 feet to the Southwest corner of said County Park Property, thence run Northwesterly along the West line of aforesaid County Park Property to the Northwest corner of aforesaid County Park Property, thence run Northeasterly along the North line of said County Park Property 15 feet to the point of beginning.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in and to said lands for street and utilities purposes; 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.



IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first aforesaid.

ST. LUCIE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS:

By *[Signature]*
Its Chairman

ATTEST: *[Signature]*
Clerk of Circuit Court

CLERK FILE NO. 81753 Indexed FILED IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY,
FLORIDA, ON THE 14 DAY OF Jan A. D.
IS 60 AT 4:03 O'CLOCK P M. AND RECORDED
IN Sub BOOK 254 PAGE 537-538
AND RECORD VERIFIED.
W. G. BAGGETT, CLERK CIRCUIT COURT ST. LUCIE COUNTY, FLA.
By *[Signature]* J. C.



347217

47

DEED

THIS DEED, made this 29th day of September, 1976, by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", to CITY OF FORT PIERCE, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having mailing address of P. O. Box 1480, Fort Pierce, Florida 33450, hereinafter called "Grantee".

*647
Melody Lane
of Melody Lane*

307

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

That portion of the below described tract lying East of that certain roadway known as Melody Lane and together with riparian rights:

FILED AND RECORDED
ST. LUCIE COUNTY
REC'D FOR THE
CLERK OF THE COURT
RECORD VERIFIED
OCT 7 2 18 PM '76

ALL of Block 1 of RIVERSIDE ADDITION as per plat thereof recorded in Plat Book 3, page 51, of the public records of St. Lucie County, Florida, including all riparian rights and any right, title or interest of the Grantor in and to the street known as Orange Avenue adjacent to said Block 1 of said RIVERSIDE ADDITION.

APPRISERS * 2410-510-0001-000/8 A
USE ONLY

347217

EXCEPTING THEREFROM those certain properties more particularly described in Deed Book 247 at page 61 and Deed Book 221 at page 377 of the public records of St. Lucie County, Florida

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same upon the express condition that the same shall be used solely for public park purposes and that no permanent structure shall be built or placed thereon which would, in any manner, obscure the view of Indian River from the lands lying on the West side of said Melody Lane. IT IS EXPRESSLY UNDERSTOOD that if the foregoing condition be violated in any manner whatsoever, the title to the above described land shall revert to and immediately vest in the Grantor, its successors and assigns.

DOCUMENTARY
DEPT. OF REVENUE
OCT 7 1976
00.30

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

John Hall
Christine Fowler

By *Michael J. Brown*
Its President
Attest: *Frank Fee*
Its Secretary
(Corp. Seal)

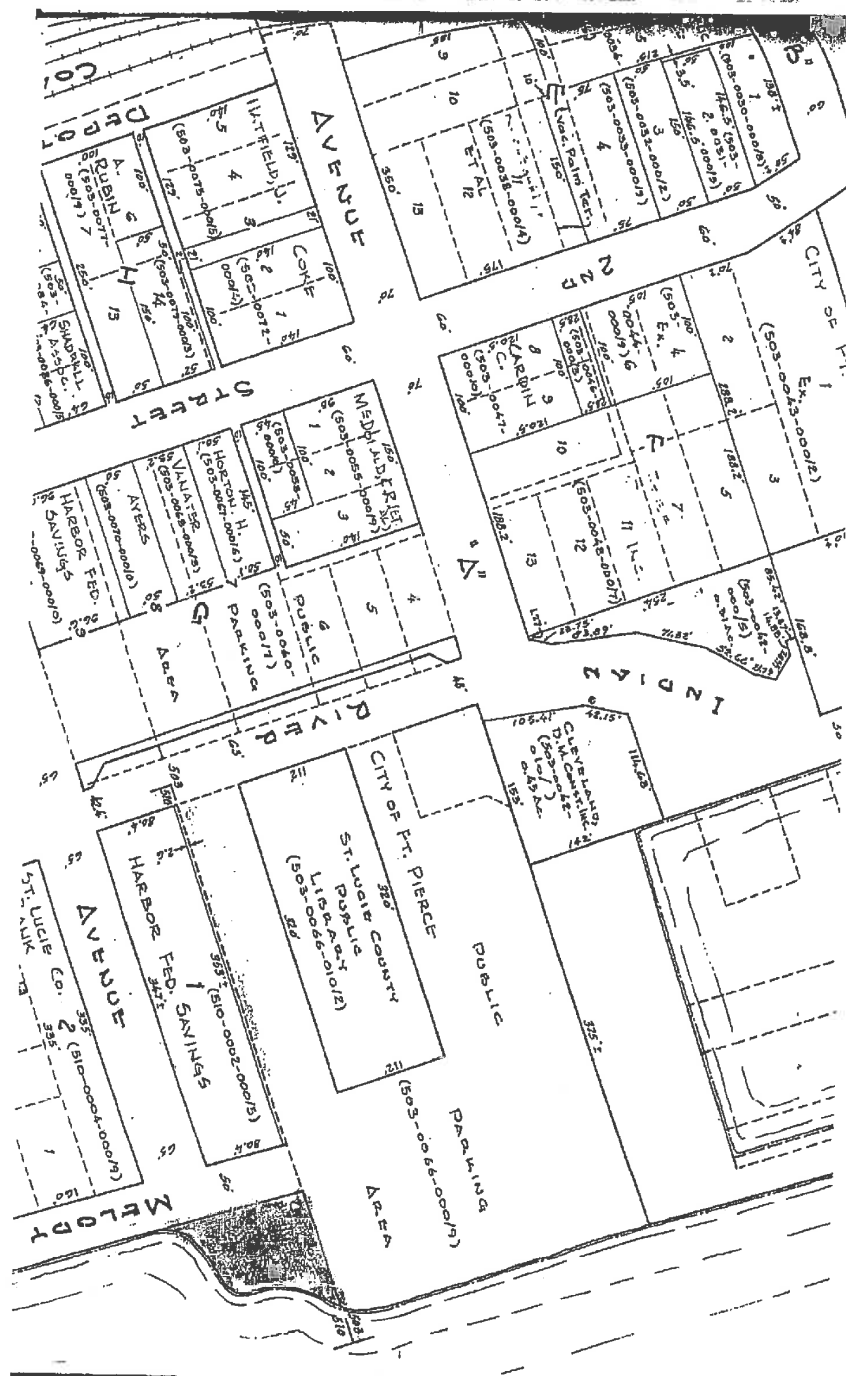
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared MICHAEL J. BROWN and FRANK FEE, to me well known to be the President and Secretary respectively of First Federal Savings and Loan Association of Fort Pierce, a U. S. corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. WITNESS my hand and official seal in the State and County aforesaid, this 29th day of September, 1976.

DOCUMENTARY
FLORIDA
OCT 7 1976
00.55

Christine Fowler
Notary Public, State of Fla. at Large
My Commission Expires 11/13/79

86-K 258 PAGE 1565



TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, (\$150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

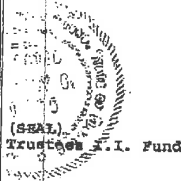
(2) SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

-1-

This is the SEI
document that
is included in
the current lease!

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1965.



Hayden Dunn
Governor

Ray E. Green
Comptroller

William L. Green
Treasurer

Carl J. Fawcett
Attorney General

Jack P. Conner
Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida.

Internal Improvement Fund, State of Florida

DEED NO. 19901

BOOK 168 PAGE 163

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 263.12 Florida Statutes, 1941, and according to the provisions and procedure provided for in Section 263.13, Florida Statutes, 1941, and for and in consideration of the sum of Thirty-nine and 00/100 (\$39.00) Dollars, to them in hand paid by CITY OF FORT PIERCE,

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, sold and conveyed to the said CITY OF FORT PIERCE and its successors ~~and assigns~~ and assigns, forever, the following described lands, to-wit:

Commencing at the interior quarter corner of Section 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida; run thence North 87.22 feet; thence North 71° 35' East, 672.9 feet to a point on the west line of Indian River Drive; thence North 18° 30' West, along the West line of Indian River Drive, 144.22 feet; thence North 71° 25' East, 50 feet to the east line of Indian River Drive as now laid out, at the northwest corner of Block 1 of "Riverside" Addition, as per plat thereof recorded in Plat Book 3, Page 51, St. Lucie County, Florida, Public Records, said point being the Point of Beginning of the tract herein described: From said Point of Beginning continue North 71° 25' East, along the north line of Block 1 of "Riverside" Addition and the easterly extension thereof, 540.18 feet to a point in Indian River; thence North 18° 30' West, 344.48 feet to the southeast corner of existing bulkhead of the Municipal Yacht Basin, said point being on the south line of Avenue "A" produced easterly; thence South 71° 25' West, along the south line of Avenue "A", 540.18 feet to the east line of Indian River Drive as now laid out; thence South 18° 30' East, along the east line of Indian River Drive, 344.48 feet to the Point of Beginning, containing 3.9 acres, more or less, and lying and being in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida.

533

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the grantees herein or their successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

DR. 201
P9 6224

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their Successors.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustee therein as granted to them by Section 28313, Florida Statutes, 1941, unto the said

CITY OF FORT PIERCE

and its successors

and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourth interest in and title in and to an undivided three-fourth interest in all the phosphate, sulphate and marble that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this 10th day of October A. D. Nineteen Hundred and Fifty-one



Allen W. ... (SEAL)
C. N. Jay (SEAL)
Edmund Larson (SEAL)
Richard W. ... (SEAL)
... (SEAL)

Clerk File No. 19763 filed
in the office of the Clerk of the Circuit
Court of St. Lucia County, Florida on the
15th day of Oct. A. D.
1951 at 3:55 o'clock P. M. and
recorded in Book
No. 168 Pages 163-164 and
record verified.



W. C. BAGGETT, Clerk
Circuit Court, St. Lucia County, Florida
By *Joyce L. Moody* D. C.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 20808

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to them in hand paid by THE CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Sections 3 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run thence North 89° 56½' East, 191.7 feet; thence South 0° 03½' East, 211.2 feet; thence South 89° 49½' East, 2342.5 feet to a point on the west shore of Indian River and the Point of Beginning of the lands herein described; From said Point of Beginning run thence North 16° 50½' West, 23.1 feet to the north line of Avenue "E"; thence North 89° 58½' East, along the north line of Avenue "E" extended eastwardly, 181.6 feet; thence North 18° 25½' West, 818.4 feet; thence North 43° 51½' East, 83.4 feet; thence North 60° 35½' East, 6.35 feet; thence South 18° 25½' East, 47.5 feet; thence North 72° 31½' East, 381.5 feet; thence South 18° 25½' East, 1811.8 feet to the northerly bankline of Moore's Creek extended eastwardly; thence South 75° 18½' West, along the northerly bankline of Moore's Creek extended eastwardly, 461.8 feet; thence North 18° 25½' West, 105.5 feet to the south line of Avenue "C" extended eastwardly; thence South 71° 24½' West, along the south line of Avenue "C" extended eastwardly, 140.3 feet; thence North 18° 42½' West, 50.0 feet to the north line of Avenue "C"; thence North 71° 24½' East, along the north line of Avenue "C" extended eastwardly, 140.4 feet; thence North 18° 25½' West, 262.6 feet to the south line of Avenue "D" extended eastwardly; thence South 89° 58½' West along the south line of Avenue "D" extended eastwardly, 186.7 feet; run thence North 1° 23½' East, 40.0 feet to the north line of Avenue "D"; thence North 89° 58½' East, along the north line of Avenue "D" extended eastwardly, 172.6 feet; thence North 18° 25½' West, 211.0 feet to the south line of Cedar Street extended eastwardly; thence South 89° 58½' West, along the south line of Cedar Street extended eastwardly, 176.8 feet; thence North 19° 34½' West, 52.2 feet to the north line of Cedar Street; thence North 89° 58½' East, along the north line of Cedar Street extended eastwardly, 177.8 feet; thence North 18° 25½' West, 211.0 feet to the south line of Avenue "E" extended eastwardly; thence South 89° 58½' West, along the south

line of Avenue "E" extended eastwardly, 182.0 feet;
thence North 19° 34½' West, 18.2 feet to the Point
of Beginning. Containing 19.7 acres.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 16th, day of November, A. D. 1954.

Charley E. Johns (SEAL)
Acting Governor

C. M. Gay (SEAL)
Comptroller

(SEAL) J. Edwin Larson (SEAL)
Trustees I. I. Fund Treasurer

Richard W. Ervin (SEAL)
Attorney General

(SEAL) Nathan Mayo (SEAL)
Dept. of Agriculture Commissioner of Agriculture

Sent to
Errol S. Willes, Mayor
City of Fort Pierce, Fla.
December 8th, 1954

As and Composing the Trustees of the
Internal Improvement Fund of the
State of Florida.

City Commission Regular Meeting - 6:00 pm

11. j.

Meeting Date: 11/02/2020

Re: Operation Agreement - Indian River State College School Resource Officer

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Approval of the Operation Agreement between the City of Fort Pierce and Indian River State College for a school resource officer.

SUMMARY:

The Fort Pierce Police Department currently provides a School Resource Officer to Indian River State College. In turn, Indian River State College pays a flat fee to the City for those services. The Operation Agreement to provide those services has been in effect since 2009, with no modifications or increases in fees to Indian River State College. The new Operation Agreement updates new language agreed to by both parties and increases the fee to Indian River State College.

RECOMMENDATION:

Approve new agreement.

ALTERNATIVES:

Do not approve agreement which will void the needed modifications.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

Tanya Earley, Assistant City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2021
Account: 101.3005.521.1010
Amount: 94,000

FISCAL IMPACT:

Project Code - IRSC

Attachments

IRSC Operation Agreement

Form Review

Inbox

Finance Department

City Manager

Form Started By: Robert Ridle

Final Approval Date: 10/28/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

10/26/2020 10:14 AM

10/28/2020 05:20 PM

Started On: 10/15/2020 03:12 PM

OPERATION AGREEMENT

Between the Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program.

THIS AGREEMENT, made and entered into this 1 day of July 2020, by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA ("College"), and THE CITY OF FORT PIERCE, FLORIDA ("City");

WITNESSETH:

- The College and the City desire to provide law enforcement and related services to Indian River State College; and
- The College and the City recognize the proven, outstanding benefits of the School Resource Officer Program ("Program") to the citizens of St. Lucie County, Florida; and particularly to the students, faculty, and the administration of the Indian River State College of St. Lucie County, Florida; and
- It is in the best interest of the College, the City and the citizens of St. Lucie County to continue this program.

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

ARTICLE I. STAFFING AND FUNDING.

The City shall provide School Resource Officers as follows:

A. Number of School Resource Officers and Term

1. The City shall assign one (1) regularly employed police officer to Indian River State College. This agreement may be renewed upon written agreement by both parties. The police officer assigned to the Program shall be known as School Resource Officer ("SRO"). He/She will provide instructions in the various aspects of law enforcement education to all students. He/She shall be available to, and work cooperatively with the College in providing technical assistance in situations involving possible violation of state and local laws or in any situation which may threaten the welfare and safety of the students, staff, or faculty.
2. The City shall assign one Police Supervisor to oversee the Police officer assigned, chosen by Fort Pierce Police Department Command. This Supervisor shall be paid by the City. In the event of a long-term illness or injury, another regularly employed officer may be used as a replacement or substitute. An Officer used as a replacement or substitute will be approved by SRO Supervisor, and the Indian River State College Director of Campus Safety and Security will have input.

B. **Financial Management:** The College shall pay the City the amount of \$94,000 for the Program, to be adjusted in the event of non-funding by the City and/or the College. The City provides salary, benefits and all necessary equipment and standard training costs for the officers unless otherwise specified or agreed to in writing by both parties and all costs of the assigned Supervisor. Payment shall be made upon the submission of quarterly invoices by the City's Comptroller.

C. **General Operation Management:**

1. The Director of Campus Safety and Security or his/her designee shall be the contact person at the Indian River State College.
2. An Evaluation of the effectiveness of the program will be made at the end of each college year by the Director of Campus Safety and Security and the SRO Supervisor.
3. The City shall be responsible for the control, direction, and all aspects of employment of the police officer assigned to the Program. The City will furnish uniforms, law enforcement equipment, and marked patrol vehicles for all officers assigned to the Program.
4. The City may dismiss or reassign an SRO based on violation of Police Department rules, regulations and/or Police Department orders, or when it is in the best interest of the citizens of Fort Pierce; however, the number and location of assignments shall remain as specified in Section A.1 above. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended illness or injury and a period exceeding thirty (30) college days arises without availability of a qualified replacement or substitute SRO, the College may adjust the amount of monies paid to the City accordingly.
5. The SRO may be reassigned without cause during the course of this Agreement, and the placement of SROs shall be a City decision based on a joint, cooperative effort with the Indian River State College and the Director of Campus Safety and Security.
6. It shall be understood, that in order to maintain the high standards of professionalism required of police officers assigned as SROs, that all SROs may and will be off campus at various times to attend mandatory training. When appropriate and not conflicting with City scheduling, the SROs shall also be available for in-service training provided by the College and non-student days and/or early release days.

D. **Monthly Activity.** Standard monthly activity sheets shall be kept and a copy furnished to the Chief Security Supervisor by the 10th day of each month. This report/record will also be kept year to date by the SRO.

E. **Regular Duty Hours of School Resource Officers.** Each SRO shall be assigned on a full-time basis of eight (8) hours during those days that the college is in regular session and students are in attendance. Regular duty will not exceed forty (40) hours per week. It is

understood that all duties required herein will be performed during the SROs regular duty. The SRO may be temporarily reassigned by the City during college holidays and vacations, or during a period of a law enforcement or college emergency. The SROs hours may be altered to meet the needs of the City or the College.

F. Regular Duties of School Resource Officers.

1. The SRO is first and foremost a law enforcement officer. The SRO shall conduct themselves as follows:
 - a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Director of Campus Safety and Security of the college aware of such action. At the Indian River State College, Director of Campus Safety and Security's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the college and related college functions, to the extent that the SRO may do so under the authority of the law.
 - (1). The SRO will in no way be hindered in making an arrest or conducting criminal investigations.
 - (2). In the event of a trespasser on campus, the SRO will be notified immediately, and at the discretion of the Director of Campus Safety and Security, a staff member may accompany or meet the SRO at the location of the trespasser.
 - b. The SRO shall give assistance to Fort Pierce Police Department officers and other law enforcement officers in matters regarding his college assignment, whenever necessary.
 - c. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to State Statute, law enforcement policy and legal requirements with regard to such interviews.
 - d. The SRO shall not act as a college disciplinarian, as disciplining students is a college responsibility. However, the SRO shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a college discipline nature, the SRO will not become involved. If the incident is of a criminal nature, the SRO will take appropriate action. SROs will continue to make probable cause and warrant arrests on campus. As per past SRO policy, a college staff member will escort the student and take them to the dean's or SRO's office (unless there is cause to believe the student is or will be violent and/or an escape risk). The arrest will take place in an office, and the student may be handcuffed in the office at the discretion of the SRO. The SRO will be immediately notified of the discovery of any type of weapon or any quantity of drugs, to include alcohol, (no matter how small) found on campus.

- e. The SRO shall move freely on campus during the beginning of the college day, class breaks, lunches, and the end of the day. The aforementioned movement prohibits students from predicting the SROs location.
 - f. The SRO may be absent from campus to book arrestees, attend court, depositions, and state attorney hearings and other law related duties.
 - g. The SRO shall wear the standard Police Department uniform except when approved by his or her Supervisor on special occasions.
 - h. During their regular duty hours, SROs will meet at a time and location as determined necessary by the City's Police Department Supervisor, for the purpose of providing briefings on criminal or current activities, training, administrative or supervisory concerns, and other practices commonly performed during a law enforcement roll call. The SRO will also have a weekly campus critique with the Indian River State College, Director of Campus Safety and Security or the Director's designee to coordinate daily activities.
 - i. The SRO shall supply copies of all police reports that may be generated by the SRO in relation to his/her assigned college to the Indian River State College, Director of Campus Safety and Security. Any report containing departmental or legally mandated confidentiality will be marked as "CONFIDENTIAL" and redacted, as appropriate, prior to submission to the Indian River State College, Director of Campus Safety and Security or his designee who will assume responsibility for maintaining confidentiality.
 - j. If at any time, a parent reports an incident to an administrator that may have criminal implications, the SRO shall be immediately notified. If a parent reports an incident to the SRO, the SRO shall immediately notify the Indian River State College, Director of Campus Safety and Security or his designee. The SRO will meet with the College Administrator and parent to advise whether there will be a need for a criminal investigation.
2. Secondly, the SRO may serve as an instructor. The SRO will conduct his or her activities in such a manner as to accomplish his/her duties as an instructor. It is understood that the SROs instructional responsibilities are second only to those of a law enforcement officer. The SRO shall conform to the following responsibilities in regard to instruction.
- a. The SRO will, during normal college hours, make himself/herself available for conference with students, parents, faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes, or otherwise, shall not be disclosed except as provided by law or court order. Any conference, meeting, or other college function scheduled outside normal college hours requiring attendance by the SRO shall be approved by the Indian River State College, Director of Campus Safety and Security and will be considered a special detail, requiring separate additional payment by the college to the SRO via the Fort Pierce Police Department special detail coordinator.

ARTICLE II. RIGHTS AND DUTIES OF THE BOARD.

The College will work cooperatively with the City in operation of the Program, and it shall be understood that Fort Pierce Police Department program guidelines will be followed by any agency participating in the Program. The College shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO duties.

- Access to an air-conditioned and properly lighted private office, which can be properly locked and secured. This office shall contain a telephone, which may be used for general business purposes.
- A file cabinet, which can be properly locked and secured.
- A desk with drawers, a chair, a bookcase or worktable, and office supplies.

ARTICLE III. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.

SROs are officers of the City and are not considered employees of the College. The College and the City acknowledge that the Police Department's SROs are Police officers who are responsible to uphold the law under the direction of the City.

ARTICLE IV. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.

SRO APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a state certified law enforcement officer.

ARTICLE V. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICERS.

- A. In the event that the Director of Campus Safety and Security of the college to which the SRO is assigned feels that a particular SRO is not effectively performing his/her duties and responsibilities, the Director shall advise the Vice President of Student Affairs who shall advise the Chief of Police that he/she wishes the SRO be removed from the program at the college. The Director shall state the reasons for removal in writing. Should the SRO feel his/her duties and responsibilities are being hindered by the college, the SRO will immediately advise his/her Supervisor in writing. In turn, the Supervisor will notify the Indian River State College and Director. If the Chief of Police so desires, the Vice President of Student Affairs and the Chief of Police, or their designee, may meet with the SRO and the Director to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the college to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO may be removed or reassigned at the discretion of the Chief of Police.

- B. The Chief of Police, or his designee, may otherwise dismiss or reassign any Officer appointed by him to act as an SRO based upon what the Chief believes is in the best interest of the people of and in Fort Pierce.

ARTICLE VI. DISPUTES.

Should any dispute arise as to the role of the SRO, the Vice President of Student Affairs at Indian River State College and the Chief of Police shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute. In the event an agreement or resolution is not reached, either party may terminate this Agreement in accordance with Article IX below.

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

ARTICLE VII. INITIAL TERM.

This Agreement shall take effect on July 1, 2020 and it shall remain in effect until and including June 30, 2022 (“initial term”), unless it is terminated earlier in accordance with Article IX below.

ARTICLE VIII. EXTENSION.

Upon the expiration of the initial term, this Agreement shall automatically extend for an additional term of one (1) year, effective July 1, 2022. Either party may opt out of the automatic extension by delivering written notice to the other party at least thirty (30) days prior to the expiration of the initial term.

ARTICLE IX. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party without cause upon a minimum of sixty (60) days prior written notice of termination delivered to the other party.

ARTICLE X. GOOD FAITH.

The College, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Indian River State College, Director of Campus Safety and Security and the Chief of Police, or their designees.

ARTICLE XI. MODIFICATION.

The Agreement constitutes the full understanding of the parties, and no terms, conditions,

understanding, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII. NON-ASSIGNMENT.

This agreement may not be assigned unless the express written consent of the College and the Chief of Police is obtained.

ARTICLE XIII. MERGER.

This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of the terms.

* * *

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized officers.

INDIAN RIVER STATE COLLEGE OF
ST. LUCIE COUNTY, FLORIDA

THE CITY OF FORT PIERCE, FLORIDA



Dr. Edwin Massey, President IRSC

Linda Hudson, Mayor

Dated: 8.25.2020

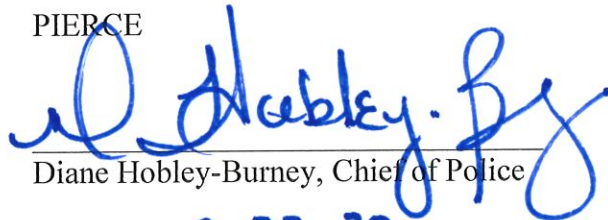
Dated: _____

Approved as to the form and legal sufficiency:

Peter Sweeney, City Attorney

Dated: _____

THE POLICE DEPARTMENT OF CITY FORT
PIERCE



Diane Hobley-Burney, Chief of Police

Dated: 9.23.20

ATTEST

Linda Cox, City Clerk

Dated: _____

City Commission Regular Meeting - 6:00 pm

11. k.

Meeting Date: 11/02/2020

Re: Approval of CRF (Coronavirus Relief Funds) Interlocal Subrecipient Agreement with St. Lucie County BOCC in the amount of \$178,000.

SUBJECT:

Approval of CRF (Coronavirus Relief Funds) Interlocal Subrecipient Agreement with St. Lucie County BOCC in the amount of \$178,000

SUMMARY:

Upon entering into FHFC Contract on 9/8/2020 (Original City Commission approval date) and 10/5/2020 (Contract Amendment approval date), the City agreed to receive and spend a total of \$283,318 on Coronavirus Relief efforts. After expenditures outlined in the Coronavirus Relief Grant Program, remaining funds in the amount of \$178,000 that must be expended by December 31, 2020 as per the FHFC contractual guidelines.

Advisement from Florida Housing Finance Corporation encourages subrecipient/interlocal agreements with community partners in order to expedite funding and to reduce probability of Duplication of Efforts.

RECOMMENDATION:

Enter into interlocal agreement in order to meet contractual guidelines.

ALTERNATIVES:

Do not enter into agreement and risk contract default; thereby having to return funds not used by December 31, 2020.

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Division

COORDINATED WITH:

Sheila Wise, Reporting and Grants Specialist, Grants Administration Division
Jennifer Hance, Housing Manager, St. Lucie County

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2021
Account: 10595025548426
Amount: 178000

OTHER INFORMATION:

This amount includes the allowable 10 percent administrative costs from grant funds.

Attachments

DRAFT - Interlocal/Subrecipient Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/26/2020 10:13 AM
City Manager	Nick Mimms	10/28/2020 05:23 PM
Finance Department	Jennifer Robinson	10/28/2020 05:47 PM
City Manager	Nick Mimms	10/28/2020 05:50 PM
Form Started By: Caleta Scott		Started On: 10/21/2020 05:12 PM
Final Approval Date: 10/28/2020		

CORONAVIRUS RELIEF FUND (CRF)
SUB-GRANTEE AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered between _____ ("Sub-Grantee"), a public/private non-profit/for-profit corporation operating under the laws of the State of Florida, whose corporate headquarters' mailing address is _____, and _____ ("LG"), a political subdivision organized under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds" or "CRF funds") has been distributed to the City/County under a written Subrecipient Agreement with the Florida Housing Finance Corporation;

WHEREAS, the Subrecipient has legal authority to enter into this agreement and possesses the experience and ability necessary to conduct and perform the services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the City/County and has been selected as a qualified Sub-Grantee to carry out the scope of work identified in this agreement;

WHEREAS, the Sub-Grantee and City/County wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

- A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.
- B. Definitions:
 1. "Administrative Expenditures" means funds, not to exceed _____ of the contract award, expended by Sub-Grantee to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
 2. "Annual income" means annual income as defined under the Section 8 housing assistance

payments programs in 24 C.F.R. part 5.

3. “Eligible Housing” means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Sub-Grantee.
 4. “Eligible Persons” or “Households” means one or more natural persons or a family determined by Sub-Grantee to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
 5. “Eligible Sponsor” means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
 6. “Expended” means the affordable housing activity is complete.
 7. “Program Income” means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds that must be returned to the local government by the Sub-Grantee or sponsor.
 8. “Project Delivery Costs” means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
 9. “Sub-Grantee” means a person or organization contracted by the City/County that is compensated with CRF funds to provide administration of any portion of the CRF.
3. Allocation and Use of Funds:
- a. Amount of Funds Available to Sub-Grantee: The total funds made available to Sub-Grantee under this Agreement is: \$_____.
 - b. Disbursement of Funds to Sub-Grantee: The available funds will be disbursed to Sub-Grantee for activities described in Item 3.d., below. Funds will be disbursed on a reimbursement basis. 50% of the funds provided must be expended by _____ and 100% of the funds provided must be expended no later than _____. If the local government determines that the Sub-Grantee has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the local government may terminate this agreement providing 10 days written notice to the Sub-Grantee for failure to comply with the terms of the agreement. The Sub-Grantee, at the discretion of the City/County may provide a written plan to address the issues prepared by the Sub-Grantee and submitted to City/County for approval.

- c. Establishment of CRF Trust Fund: Sub-Grantee must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
- d. Expenditure of Funds by Sub-Grantee: CRF funds shall be Expended by Sub-Grantee for the following:
 - i. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative _____ percent of CRF funds incurred by Sub-Grantee, a consultant to Sub-Grantee, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
 - ii. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
 - iii. CRF funds may be used for the following pre-approved program purposes or activities:
 - 1. Rental assistance payments (including back rent, deposits and utility payments);
 - 2. Mortgage payments and buydowns;
 - 3. Emergency repair of housing;
 - 4. Assistance to homeowners to pay insurance deductibles;
 - 5. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
 - 6. Foreclosure or eviction prevention, including monthly rent and associated fees; and
 - 7. Homeownership counseling.

All other activities must be presented in writing to the City/County and approved in writing prior to implementation.
- e. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Sub-Grantee is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.
- f. Advertisement of Availability of Funds: CRF funding availability shall be advertised by Sub-Grantee in newspaper, website, Facebook, flyers or other method with outreach to as many eligible persons as possible reaching racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
 - I. The amount of funds projected to be received from the state for the fiscal year(s).
 - II. The beginning and ending date of the application period;
 - III. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
 - IV. Copies of all outreach shall be retained and provided the City/County upon request.
- g. Repayments:
 - i. The Sub-Grantee shall only expend funding under this Agreement for allowable costs

resulting from obligations incurred during the eligible period of performance. The Sub-Grantee shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.

- ii. The Sub-Grantee shall refund to the City/County any unobligated funds which have been advanced or paid to the Sub-Grantee upon termination of this Agreement.
 - iii. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to the City/County upon termination of this Agreement.
 - iv. Upon termination of this Agreement, or upon any determination made indicating such, the Sub-Grantee shall refund to City/County any funds paid in excess of the amount to which the Sub-Grantee or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
 - v. The Sub-Grantee shall refund to the City/County any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to the City/County within 15 calendar days from Sub-Grantee's receipt of notification of such non-compliance.
 - vi. The Sub-Grantee's obligations under this section will survive the termination of the Agreement.
- h. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- i. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Sub-Grantee shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
4. Application for CRF Eligible Person or Household Assistance: Sub-Grantee shall establish criteria for CRF assistance and develop an application for CRF eligibility.
- a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
 - b. At a minimum, an application for program assistance should contain the following items for each household members:
 - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - iii. Sources of annual income, including earned, unearned and asset income, and a statement

- signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
- iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.
 - v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
5. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
 - a. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - b. Eviction prevention not to exceed 10 months' rent; or
 - c. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable.
 6. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes can be part of PITI to the lender.
 7. Income Categories: All households assisted must be at or below 120% of the area median income.
 8. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.
 9. Reporting Requirements: The Sub-Grantee must provide City/County with monthly reports beginning on September 15, 2020 and a closeout report by February 5, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the City/County. All funds must be accounted for on the CRF Data Upload Form as provided by City/County. Quarterly reports are due to City/County no later than 10 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 15, 2020.
 10. Program Compliance
 - a. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Sub-Grantee must maintain a separate file for every applicant, Eligible Person, subrecipient or Sponsor, regardless of whether the request was approved or denied.
 - i. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - ii. Record and File Retention: The Sub-Grantee is required to retain records and other relevant documentation for each applicant, Eligible Person, Subrecipient or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 1. The minimum requirements for documentation of award depends upon the type

of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a the need for additional documentation.

2. Eligible Sponsors (developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Sub-Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Sub-Grantee's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 3. In cases where a Sub-Grantee is used to administer CRF, Sub-Grantee is ultimately responsible for program compliance.
 4. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Sub-Grantee must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 - a. applications;
 - b. program and set-aside records;
 - c. housing agreements;
 - d. income verifications and
 - e. other records as required by the City/County, Florida Housing or federal, state and local law or regulations.
 5. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
- iii. Access to Files: Florida Housing Finance Corporation, the City/County or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the City/County staff or its designated monitoring agent.
- b. Files Management and Record Retention relating to Sub-Grantee and Administration of this Agreement:
- i. The Sub-Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the City/County under this Agreement.
 - ii. Contents of the Files: Sub-Grantee must maintain files containing documentation to

verify all compensation to Sub-Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Sub-Grantee in connection with this Agreement. Sub-Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

- iii. Record and File Retention: Sub-Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - iv. Access to the Files: As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., the City/County, Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Sub-Grantee that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Sub-Grantee and its employees shall allow the City/County, Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - v. Return of the Files: In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Sub-Grantee under this Agreement must be submitted to the City/County within 10 days of such termination at the expense of Sub-Grantee.
- c. Compliance Monitoring: Sub-Grantee must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Sub-Grantee:
- i. Sub-Grantee must maintain a financial tracking system provided by City/County that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
 - ii. Sub-Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, if applicable, but are not limited to:
 - 1. Proof of income compliance;
 - 2. Proof of homeownership;
 - 3. Proof of use of FEMA proceeds;
 - 4. Documentation of all required inspections including mold remediation and wood destroying organisms;
 - 5. Documentation of any required remediation;
 - 6. Certificate of Occupancy;
 - 7. Placed in Service documentation;
 - 8. Proof of contract or eligibility;
 - 9. Documentation of payments made on the award; and
 - 10. Documentation of the value/sales price of the unit, as applicable.
- d. Cooperation with Inspector General: Sub-Grantee understands its duty, pursuant to Section

- 20.055(5), Fla. Stat., to cooperate with the City/County, Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Sub-Grantee will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.
- e. Technical Assistance: Training and technical assistance is available to Sub-Grantee to assist in the development and implementation of the CRF. This technical assistance shall be provided by City/County staff and Florida Housing's Catalyst contractor.
 - f. Program Income: Program Income realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to the City/County.
 - g. Recaptured Funds: Recaptured Funds realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to the City/County.

11. Contacts

City

Sub-Grantee

12. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In

accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Grantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or Sub-Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Grantee must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** ([42 U.S.C. 7401-7671q](#)) and the **Federal Water Pollution Control Act** as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(H) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See [§ 200.322](#) Procurement of recovered materials.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

13. Default and Remedies

- a. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of City/County to continue doing business with Sub-Grantee or assign any future transaction to Sub-Grantee shall, if City/County so elects, terminate and City/County may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the City/County may continue doing business with the Sub-Grantee as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Sub-Grantee in the transaction or any future transaction.
- b. The Events of Default shall include, but not be limited to, the following:
 - i. If any report, information or representation provided by Sub-Grantee in this Contract is inaccurate, false or misleading in any respect;
 - ii. If any warranty or representation made by Sub-Grantee in this Contract or any other outstanding agreement with City/County is deemed by City/County to be inaccurate, false or misleading in any respect;
 - iii. If Sub-Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
 - iv. If, in the sole discretion of City/County, Sub-Grantee has failed to perform or complete any of the services identified in the attachments;
 - v. If Sub-Grantee has not complied with all Florida laws, federal laws, City/County rules or City/County policies applicable to the work;
 - vi. If Sub-Grantee has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
 - vii. If Sub-Grantee does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

- viii. If Sub-Grantee commits fraud in the performance of its obligations under this Contract;
or
- ix. If Sub-Grantee refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, City/County will provide written notice of the Default detailing the grounds that constitute the Event of Default.

- c. Upon the occurrence of any Event of Default listed in subparagraph 2. above, City/County may provide Sub-Grantee a reasonable period of time to cure the Event of Default (Cure Period). If City/County provides a Cure Period, City/County will notify the Sub-Grantee of the length of the Cure Period in the Notice of Default.
- d. If City/County provides a Cure Period and if the Sub-Grantee is unable or unwilling to cure the Event of Default within the Cure Period, City/County may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude City/County from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
 - i. City/County may terminate the Contract on the 10th day after Sub-Grantee receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
 - ii. City/County may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

City/County may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Sub-Grantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Sub-Grantee to reimburse City/County for the amount of costs incurred; or

 - iii. City/County may exercise any other rights or remedies that may be otherwise available under law.

14. Termination

- a. City/County may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Sub-Grantee, from the date sent from City/County .
- b. The Sub-Grantee may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to City/County at the physical or electronic address, as applicable, of _____ The Sub-Grantee shall be responsible

for all costs arising from the resignation of the Sub-Grantee.

- c. Upon expiration or termination of this Agreement, the Sub-Grantee shall transfer to City/County any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

15. General Provisions

- a. Compliance with all Applicable Laws and Regulations: Sub-Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Sub-Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Sub-Grantee further agrees to include this provision in all contracts with Eligible Persons, Subrecipients, Sponsors or subcontracts issued as a result of this Agreement. Sub-Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by City/County.
- b. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
- c. Insurance: Sub-Grantee agrees to carry liability and other appropriate forms of insurance. City/County shall have no liability except as specifically provided in this Agreement.
- d. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- e. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
- f. Lobbying: In accordance with Section 216.347, Fla. Stat., Sub-Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
- g. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Sub-

Grantee in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Sub-Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

h. If Sub-Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Sub-Grantee's duty to provide public records relating to this contract, contact _____

i. Personally Identifiable Information (PII); Security:

1. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee must provide for the security of such PII, in a form acceptable to City/County, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Sub-Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold City/County harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
2. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee shall provide City/County with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Sub-Grantee does not carry stand-alone cyber liability coverage, Sub-Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
3. Sub-Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
4. Sub-Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
5. Sub-Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Sub-Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
6. Sub-Grantee agrees that any and all transmission or exchange of

system application data with City/County and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

7. If Sub-Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify City/County Contract Administrator within 48 hours.
8. In the event of a breach of PII or other sensitive data, Sub-Grantee must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Sub-Grantee must immediately notify City/County in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Sub-Grantee's corrective action plan; and the timelines associated with the corrective action plan.

J. Other Provisions:

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in _____ County.
2. No waiver by City/County of any right or remedy granted hereunder or failure to insist on strict performance by Sub-Grantee shall affect or extend or act as a waiver of any other right or remedy of City/County hereunder or affect the subsequent exercise of the same right or remedy by City/County for any further or subsequent default by Sub-Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
3. Any power of approval or disapproval granted to City/County under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
4. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the Effective Date.

City/County

By: _____

Name/Title: _____

Date: _____

FEIN: _____

Sub-Grantee

By: _____

Name/Title: _____

Date: _____

City Commission Regular Meeting - 6:00 pm

12. a.

Meeting Date: 11/02/2020

Re: Annexation - 504 Tumblin Kling Road - Jetson Investments Inc

SUBJECT:

Legislative Hearing - Ordinance 20-029 - extending the territorial limits of the City of Fort Pierce, to include 504 Tumblin Kling Road in Fort Pierce, Florida. SECOND READING

SUMMARY:

A Voluntary Application for Annexation of a parcel of land along with a Future Land Use Designation of General Commercial (GC) and a Zoning designation of General Commercial (C-3).

RECOMMENDATION:

Approve

ALTERNATIVES:

Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, MCRP, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of \$88,871.

Attachments

Ordinance 20-029

Staff Presentation

Staff Packet

Applicant Packet

Public Certification Notification

Form Review

Inbox

City Manager

Form Started By: Brandon Creagan

Final Approval Date: 10/20/2020

Reviewed By

Nick Mimms

Date

10/07/2020 06:15 PM

Started On: 10/07/2020 03:18 PM

ORDINANCE NO. 20-029

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **504 TUMBLIN KLING ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their September 8, 2020 meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on September 20, 2020, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on September 20, 2020, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

a) Parcel IDs: 2434-314-0005-000-8

THE SOUTH 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 90 FEET THEREOF, AND LESS THE WEST 60 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE WEST 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 90 FEET OF THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. (ORB 3453, PG. 974)

Said property containing 3.64 acres said property being generally located at 504 Tumblin Kling Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2021 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

Pete Sweeney
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 20-029 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, October 4, 2020 and Sunday, October 11, 2020; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 19, 2020; and was duly introduced, read by title only, and passed on second and final reading November 2, 2020, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of November, 2020.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

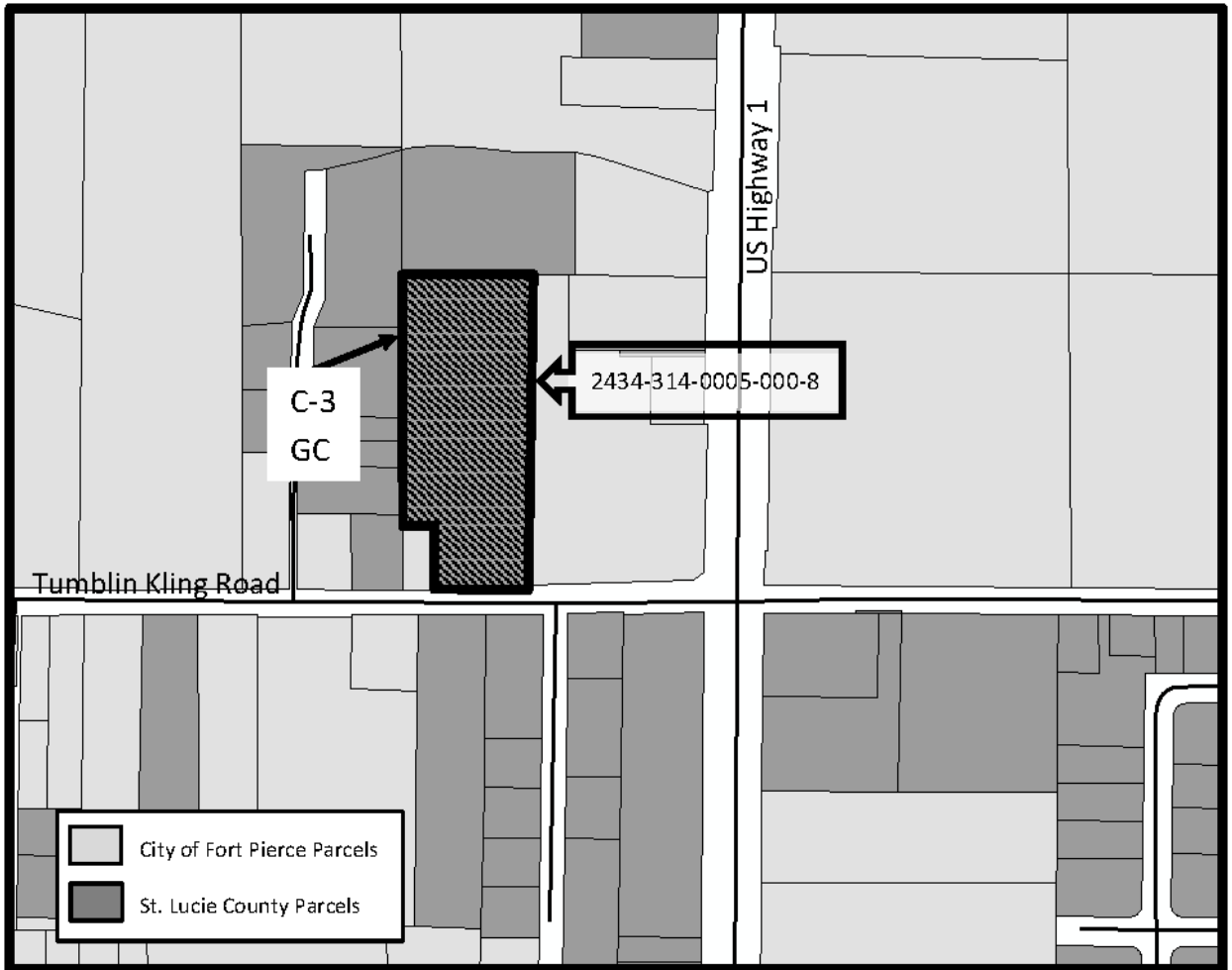
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension



EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a zoning of Commercial General (CG) with a Future Land Use of Commercial (COM). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of General Commercial (C-3) and have a Future Land Use Designation of General Commercial (GC).

Application for Annexation



504 Tumblin Kling Road



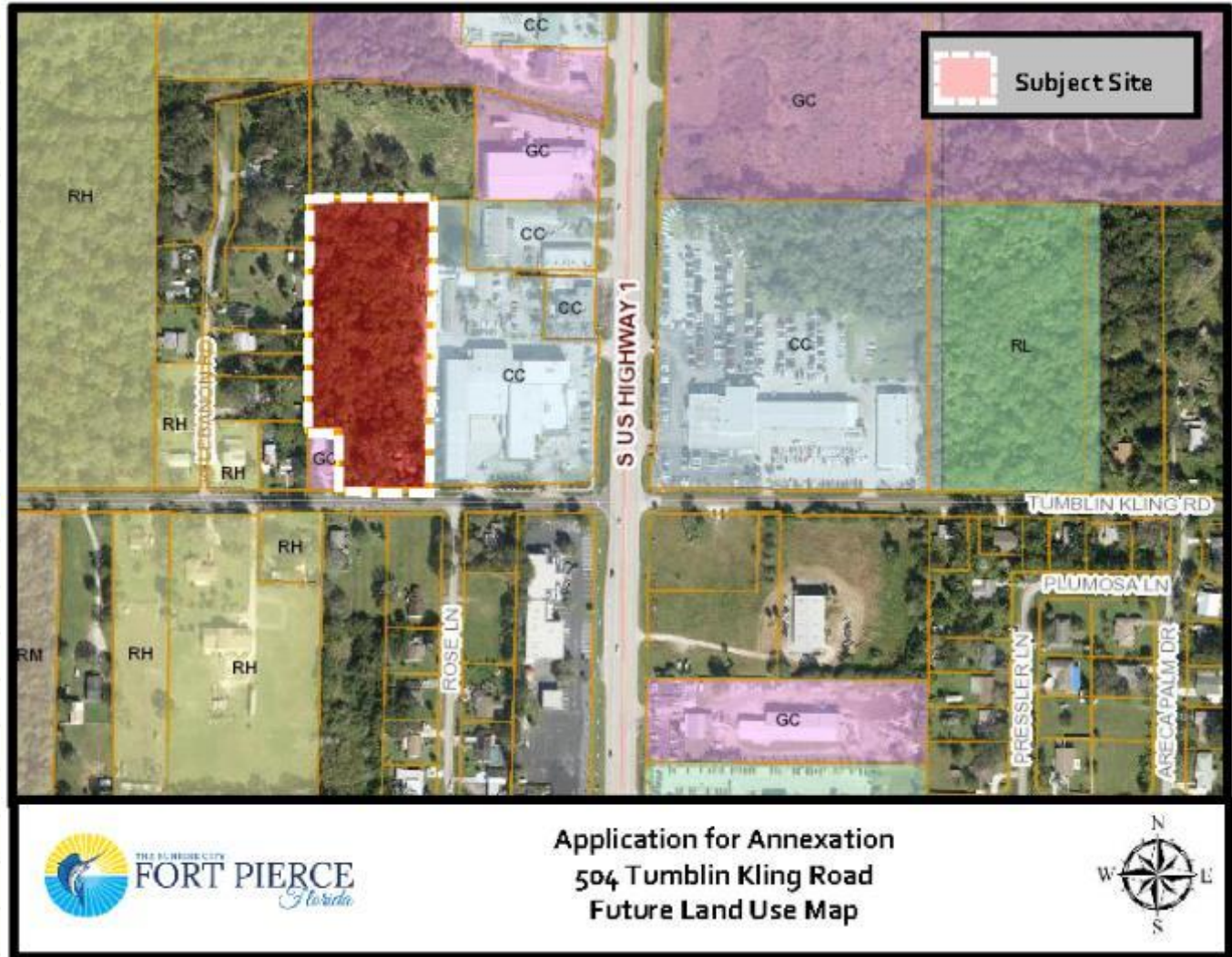
Site Aerial Map



Application for Annexation
504 Tumblin Kling Road
Aerial Map

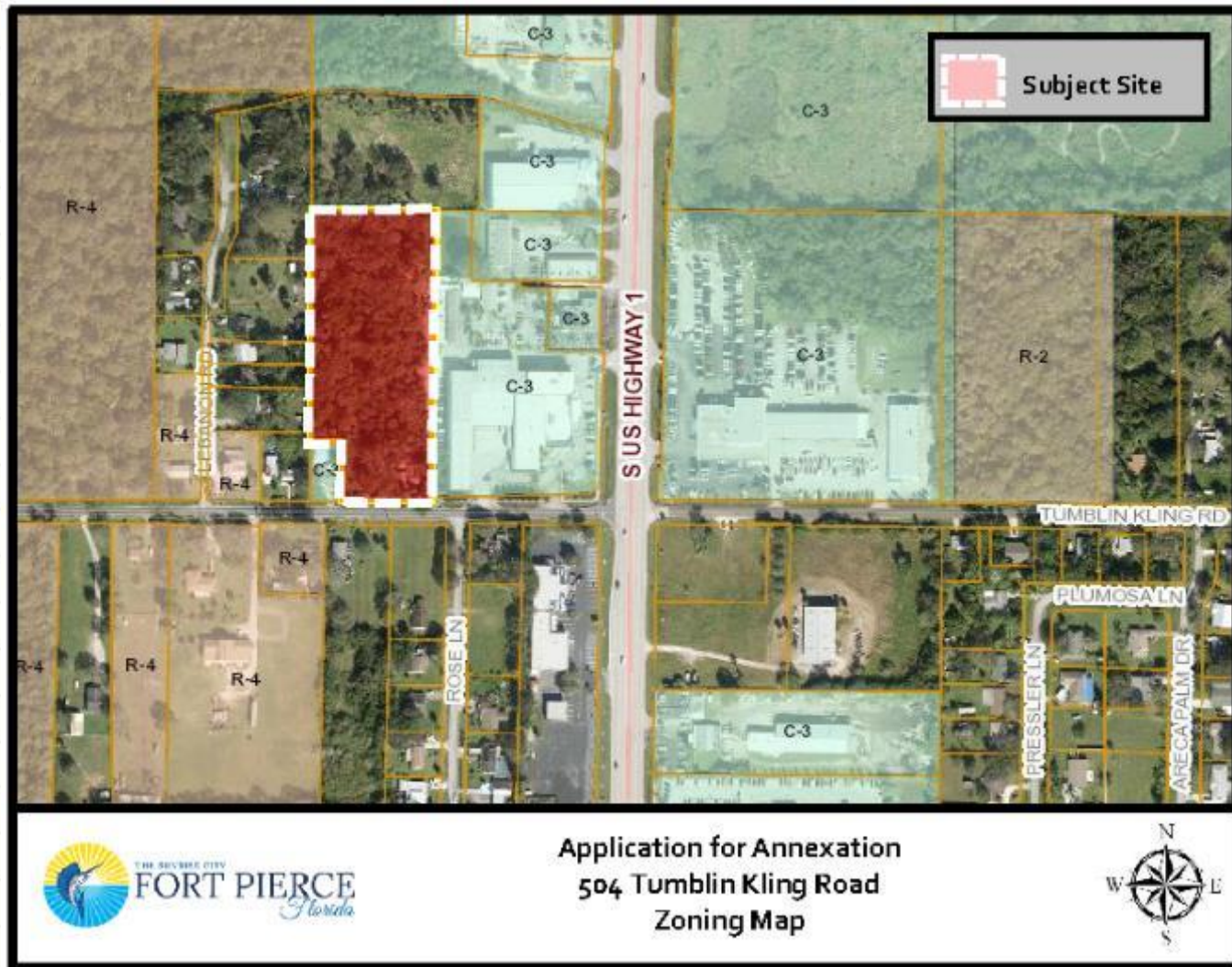


Future Land Use Map



- Current County FLU: Commercial (COM)
- Proposed City FLU: General Commercial (GC)

Zoning Map



- Current County Zoning: Commercial General (CG)
- Proposed City Zoning: General Commercial (C-3)

Staff Recommendation...

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends that the City Commission approve the proposed annexation along with the Future Land Use Designation of GC and Zoning of C-3.

CC Recommendations

Possible actions of City Commission:

- APPROVE the proposed Annexation
 - Staff recommends approval
 - Planning Board voted 7-0 to recommend approval
- DISAPPROVE the proposed Annexation.

Application for Annexation



504 Tumblin Kling Road



TO: Nicholas Mimms, P.E., ICMA-CM, City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, MCRP, LEED Green Associate, Planner

RE: **Application for Annexation
 504 Tumblin Kling Road**

BOARD DATE: October 19, 2020

STAFF REPORT

Property Owner/Applicant: Jetson Investments Inc.
 4145 S US Highway 1
 Fort Pierce, FL 34982

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land

Site Location: 504 Tumblin Kling Road Fort Pierce, Florida

Parcel ID: 2434-314-0005-000-8

Parcel Size: 3.64 acres

Current Future Land Use: Commercial (St. Lucie County) (COM)

Current Zoning: Commercial General (St. Lucie County) (CG)

Proposed Future Land Use: General Commercial (GC)

Proposed Zoning: General Commercial (C-3)

	North	East	South	West
Surrounding FLU:	COM (SLC)	CC (FP)	COM (SLC)	RH (SLC) GC (FP)
Surrounding Zoning:	CG (SLC)	C-3 (FP)	RM-11 (SLC)	RM-11 & RS-3 (SLC) C-3 (FP)

Utilities: FPUA

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of property at 504 Tumblin Kling Road in Fort Pierce, Florida. The parcel ID is 2434-314-0005-000-8.



The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a compatible zoning designation of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation would be General Commercial (GC) with a zoning classification of General Commercial (C-3).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is \$88,871. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property has a vacant structure on it and the applicants wish to fully develop the property into an expansion for Jetsons, which is abutting the eastern property line.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery".

The subject property is located in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. This property abuts property to the east and west that is within the City Limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of GC and C-3, respectively, would be consistent with Policy 1.11.5. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of these annexations by mail to the St. Lucie County Administrator's Office on September 18, 2020, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Planning Board


the City of Fort Pierce Planning Board, at their September 8, 2020 meeting, voted 7 to 0 to recommend Approval of the annexation.

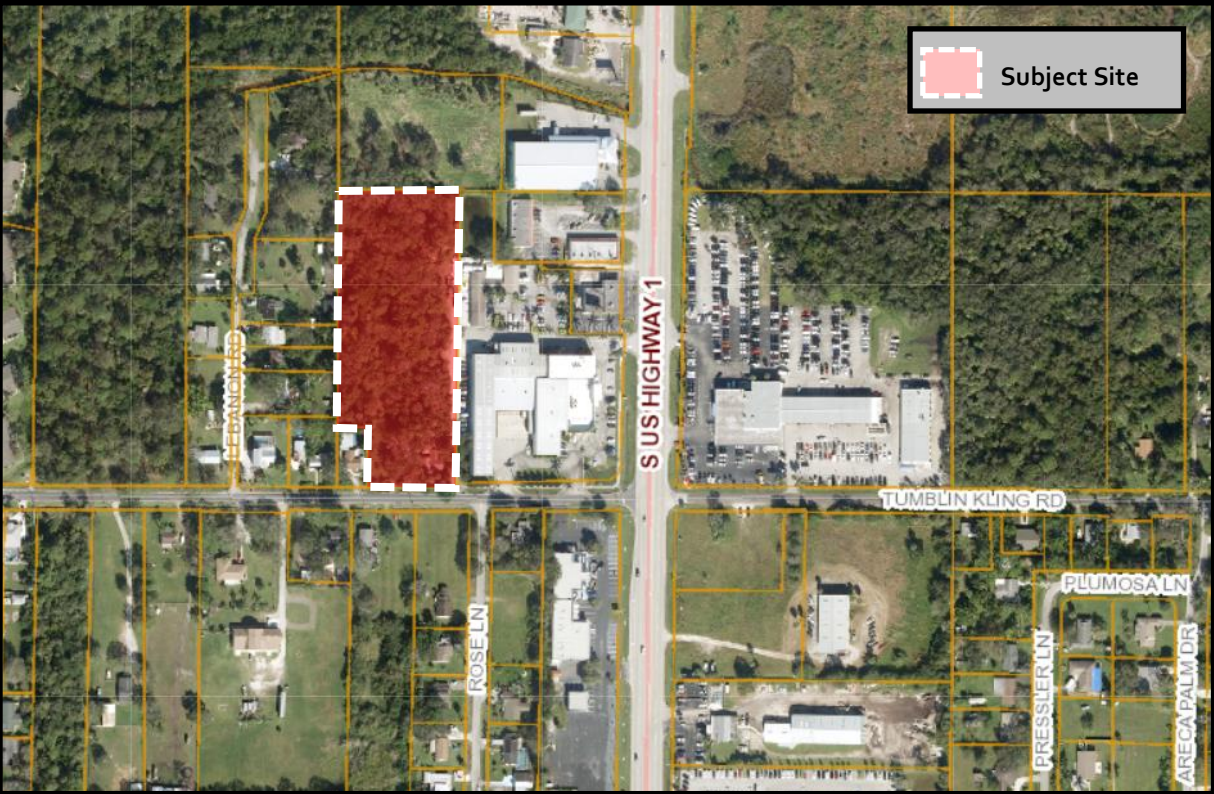
Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation


As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the Planning Board recommend approval of the proposed annexation Future Land Use designation of GC and the Zoning designation of C-3.

 Subject Site



Application for Annexation
504 Tumblin Kling Road
Aerial Map




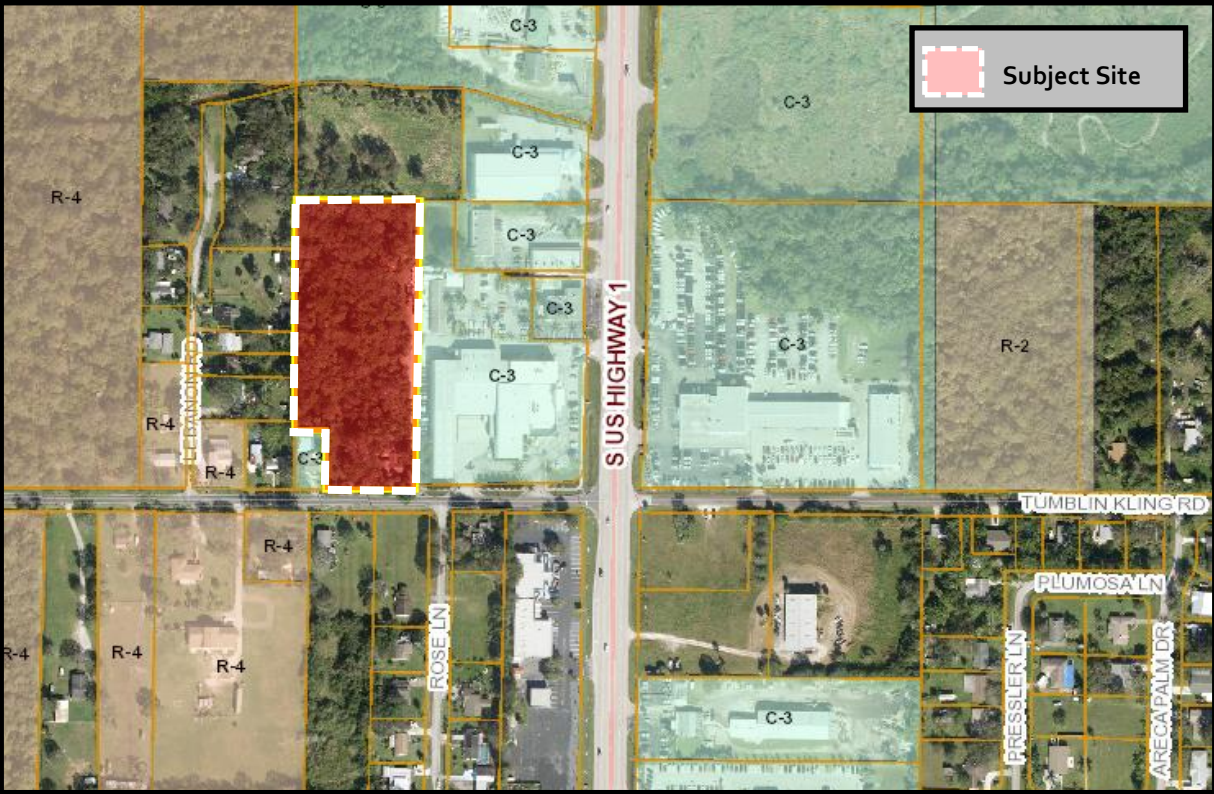
 Subject Site



Application for Annexation
504 Tumblin Kling Road
Future Land Use Map



 Subject Site



Application for Annexation
504 Tumblin Kling Road
Zoning Map





THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida

TO : Brandon Creagan, Planner

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

RE : Annexation – 504 Tumbling Kling Road - Jetsons

DATE : August 10, 2020

This is to advise you that we have completed the review of the following documents as received by this office on August 6, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Application For Annexation | <input checked="" type="checkbox"/> Boundary Survey |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews, we

- | | | |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Building Permit | <input type="checkbox"/> 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 conditions of approval

JRA/jra



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

Technical Review Committee Meeting

August 20, 2020

TECHNICAL REVIEW PROJECT # 20-02000003

Annexation - 504 Tumblin Kling Road - Jetsons

Comments

FPUA W/WW Engineering: No comment

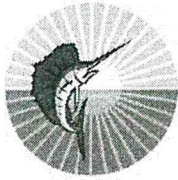
FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com





APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 504 Tumblin Kling Road

2. Legal description of real property for which annexation is being requested:
See attached survey

Property Tax ID: 2434-314-0005-000-8

3. Size of described property: 3.64 ac.

4. Project description: Annex entire property

5. Current St. Lucie County Future Land Use Designation: Com.

6. Current St. Lucie County Zoning: Comm. Gen.

7. Is this a Historic property? No.

8. Appraised value: \$330,400 (Just/Market Value, per SLC PA)


9. Name of Owner(s): JOHN THORNER III

Signature of Owner(s): [Signature]

Mailing Address: 4145 S US1

City FT PIERCE State FL Zip 34982

Phone 772 464-7050 Fax 772 466-5121

10. Name of Representative: MBV Engineering, Inc. - Mr. Ryan McLean
Signature of representative: 
Mailing Address: 1835 20th Street
City) Vero Beach State FL Zip 32960
Phone 772-569-0035 Fax 772-778-3617
E-mail: ryanm@mbveng.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

This Instrument Prepared by and Return to:
Gonano & Harrell
1600 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT PIERCE, FLORIDA 34950
Our File No. 1565.035
Florida Documentary Stamps have been paid hereon.

_____ Space above this line for Recording Data _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 16th day of **June, 2020** by **Marilyn L. Richards, an un-remarried widow** hereinafter called the Grantor, to **Jetson Investments, Inc., a Florida corporation** whose post office address is **4145 U.S. 1, Fort Pierce, FL 34982**, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of a corporation)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of **FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in ST. LUCIE County, State of Florida, viz.:

SEE EXHIBIT "A"

SUBJECT TO: all restrictions, reservations, covenants, conditions, easements, mortgages and liens of record; all governmental zoning regulations, resolutions, and ordinances; and taxes accruing subsequent to December 31, 2019.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants that the premises are free from all encumbrances made by Grantor and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the Grantor, but not otherwise.

This property is the homestead of Grantor.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Edward W Becht
Witness #1 Signature

Edward W. Becht
Witness #1 Printed Name

Michael K Russell
Witness #2 Signature

Michael K. Russell
Witness #2 Printed Name

x Marilyn L. Richards by
By: Elizabeth R. Russell, her attorney-in-
fact
Marilyn L. Richards by Elizabeth R. Russell, her attorney-
in-fact

State of Florida
County of Saint Lucie

The foregoing instrument was acknowledged by means of physical presence or online notarization
this 10th day of June, 2020, by Marilyn L. Richards by Elizabeth R. Russell, her attorney-in-fact who
is/are personally known to me or has/have produced _____ as identification.

SEAL



EDWARD W. BECHT
Commission # GG 206856
Expires May 12, 2022
Bonded thru Budget Notary Services

Edward W Becht
Notary Public

Printed Notary Name

My Commission Expires:

EXHIBIT A

Parcel 1 (Deed Legal)

The South 150 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 90 feet thereof, and LESS the West 60 feet thereof, and LESS the South 25 Feet for Road Right of Way, said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida,

AND

The West 150 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the South 150 feet thereof, said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida

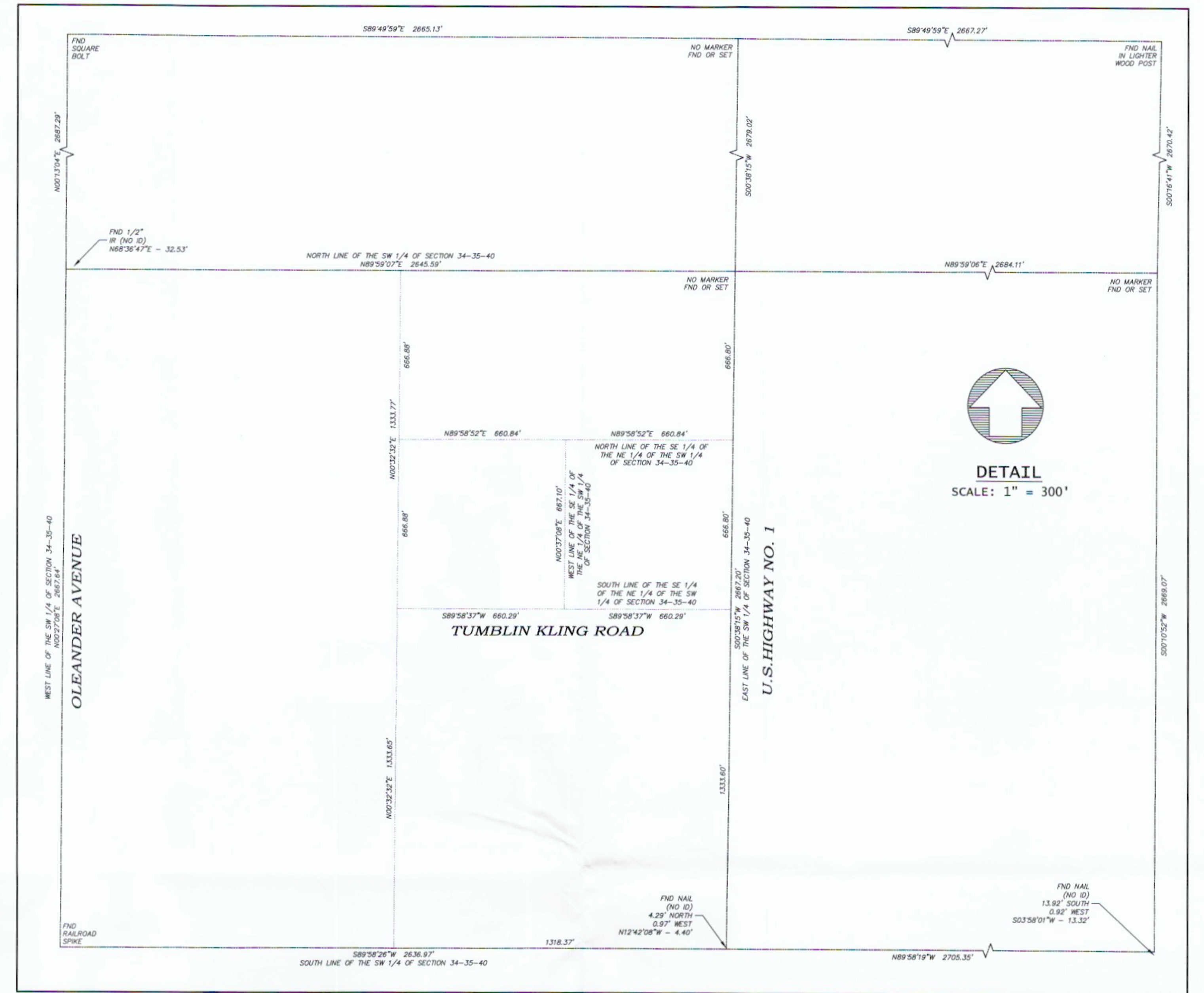
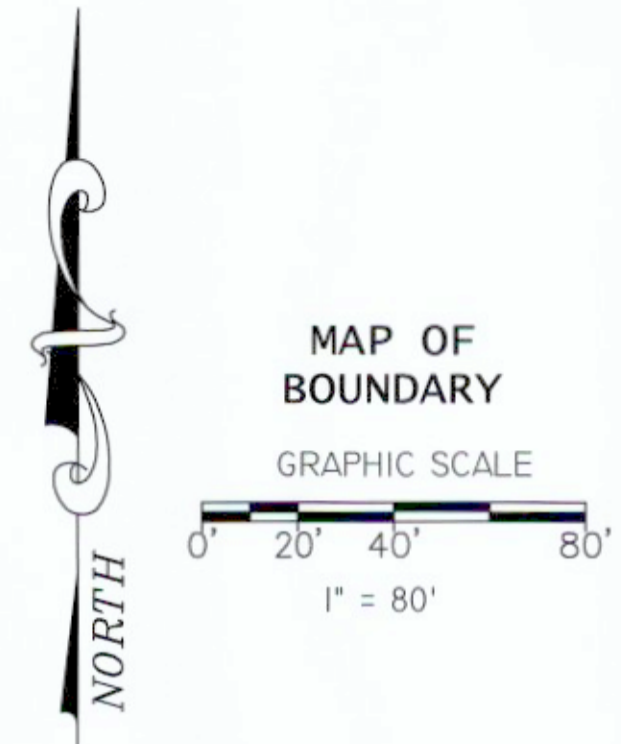
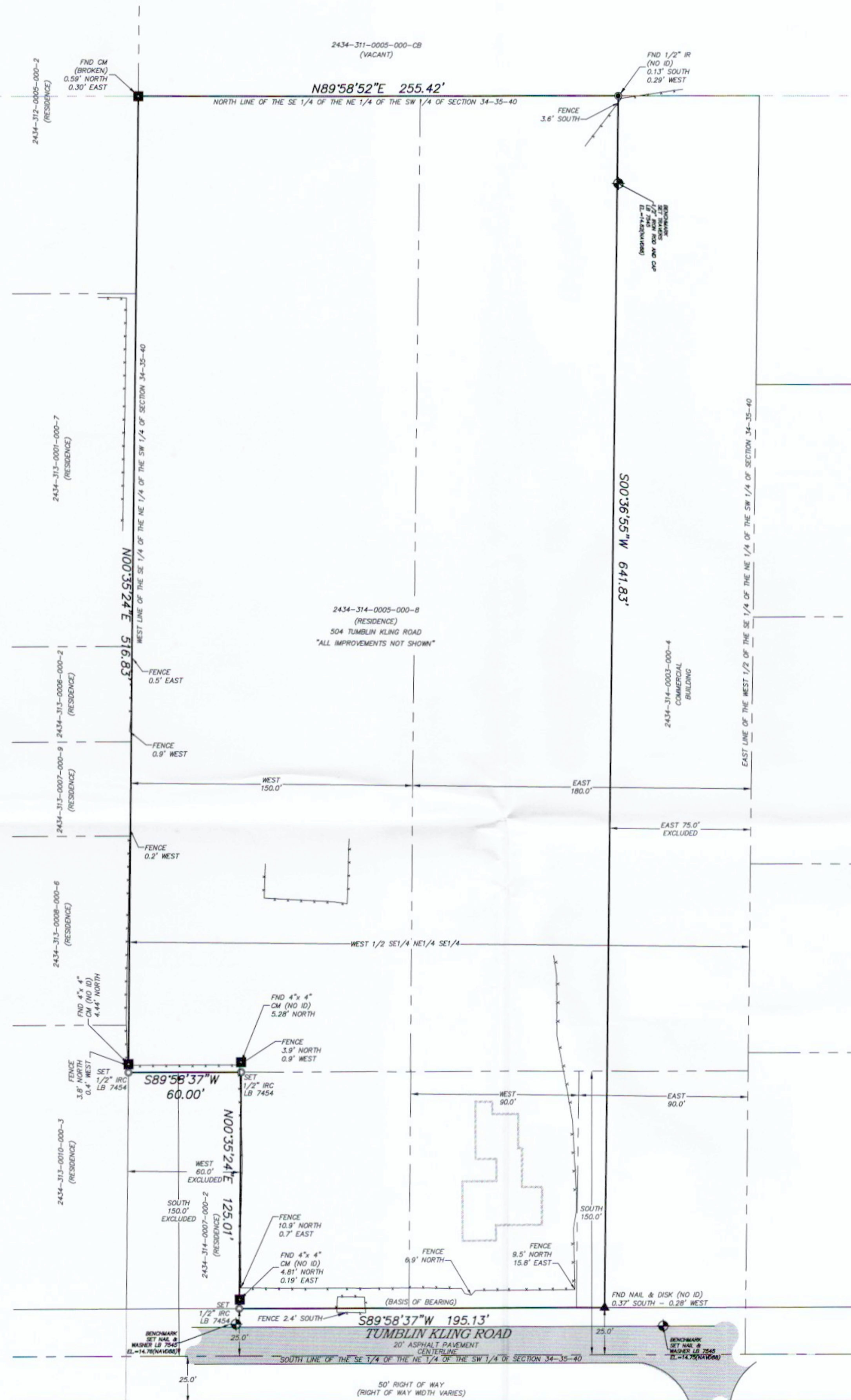
AND

The East 180 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 75 feet thereof, and LESS the West 90 feet of the South 150 feet thereof, and LESS the South 25 feet for Road Right of Way said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida

Parcel 2 (Overall Parcel per property appraiser)

W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 75 feet thereof, and LESS the West 60 feet of the South 150 feet thereof and LESS the South 25 feet for Road Right of Way said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida,

*24/3
6-10-20*



LEGAL DESCRIPTION (ORB 3453, PG. 974):

THE SOUTH 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 90 FEET THEREOF, AND LESS THE WEST 90 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE WEST 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 90 FEET OF THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

ALSO INCLUDING

THE WEST 90 FEET OF THE SOUTH 150 FEET THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

(OVERALL PARCEL ALSO DESCRIBED AS):

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 60 FEET OF THE SOUTH 150 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY. SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES

- 1.) THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
- 2.) THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, ADJOINING DEEDS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
- 3.) UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE. ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED PRIOR TO EXCAVATION OR CONSTRUCTION.
- 4.) JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
- 5.) THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
- 6.) THIS SITE LIES WITHIN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 12111C0189J, DATED FEBRUARY 16, 2012.
- 7.) ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 REFERENCING NOS BENCHMARK Y 430 (PID A77511) AT AN ELEVATION OF 13.45 FEET (NAVD88).
- 8.) BEARINGS SHOWN HEREON REFER TO STATE PLANE COORDINATES FLORIDA EAST ZONE, NAD83, 2011 ADJUSTMENT AND WERE ESTABLISHED BY DERIVING A GRID BEARING OF S89°58'06"W ALONG THE NORTH RIGHT OF WAY LINE TUMBLIN KLING ROAD.
- 9.) COMMONWEALTH LAND TITLE COMMITMENT ORDER NUMBER: 8461771, DATED 05/28/2020 WAS PROVIDED AND REVIEWED BY SURVEYOR.

LEGEND	
BB = BOTTLEBRUSH	OHW = OVERHEAD WIRE
BFP = BACKFLOW PREVENTER	O.R.B. = OFFICIAL RECORDS BOOK
BOC = BACK OF CURB	(P) = PLAT
BWF = BARBED WIRE FENCE	P.B. = PLAT BOOK
CLF = CHAIN LINK FENCE	PERF = PERFORATED
CLP = CONCRETE LIGHT POLE	PG. = PAGE
CM = CONCRETE MONUMENT	PM = PALM
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RPZ = REVERSE PRESSURE ZONE
C/S = CONCRETE SLAB	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	SRVYED = SURVEYED
DDCV = DOUBLE DETECTOR CHECK VALE	SOFT. = SOFTENER
EL = ELEVATION	SS = SANITARY SEWER
ELEC. = ELECTRIC	SSCO = SANITARY SEWER CLEAN-OUT
EM = ELECTRIC METER	TC = TOP CONCRETE PARKING
EP = EDGE OF PAVEMENT	TOB = TOP OF BANK
FFE = FINISHED FLOOR ELEVATION	TOS = TOP OF SLOPE
FM = FORCE MAIN	TRNS = TRANSFORMER
FND. = FOUND	TW = TOP WALK
GEN. = GENERATOR	UG = UNDERGROUND
GV = GATE VALVE	WD = WOOD FENCE
H/C = HANDICAP	WL = WATER LINE
HW = HEADWALL	WM = WATER METER
ID = IDENTIFICATION	
IP = IRON PIPE	☉ = CABLE RISER
IR = IRON ROD	☼ = FIRE HYDRANT
ICV = IRRIGATION CONTROL VALVE	☐ = GUY ANCHOR
IRC = IRON ROD WITH CAP	☐ = UTILITY POLE
LB = LICENSED BUSINESS	☐ = WATER GATE VALVE IN 2'x2' CONCRETE
LP = LIGHT POLE	☐ = WATER METER
LS = LICENSED SURVEYOR	☐ = MANHOLE
MH = MANHOLE	☐ = GATE VALVE
☐ = PINE TREE	
☐ = PALM TREE	
☐ = OAK TREE	
☐ = HARDWOOD	

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
 CERTIFICATE OF AUTHORIZATION No. LB 7545
 1835 20TH STREET, VERO BEACH, FLORIDA 32960
 PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
RECERTIFIED	6/16/2020

504 TUMBLIN KLING ROAD
 CERTIFIED TO:
 COMMONWEALTH LAND TITLE INSURANCE COMPANY
 LAW OFFICES OF GOWLAND & HARRELL
 MARLYN L. RICHARDS
 JETSON INVESTMENTS, INC., A FLORIDA CORPORATION
 EDWARD W. BECHT, P.A.

FIELD BOOK	DRAWN
72	RAF
PAGE(S)	SCALE
31-48	(AS NOTED)
FIELD DATE	JOB #
01/20/20	IRS-19-408

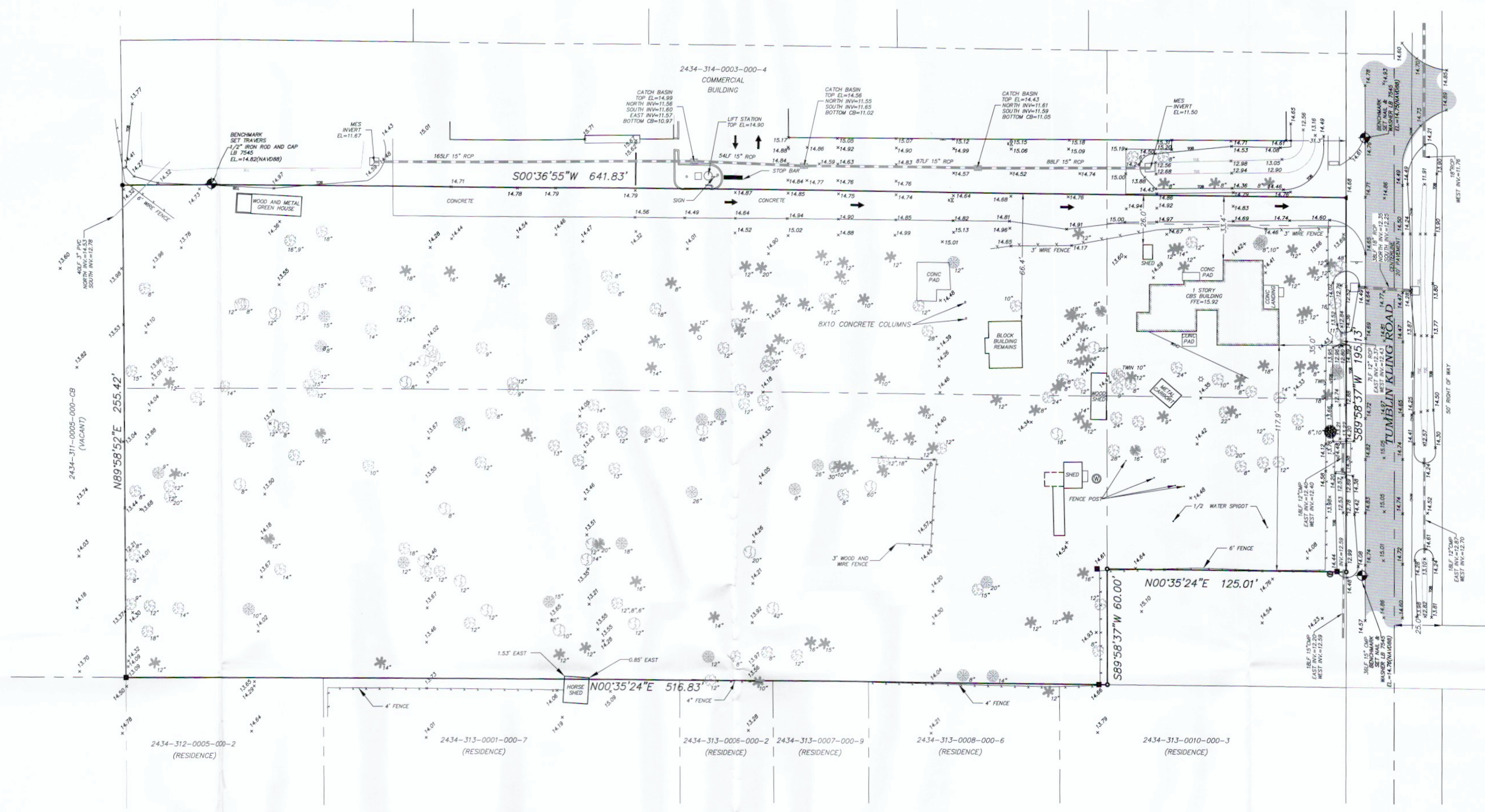
SHEET
1
 OF
2

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

STEVE CARTECHINE, 154895
 FLORIDA REGISTERED LAND SURVEYOR

07/06/2020
 DATE

NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2



MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

NORTH

GRAPHIC SCALE
0' 15' 30' 60'
1" = 30'

LEGEND

BB = BOTTLEBRUSH	CHW = OVERHEAD WIRE
BFP = BACKFLOW PREVENTER	O.R.B. = OFFICIAL RECORDS BOOK
BOC = BACK OF CURB	(P) = PLAT
BWF = BARBED WIRE FENCE	P.B. = PLAT BOOK
CLF = CHAIN LINK FENCE	PERF. = PERFORATED
CLP = CONCRETE LIGHT POLE	PG. = PAGE
CM = CONCRETE MONUMENT	PM = PALM
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RPZ = REVERSE PRESSURE ZONE
C/S = CONCRETE SLAB	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	(S) = SURVEYED
DDCV = DOUBLE DETECTOR CHECK VALE	SOFT. = SOFTENER
EL. = ELEVATION	SS = SANITARY SEWER
ELEC. = ELECTRIC	SSCO = SANITARY SEWER CLEAN-OUT
EM = ELECTRIC METER	TC = TOP CONCRETE PARKING
EP = EDGE OF PAVEMENT	TOB = TOP OF BANK
FPE = FINISHED FLOOR ELEVATION	TOS = TOE OF SLOPE
FM = FORCE MAIN	TRANS. = TRANSFORMER
FND. = FOUND	TW = TOP WALK
GEN. = GENERATOR	UG = UNDERGROUND
GV = GATE VALVE	WD = WOOD FENCE
H/C = HANDICAP	WL = WATER LINE
HW = HEADWALL	WM = WATER METER
ID = IDENTIFICATION	◊ = CABLE RISER
IP = IRON PIPE	⊕ = FIRE HYDRANT
IR = IRON ROD	⊙ = GUY ANCHOR
ICV = IRRIGATION CONTROL VALVE	⊕ = UTILITY POLE
IRC = IRON ROD WITH CAP	⊕ = WATER GATE VALVE IN 2'x2' CONCRETE
LB = LICENSED BUSINESS	⊕ = WATER METER
LP = LIGHT POLE	⊕ = GATE VALVE
LS = LICENSED SURVEYOR	
MI = MANNHOLE	
⊕ = PINE TREE	
⊕ = PALM TREE	
⊕ = OAK TREE	
⊕ = HARDWOOD	

INDIAN RIVER SURVEY, INC.
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REVISIONS	DATE
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504 TUMBLIN KLING ROAD
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 EDWARD W. BECHT, P.A.

FIELD BOOK 72	DRAWN RAF	SHEET 2	OF 2
PAGE(S) 31-48	SCALE 1"=30'		
FIELD DATE 01/20/20	JOB # IRS-19-408		

NOT VALID WITHOUT BOTH SHEETS 1 AND 2

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - 504 Tumblin Kling Road

NOTICES PROVIDED PURSUANT TO: 125-37

NOTICE BY NEWSPAPER: 10-4-2020 & 10-11-2020

NOTICE BY MAIL: 9-18-2020 (to St. Lucie County Administrator & Attorney Per Joint Planning Agreement)

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan

TITLE: Planner

SIGNATURE: 

DATE: 10/7/2020

City Commission Regular Meeting - 6:00 pm

13. a.

Meeting Date: 11/02/2020

Re:

SUBJECT:

Submittal of applications for the Sunrise Theatre Advisory Board.

SUMMARY:

Currently, we have the following opening/vacancies:

3 seats for neighboring counties

1 SLC/PSL seat

4 Fort Pierce seats - one of which is a partial term vacated by Carlos Diaz

RECOMMENDATION:

Consider applications submitted for open seats.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Bey (FP)

Ching (FP)

DeVivo (FP)

Haines (FP)

Taylor (FP)

Wolpert (FP)

Calderon (SLC)

Darcy (SLC)

Elan (PSL)
Ferreira (SLC)
George (SLC - Current)
Lella (PSL)
Dee Meely (SLC)
Neufeld (SLC)
Osling (IRC)

Form Review

Form Started By: Linda Cox
Final Approval Date: 10/06/2020

Started On: 10/06/2020 02:09 PM



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

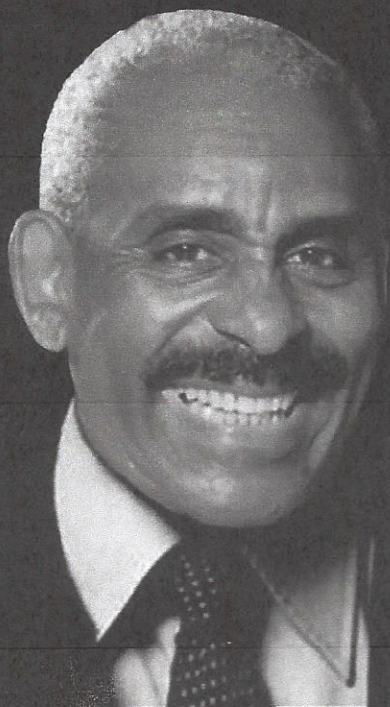
Sunrise Theatre Board

Name of Board or Boards for which you are applying: _____

Name: Darryl T. Bey	Phone: (772) 979-6176
Home Address: 1005 Kentucky Ave, Fort Pierce, Fl. 34950 City/Zip Code:	How long at this address? 21 Years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Impresario	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: BlueBird Productions, Inc. 809 Delaware Avenue, Fort Pierce, Fl. 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: BlueBird Productions, Inc. 809 Delaware Avenue FP. FL. 34950	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <i>Linda Hudson</i> Applicant Email Address: darrylbey@bellsouth.net	
Date: 10/09/2020	Applicant's Signature: <i>Darryl Thomas Bey</i>

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@cityoffortpierce.com

Darryl T. Bey

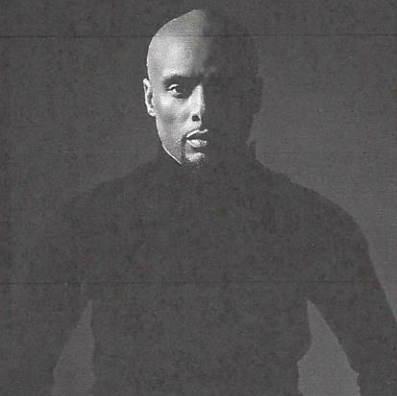


Darryl T. Bey

**35 Years
Managing
&
Promoting
Rhythm & Blues and Jazz**



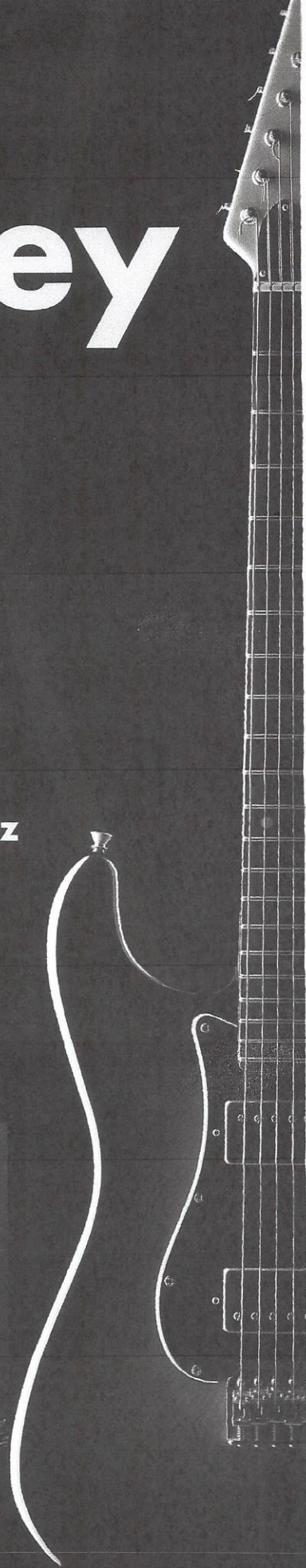
Nicole Henry



Kenny Latimore



Danielle Nicole





Lauren Mitchell



Sugar Blue

A Lifetime Dedicated to Rhythm & Blues, Jazz & Rock n Roll

Darryl T. Bey

As the founder/co-founder and leader of several musical societies, as an active participant in numerous nonprofit civic organizations, as a professional impresario and as an independent businessman, I have acquired decades of successful experience in management, marketing and development. These skills and experience include:

- Development and execution of numerous marketing, advertising and public relations campaigns in support of performing arts programs and events
- Representative and negotiator with artists' agents, publicists and managers to book and promote performances
- Identifying primary and secondary audiences for events and programs and developing cost-effective targeted marketing campaigns to reach them using the appropriate tools and methods, such as direct mail, email blasts, telemarketing, news releases and media advertising
- Making presentations to municipal governmental bodies, civic organizations, clubs, news conferences and other public forums
- Print interviews and appearances on broadcast media to discuss and promote programs and events
- Development, scheduling and distribution of news releases, public service announcements and artist interviews
- Recruitment and leadership of volunteer assistance in promoting programs and staging events
- Building cooperation and coordination among various performing arts and educational organizations
- Developing policies and responding to inquiries regarding performances, promotions and related issues
- Annual planning of performing arts societies' programs, promotions and activities
- Management of Successful Arts and Cultural Arts Organizations



**Impresario
Consultant
Producer**

EMPLOYMENT HISTORY

BlueBird Productions, Inc.

January 1997 – Present
809 Delaware Avenue • Fort Pierce, FL
President and Artistic Director

Fort Pierce Jazz & Blues Society

September 1996 – April 2007
110 North Depot Drive • Fort Pierce, FL
President, Artistic Director & Executive Director

EDUCATION

Cleveland Institute of Music

Max S. Hayes Vocational Trade School
Cleveland, OH

Cuyahoga Community College • Cleveland, OH
Music major

University of Maryland • College Park, MD

Professional Organizations

Association of Performing Arts Professionals
Florida Professional Presenters Consortium

Additional Educational Activities

Alabama School of Real Estate • Birmingham, AL
Real Estate License Program

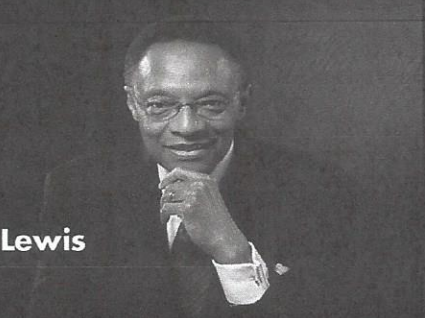
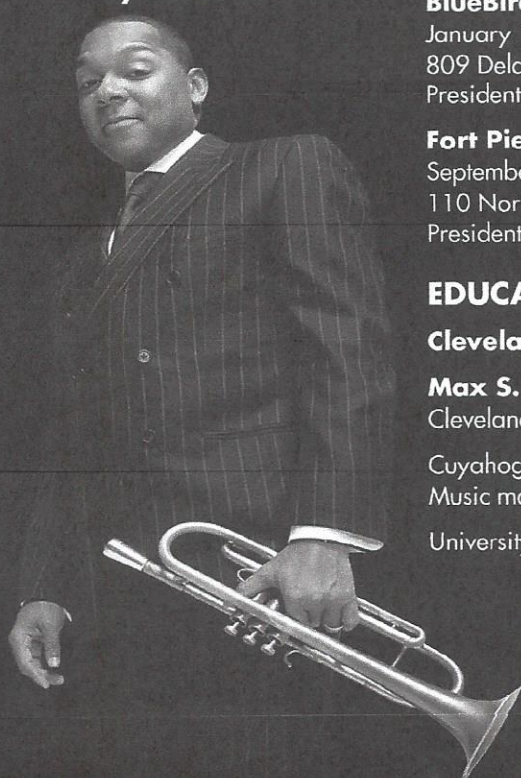
Indian River State College • Fort Pierce, FL
Computer and English refresher courses

Leadership St. Lucie, Class 19, 2003
Sponsored by St. Lucie Chamber of Commerce

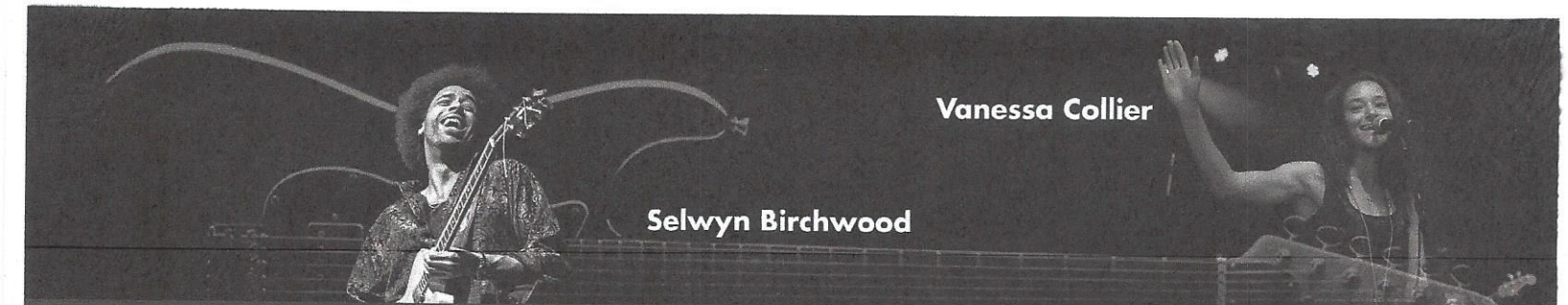
Hobbies

Gardening, Photography, Record Collecting,
Antique Car Restoration

Wynton Marsalis



Ramsey Lewis



Vanessa Collier

Selwyn Birchwood

Leadership and Management of Professional Events Throughout the United States

Testimonials

JOHN WILKES

Sunrise Theatre, Kravis Center, Van Wezel Performing Arts Center

It is with much enthusiasm that I write this letter of reference for Darryl Bey/BlueBird Productions in support of his work with the Historic Sunset Lounge. I have known Darryl professionally and personally for approximately fifteen years. In those fifteen years, I have watched him interact with colleagues, observed his fine management skills, as a presenter in the 1200 seat Theatre as well the intimate Black Box Theatre. Mr. Bey was also a member of the Board of Trustees of the Sunrise Theatre, Inc.

I have watched Darryl grow from being a presenter to a well rounded professional manager. He has volunteered and undertook various projects and duties of concern to the theatre, thus becoming a very active and valued member of the community at large. As an executive director, I had the pleasure of working with Darryl on a diverse variety of programs of which I found to be artistically successful and spoke to the desires of the regional entertainment market. Mr. Bey is an excellent collaborator and is open to new ideas, is an excellent and active listener; consequently, his presentations were highly successful on many levels.

In conclusion, I strongly feel that Darryl Bey has much to offer and is well equipped to manage the venue and creatively program the Historic Sunset Lounge.

TAMMY AUPPERLE

National Center for Arts & Technology

I am pleased to recommend Darryl Bey. I first had the pleasure to work with Darryl when we had a staffing change in our office and I took over a replication project in West Palm Beach, Florida.

As Director of Global Strategy for NCAAT, I learned that Darryl Bey had agreed to serve as an interim board chair to guide the West Palm Beach Center for Arts & Technology (WPB-CAT). As any start-up and often non-profit start ups go, there are many bumps along the way. Darryl navigated getting the CRA funding and bond approved, in spite of other detours along the way.

Mr. Bey positively progressed WPB-CAT and helped the board apply for its 501(c)(3) filing with the Internal Revenue Service (obtaining it in record time) and represented the organization at NCAAT's annual conference in Akko, Israel. He was also invited to represent WPB-CAT as the A-CAT Director, in Akko, Israel, delivered a historic keynote address at AIPAC, (American Israeli Political Action Committee), in Washington, D.C. in March 2020.

Darryl Bey had not originally planned to chair WPB-CAT. However, he helped to create an organization that was on a positive trajectory when he handed it over to new board chair, former West Palm Beach Mayor, Jeri Muoio. At Dr. Muoio's first board meeting, Mr. Bey indicated his interest in staying involved, but he did not want to be in the way. The board unanimously elected Darryl Bey as the first ex-officio board member.

I know that Darryl is now chairing the Sunset Lounge, which will prove to be a great success. I look forward to WPB-CAT partnering with Darryl and the Sunset Lounge in the future. Darryl is a consummate professional. He approaches every project in a very thoughtful and thorough way. He also has complete integrity and people can trust him. Any organization would be very lucky to have Darryl Bey.

JOHN LOESSER

Lyric Theatre

It is my pleasure to be able to comment to you on Darryl Bey of BlueBird Productions. I have known Darryl for over 20 years and got the opportunity to get to know Darryl in my role as Executive Director of the Lyric Theatre, in Stuart Florida. Darryl is an innovative leader in programming and music educational arts with more than 30 years of experience driving and supporting the strategic artistic needs of diverse concert and educational organizations. Darryl has brought together the best musical (jazz) talent from around the country to South Florida and other parts of the country.

Darryl has worked with several top-tier jazz artists over the years this list includes such well-known names as Wynton Marsalis, The Duke Ellington Orchestra, David Sanborn, Nat Adderley Jr. Ramsey Lewis and TS Monk.

Darryl is an excellent program director, and while he is indeed a fine impresario, he also possesses more rare qualities like a passion for music, a sense of humor, integrity, and drive that will guarantee his success in his future ventures.

To conclude, I would like to restate my very highest recommendation for Darryl.

JON WARD

Community Redevelopment Agency, Florida City, FL

It's been my pleasure to know and work with Mr. Darryl T. Bey for almost 30 years.

I know Darryl as a respected businessman. I know Darryl as a creative entrepreneur. I have watched his management of Bluebird Productions, a premier regional jazz and blues producer, carve a niche in South Florida, presenting a wide variety of known and emerging talent, including significant artists such as Wynton Marsalis. He has worked responsibly across a challenging landscape of venues, from a multi-year contract with the 1200-seat Sunrise Theatre in Fort Pierce, FL, to packing the house at West Palm Beach's Sunset Lounge. His management of talent, contract negotiations and related issues allows owners to literally, "set it and forget it." If Darryl is in charge of an event, it starts on time, talent is managed appropriately, the financial end is handled according to the contract and there is always a minimum of drama. His focus on education is key. His Foundation secures instruments for schools and, whenever possible, Darryl's performance contracts include appearances by professional musicians in local schools, a program that has garnered him much respect in educational circles.

I know Darryl as a community leader. He's served several terms on the Board of Directors of Fort Pierce Utilities, including stints as Chairman of the Board. He was elected Chairman of the Board of the National Center for Arts and Technology, a program developing vocational training programs in West Palm Beach.

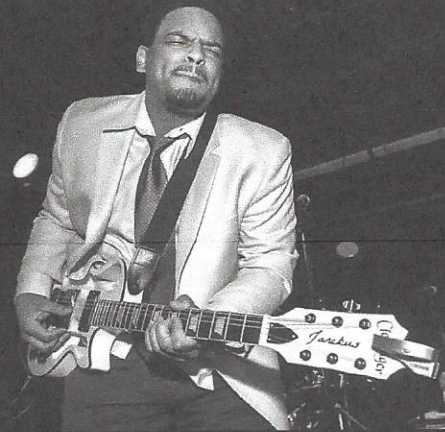
Finally, I know Darryl as a trusted Operations Manager as the Sunset Lounge project has taken shape for over four years. He was hired to initially present programming to keep the Sunset "top of mind" with the local community, as plans were developed. He has worked tirelessly with the design professionals to guide the feel of the Sunset and spent days interviewing food and beverage specialists, to assist in the planning of those components of the operation. I've personally been with him to various venues to check out what seems to work, like "Gospel Brunch" in Sarasota and "Collard Green Festivals" in Cleveland and St. Petersburg.

I find Darryl T. Bey to be an honest and trustworthy partner, especially in situations that require one to exercise independent judgment. At the end of the day, aside from his demonstrable management and creative talents, the thing that strikes me about Darryl is that I trust him. I know that he is dependable, focused and has a curious mind that keeps him targeted on creatively solving operational challenges that are impossible to completely anticipate. In those situations, one needs to depend on a strong broken-field runner and, in my opinion, Darryl Bey is that person.

Please accept the remarks as my recommendation of Darryl Bey.




David Sanborn



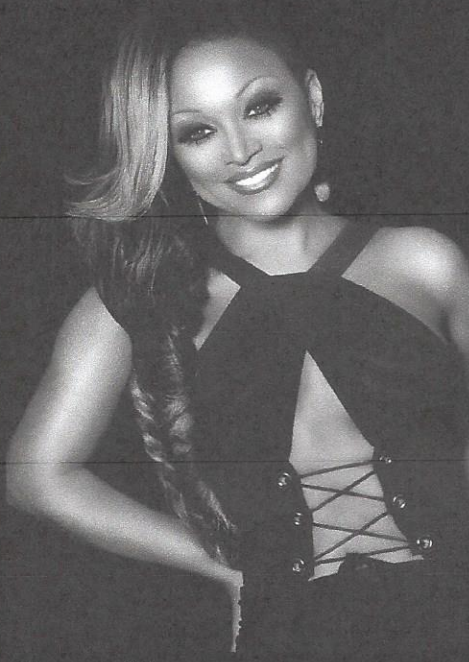
Jarekus Singleton

BLUEBIRD PRODUCTIONS PRESENTS
The Sunset Concert Series
 Nat Adderley Jr. Presents
**A Tribute to
 The Adderley Brothers**
 (Nat Adderley, Sr. & Julian "Cannonball" Adderley)



WEST PALM BEACH AMERICA'S GOLF WEST PALM BEACH
 Friday October 23, 2015 8:00 pm
 The Dreyfoos School of The Arts
 501 South Sapodilla Avenue
 West Palm Beach, Florida 33401

Adderley Brothers



Chanté Moore



Robert Navarro & His Latin Jazz Ensemble

Darryl T. Bey

809 Delaware Avenue
Fort Pierce, Florida 34950
(O) 772.460.6493
(C) 772.979.6176
bluebirdproductions.org
darrylbey@bellsouth.net

A lifetime of experience and achievement
in supporting and promoting the performing arts



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Sunrise Theatre Advisory Board

Name of Board or Boards for which you are applying: _____

Name: Jessica Ching		Phone: 206-616-0414
Home Address: 36 Harbour Isle Dr. W., #203, Fort Pierce, FL 34949 City/Zip Code:		How long at this address? 11 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Business Management Consultant		
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: PennellChing, LLC, 111 N Orange Ave, 2nd Fl, Orlando, FL 32801. My business is a fundraising consulting business for non-profits. In addition to other clients, we work with a Broadway level theater company and do a broad range of event production.		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: See above		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BA from Grace University in Omaha, NE / Associates from The Art Institute of Seattle / 18 Years experience in event production and business management		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by:	Applicant Email Address: jessica@pennellching.com	
Date: 10-21-2020	Applicant's Signature Jessica Ching	

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@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Sunrise Theatre Advisory Board

Name of Board or Boards for which you are applying: _____

Name: Dennis J. DeVivo	Phone: 631-831-8192
Home Address: 1709 Bayshore Drive, Fort Pierce, FL 34949 City/Zip Code:	How long at this address? 5 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Insurance Professional	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Insurance, both commercial & personal lines, from the address listed above.	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): As an insurance agent for the past 45 years, I have had special training in all area of home building and land development especially flood insurance. For this position, I am a musician too and have booked bands and talent in the past for various venues.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Linda Hudson	Applicant Email Address: dennis@devivoassociates.com
Date: 10/7/2020	Applicant's Signature <u><i>Dennis J. DeVivo</i></u> <small>Dennis J. DeVivo (Oct 7, 2020, 14:15 EDT)</small>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



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100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	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@cityoffortpierce.com

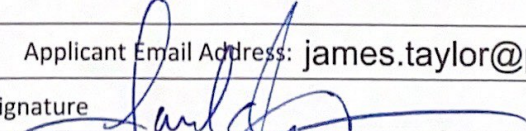


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100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Sunrise Theatre Advisory Board

Name: James Taylor	Phone: 7722163842
Home Address: 606 French Creek Lane, Fort Pierce, FL. 34982 City/Zip Code:	How long at this address?
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Development Manager, Paul Jacquin & Sons	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Paul Jacquin & Sons Construction
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): My education and experience is in Marketing and Business Administration. I also have some experience in theatre production.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by:	Applicant Email Address: james.taylor@pjsi.com
Date: 10/07/2020	Applicant's Signature 

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fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Sunrise Theater Advisory Board

Name of Board or Boards for which you are applying: _____

Name: Robert Wolpert	Phone: 772-848-0415
Home Address: 13 Harbour Isle Dr West, Unit 205, Fort Pierce, FL 34949 City/Zip Code:	How long at this address? 6 years
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Retired.	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Degree in Physics from Case Western Reserve University. Was Major Account Manager for Hamamatsu Corp, in San Jose, CA. Was involved in highly technical semiconductor and biomedical component design and sales.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: Dennis DeVivo	Applicant Email Address: rcwolpert@comcast.net
Date: 10/8/2020	Applicant's Signature <i>Robert C Wolpert</i>

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Sunrise Theatre Advisory Board

Name of Board or Boards for which you are applying: _____

Name: Katherine Calderon	Phone: 954-203-9299
Home Address: 6030 Indrio Rd, # 3 Fort Pierce, FL 34951 City/Zip Code:	How long at this address? approx. 2 years
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: Switchboard Operator at Fort Pierce City Hall	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? I would definitely like to and I have a few ideas but I do not have anything set in stone just yet.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): No, but I am willing to expand my knowledge in these fields, if available or necessary.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by:	Applicant Email Address: kcalderon@cityoffortpierce.com
Date: 10/12/2020	Applicant's Signature <i>Katherine Caldera</i>

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@cityoffortpierce.com

KATHERINE CALDERON

6030 INDRIO RD, #3 FORT PIERCE, FL 34951

PHONE (954)203-9299

KCALDERON723@GMAIL.COM

PROFESSIONAL SUMMARY

Offering over 7 years experience as a Theater Thespian. Charged with overall interpretation and adaptation of the presentation in a manner allowing for broad based appeal while maintaining the artistic integrity of the original vision. Specific theatrical responsibilities included:

- Perfecting blueprints and artistic impression on paper prior to incorporation of the artistic vision into the final set.
- Wardrobe, including design and makeup. Recognition of the importance of detail in make-up and accessorizing to fully bring characters to life.
- Interpreting the mood and style of the production, recognizing all underlying points of the characters and story, distinguishing realistic from nonrealistic theatre,
- Designing set and scenery to breathe life into the environment for the performers and the audience.
- Mapping out scenes to ensure proper presentataion and flow in the performance.
- Supervision of construction of sets, adding color to scenery for detail and personality.
- Application and adaptation of lighting techniques to expose emotion or mood.
- Use of various styles and tempos of music in order to affect the mood of a scene.
- Identifying the best way to advertise and publicize the event by knowing the demographics of your intended audience. Adaptation of the theme of the production in order to target that audience.

General business skills and responsibilities:

- Application of creative art, and technical theatre experience to maximize the impact of presentations.
- Embrace change and thrive in fluid environments.
- Attention to detail in high pressure environments.
- Unwavering in dedication to the task at hand.
- Excellent interpersonal skills in dealing with both internal and external customers.
- Promotion and management of special events.
- Recruiting, interviewing, and training team members as well as new starts and recruits.
- Management of team production, scheduling meetings and daily agendas.
- Ability to work with multiple electronic platforms.

EXPERIENCE

City of Fort Pierce – Switchboard Operator – Fort Pierce, Florida (02/2019 – Current)

- Proper routing of all incoming calls for the City of Fort Pierce
- Assist all incoming and outgoing visitors with checking in/out using the Receptionist system
- Ensure all visitors are directed to proper department or conference room
- Keep track of all meetings and current events within the City to better assist customers by phone
- Drafting office correspondence, memos, letters
- Manage and update Standard Operating Procedures
- Review and amend union contracts
- Create and manage budget and allocation spreadsheets, employee information spreadsheets, personnel action form spreadsheets
- Train and oversee interns with the Summer Success Internship Program

City of Fort Pierce – Risk Management Assistant – Fort Pierce, Florida (10/2018 – 02/2019)

- Submittal of all vehicle deletions and additions.
- Keep track and organize all lawsuits.
- Keep track and organize all workers compensation files.
- Keep track of all actions regarding insurances on a spreadsheet.
- Assist with the FEMA projects, organize all data onto a spreadsheet.
- Sending or receiving all correspondences and assuring data is saved properly.

City of Fort Pierce/ Public Works – Office Assistant – Fort Pierce, Florida (03/2018 – 09/2018) (Temp)

- Answer phone calls and log in all incoming correspondence
- Set up consultations with companies to resolve pending work orders
- Negotiate bidding per city procedures
- Manage and close work orders in the work order system
- Pay and keep record of all outstanding invoices
- Manage and keep record of payroll, obtain signatures and receipt by deadline, save in file
- Keep all necessary supplies, chemicals, cleaning and painting materials to complete every day procedures in stock and record of all inventory transactions

Duboff Law Firm – Legal Assistant – North Miami Beach, Florida (01/2018-02/2018) (Temp)

- Keep current docket record of all assigned discovery for property damage cases (breaches of contracts and dec actions)
- Prioritize all discovery deadlines, trial deadlines, arbitration or mediation deadlines for all assigned cases
- Keep record of all responsive discovery documents, follow up and obtain what is required
- Draft and mail out initial discovery letters to clients
- Schedule and calendar all client meetings
- Obtain notarized jurat pages
- Draft any and all Motions for Extensions of Time to Complaints and/or Requests for Discovery
- Draft any and all Responses to Requests for Production, Requests for Admissions, Interrogatories

Zerbersky & Payne, P.A. – Receptionist/Legal Secretary – Fort Lauderdale, Florida (11/2017-12/2017) (Temp)

- Integrate all incoming files for new attorneys
- Answer phone calls
- Review of incoming emails and respond accordingly per procedure

EDS/Hertz – Shuttler/ Driver – Fort Lauderdale, Florida (04/2017-05/2017)

- Drive clean car rentals to their appropriate parking spaces or designated areas, assure the car is left ready for customers to rent (A/C and radio off, keys left inside, all windows up)
- Keep record of all cars being parked and where
- Drive used car rentals for wash and vacuum

Landau & Associates, P.A. – Legal Assistant – Plantation, Florida (09/2016-04/2017)

- Responsible for the initiation of Personal Injury Protection (PIP) lawsuits

- Reviewing demand responses from insurance companies and letters, obtaining all accurate information to construct the appropriate templates and forms
- Drafting complaints with specific designated forms and templates in accordance with clients or insurance companies
- Keeping track of all case initiation: drafting, e-filing, case number, ordering checks, subpoena, return of service, updating electronic files
- Drafting and sending out engagement letters to new clients, as well as receiving and following new client procedures like assuring that we have received the client's consent and full payment.
- Responsible for all outgoing correspondence and properly notating file and saving a copy in file.

Malka & Kravitz, P.A. – Legal Assistant – Plantation, Florida (04/2016-06/2016)

- Calendar events, deadlines and reminders necessary for all incoming and outgoing documents of the assigned cases with the correct procedure descriptions utilizing the program of Microsoft Outlook and assuring that attorney is well prepared for all upcoming events and appearances.
- Keeping track of all case deadlines, event dates, requesting checks for reimbursements and invoices, following up on the receipt of correspondence and payments, records requests, court-related events and invoices of all assigned attorneys.
- Drafting and sending out engagement letters to new clients, as well as receiving and following new client procedures like assuring that we have received the client's consent and full payment.
- Responsible for all outgoing correspondence and properly notating file and saving a copy in file.

Cole, Scott & Kissane, P.A. – PIP Legal Assistant – Plantation, Florida (08/2015-03/2016)

- Submitted calculated budgets for all cases of the assigned attorneys through the Legal Exchange Budget System online to accounting for approval based off the case phase report on a daily basis while working with those of higher priority and deadlines first.
- Posted all billing necessary for all incoming and outgoing documents of the assigned attorneys with the correct billing codes, quantity and procedure descriptions in the formats required.
- Responsible for uploading, saving and applying deadlines and event dates to all physical and electronic mail and incoming documents. Accurately following up on tasks to be followed upon receipt or within deadlines.
- Responsible for uploading, saving, and applying deadlines and event dates of all physical and electronic outgoing documents through physical mailing, e-mails using the program of Microsoft Outlook, utilizing the Florida e-Filing Portal, and other websites used for electronic submissions of documents.
- Responsible for following up and keeping track of all of the new or transferred incoming, resolved, closed and transferred out cases on a Windows Excel Spreadsheet for the assigned attorneys, along with setting up cases electronically in the system, managing all deadlines and event dates that applied to the case using Microsoft Outlook and case management program "ATO".
- Responsible for keeping track of all case deadlines, event dates, requesting checks for reimbursements, records requests, court-related events and invoices of all assigned attorneys.
- Responsible for keeping track of attorneys calendars, and scheduling and assuring coverage with all parties for hearings, depositions, pre-mediation conferences, mediations, arbitrations, calendar calls, trials, roundtable conferences, conference calls, and any other work-related events with clients, court reports, mediators, and judicial assistants, both telephonically and via the courts online scheduling systems for various counties in the State of Florida.

Farmers Insurance Company – PIP Trial Secretary II –Plantation, Florida (03/2013-07/2015)

- Scheduled hearings, pre-deposition meetings with our clients, depositions, pre-mediation

conferences, mediations, arbitrations, calendar calls, trials, roundtable conferences, conference calls, and any other work-related events with clients, court reporters, mediators, and judicial assistants, both telephonically and via the courts' online scheduling systems for various counties in the State of Florida.

- Completed tasks set by attorneys preparing for numerous evidentiary hearings and jury trials.
- Created physical files, supplied with all the proper legal documents for the attorneys to review their cases to prepare for depositions, hearings, arbitrations, mediations, and trials.
- Created electronic files, supplied with all documentation related to the case. Organized and created different files within the case, such as pleadings, discovery, emails, general notes, client correspondence and appearances with proper labeling, ensuring all deadlines were calendared.
- Processed and uploaded electronic and physical mail into the correct case, distributed mail to proper parties, and assigned deadlines and events related to incoming mail.
- Communicated with process servers and private investigators in locating various individuals.
- Closed physical and electronic files with the appropriate documentation regarding settlement negotiations and properly disposed of the physical file, recording all closed and resolved files with settlement details.
- Drafted and e-filed various pleadings and correspondence needed by the attorney, such as motions, orders, waivers, notices, responses to discovery, and requests for discovery.
- Prepared and forwarded invoices with the accurate ordering information and signatures to our clients in the billing department for prompt payment.

Farmers Insurance Company – PIP Claims Rep/Tech – Davie, Florida (04/2012-03/2013)

- As a No-Fault Insurance PIP representative, reviewed PIP files, evaluated payments issued, and assisted in determining potential litigation exposure.
- Determined proper coding and application of fee schedules according to the Florida No-Fault Statute (Personal Injury Protection insurance).
- Utilized several computer systems based upon the database of the underlying carrier.
- Assigned litigation files to in-house and outside counsel.
- Created detailed transmittals for assignment of cases to counsel.
- Audited claims and data spreadsheets used in settlement negotiations.
- Assisted in addressing Medicare set-aside and payment issues.

Ultra Marketing Company – Team Leader/Supervisor – Pembroke Pines, Fl (09/2011-03/2012)

- Direct sales to Walmart, Bestbuy, and Sam's Club.
- Interviewed and trained new employees.
- Managed team production, scheduled meetings, and prepared daily agendas.
- Recruited, interviewed, and trained team members as well as new hires and recruits.

Macy's in The Falls - Customer Service/ Inventory – Miami, Fl (07/2011-09/2011)

- Maintained positive customer relations when satisfaction issues arose.
- Handled inventory control and presentation.

QUALIFICATIONS

- Member of the International Thespian Society
- Fluent in Spanish; written and verbal
- 75 wpm typing
- Microsoft Office Excel
- Microsoft Office Powerpoint
- Microsoft Office Word
- Microsoft Office Publisher
- Lotus

EDUCATION

Accredited Claims Adjuster 6-20

02/15/2013

Miami Lakes Educational Center - High School Diploma

2011

Certificate in Technical Theatre



CITY OF FORT PIERCE

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SLC

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: advisory board *Sunrise theatre*

Name: Tom Darcy	Phone: 772 489 5708
Home Address: 4908 Palm Dr Ft Pierce 34982 City/Zip Code:	How long at this address? 35 yrs
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: retired	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): 40 years in consumer finance business. 16 yrs with American General Finance/Springleaf Finance- managed in Ft Pierce, Vero Beach And Jensen Beach.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: face book	Applicant Email Address: twdarcy1151@comcast.net
Date: 10/06/2020	Applicant's Signature

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Sunrise Theatre Advisory Board

Name: Cheryl Ferreira	Phone: 941 266 0270 (cell)
Home Address: 327 Seahorse Terrace, Fort Pierce, FL 34982 City/Zip Code:	How long at this address? 2 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Retired Marketing Director	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other:	
Describe your education, background, training and knowledge – (feel free to attach a resume): <small>To fully understand the depth of my involvement in theatre, you must go way back to when I was a teenager. I was hired as an Usher and Stage Apprentice by the world famous Kenley Players in Columbus Ohio. As such I worked both the front and the back of the house and was honored to meet a number of then-famous celebrities such as Jack Carson and Betty White (in Take Me Along), Hugh O'Brien (in Destry Rides Again), Yul Brynner (The King and I), Mae West (starring in the vanity-play Sextette) and many others. Most of my adulthood was spent in Massachusetts and Florida where I was an avid attendee of local and regional theatres. This eventually led to my becoming the Director of Marketing for the Asolo Repertory Theatre in Sarasota. There I was responsible for all box office, concessions and marketing (web site planning and oversight, print/radio and tv advertising, printed materials (programs, signage, notices). For further information regarding my marketing experience, please see the attached resume.</small>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: Thondra Lanese	Applicant Email Address: artchers@hotmail.com
Date: 10/13/2020	Applicant's Signature <i>Cheryl Ferreira</i>

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CHERYL FERREIRA

327 Seahorse Terrace, Fort Pierce, FL 34982 ♦ (941) 266-0270 ♦ artchers@hotmail.com

PROFESSIONAL SUMMARY

Successful Marketing and Advertising Director applying to join the Sunrise Theatre Advisory Board in the City of Fort Pierce, FL. Well versed in many aspects of operating professional theatres, including box office, concessions, marketing and advertising, and fund raising.

SKILLS

- Operational skills
 - I tend to see the “big picture” while executing tasks with an eye for detail.
 - Organization – everything from a purse to a garage and especially storage areas and office files and archives.
 - Meetings (scheduling, notifications, minutes, follow through)
- Computer skills
 - Microsoft Office (Word, Excel, Publisher, PowerPoint)
 - Social media, web site maintenance, search engines
- Personal Skills
 - Articulate and well-spoken, skilled writer
 - Personable and outgoing with a professional demeanor
 - Critical Thinking
 - Flexible

WORK HISTORY

Administrative Assistant, (P/T) 06/2018 to 10/20/2019

Stuart Main Street Inc. – Stuart, FL

- Identified changes to improve accuracy, efficiency, and responsiveness of Executive Director.
- Scanned and filed thousands of historical records including establishing naming and filing protocols.
- Research and data collection and reporting.
- Wrote professional business memos, letters and marketing copy to support business objectives and growth.
- Managed accounts payable and receivable in conjunction with external accountants
- Supported efficient meetings by organizing spaces and materials, documenting discussions, and distributing meeting notes.

Sales Floor Associate, (P/T) 09/2016 to 06/2018

TJMaxx – Bradenton, Florida

- Organized racks and shelves to maintain store visual appeal, restocked sales floor with current merchandise and accurate signage for current promotions.
- Greeted customers, helped locate merchandise and suggested suitable options. Provided top-notch, personal service and polite support to boost sales and customer satisfaction.
- Supported loss prevention goals by monitoring shopper behavior.

Marketing Specialist, Manager, Director 2002 to 2014

Various – Florida, Ohio, Boston MA, Providence RI

- Provided the requested level of support across marketing needs of various companies, including
 - Carbonite, Boston MA – Strategic media planning and Creative Direction based on company goal of attracting a buy-out (purchased by Newell-Rubbermaid in two years).
 - Hoverround, Sarasota FL – Strategic planning, data analysis and creative direction for third party sales of power wheelchairs (primarily for use by Medicare and Medicaid recipients).
 - Asolo Repertory Theatre, Sarasota FL – Director of all media planning, creative direction and execution of all print, internet and broadcast advertising, box office and subscription sales.
 - Maverick Engineering, Ellenton FL – Analysis of media and trade show involvement, creative direction of all internet, print and trade show promotions. (This company designs, sells and constructs fiber glass piping for use in abrasive environments such as mining and processing.)

Director, Corporate Communications 1991 to 2002

Bose Corporation – Framingham MA

- Director of a department of over 100 staff, reporting to the President and Dr. Amar G. Bose.
- Integral part of the team that launched the Bose Wave Radio which became one of the most sought-after sound products ever introduced.
- Managed all creative, all media and all public relations all divisions of the company (home audio, professional audio, automotive audio, direct sales, and telemarketing).

MISCELLANEOUS

- Stood backstage and screamed on cue for Betty White in *Take Me Along*. Stood onstage as an “extra” in *Auntie Mame* (with Gypsy Rose Lee), and *A Streetcar Named Desire* (with Vivian Blaine) and others.
- Earned kudos at Stuart Main Street for reorganizing a large storage area 30 years of paper files (culled, scanned, preserved, and filed).
- Named “Manager of the Year” (twice) at Bose.



CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Sunrise Theatre Advisory Board

Name: <u>Melanie George</u>	Phone: <u>863-669-8649</u>
Home Address: <u>2990 Conifer Dr. Fort Pierce, FL</u>	How long at this address? <u>2 1/2 yrs</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Educational Consultant</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <u>Indian River State College / Blackburn Center</u> <u>3002 Ave D</u> <u>Fort Pierce, FL 34950</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: <u>Marketing</u> Describe your education, background, training and knowledge in the above area(s): <u>B.B.A - Marketing Florida Atlantic University</u> <u>m.A - Webster University</u>	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: <u>Sunrise Theatre Advisory Board</u>	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <u>Comm. Rufus Alexander</u>	Email Address: <u>mgeorge13081@gmail.com</u>
Date: <u>10/9/20</u>	Applicant's Signature: <u>Melanie George</u>

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) 468-3841 or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying:

Sunrise Theatre Advisory Board

Name: <u>Anthony J. Lella</u>	Phone: <u>772-873-3700</u>
Home Address: <u>345 NW Shoreline Circle, PSL 34986</u>	How long at this address? <u>14 years</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Retired</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: <u>Educational</u> Describe your education, background, training and knowledge in the above area(s): <u>BS Degree - Foreign Service - Georgetown Univ</u> <u>MA Degree Secondary Education - New York Univ</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Sunrise Theatre Advisory Board</u>	
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by:	Email Address: <u>ajl1942@gmail.com</u>
Date: <u>10-6-20</u>	Applicant's Signature: <u>Anthony J. Lella</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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fax (772) 468-3841 or via email at lcx@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Board of Adjustment

Name: <u>Decreta(Dee) Meely</u>	Phone: <u>202-460-5668</u>
Home Address: <u>2610 Bennett Drive</u> City/Zip Code: <u>Fort Pierce, FL 34946</u>	How long at this address? ^{20 yrs-childhood home/ return home 3 yrs ago}
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Event Specialist for St. Lucie County</u>	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Education: AA degree in Accounting & AAS in Hospitality Management, currently pursuing BS in Public Safety specializing in Emergency Management Background/Training: 12 years of Banking/ Customer Service, 3 years of Local government as Event Specialist, 2 years as a Facilitator at the Special Needs Shelter(at activation), Currently Emergency Management as Logistic Section Assistant during the Pandemic, Various certifications from FEMA Emergency Management Institute Volunteer/ Community Service: Treasure Coast Food Bank - as Food sorter and Food distributor Sheraton Plaza Community Association Member St. Lucie County Safety Committee Board Member	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: <u>Johnna Morris</u>	Applicant Email Address: <u>deemel0295@msn.com</u>
Date: <u>06/12/2020</u>	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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fax (772) 467-3841 or via email at lcx@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: <u>Decreta(Dee) Meely</u>	Phone: <u>202-460-5668</u>
Home Address: <u>2610 Bennett Drive</u> City/Zip Code: <u>Fort Pierce, FL 34946</u>	How long at this address? <u>20 yrs-childhood home/ return home 3 yrs ago</u>
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: <u>Event Specialist for St. Lucie County</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): <small>Education: AA degree in Accounting & AAS in Hospitality Management, currently pursuing BS in Public Safety specializing in Emergency Management Background/Training: 12 years of Banking/ Customer Service, 3 years of Local government as Event Specialist, 2 years as a Facilitator at the Special Needs Shelter(at activation), Currently Emergency Management as Logistic Section Assistant during the Pandemic, Various certifications from FEMA Emergency Management Institute Volunteer/ Community Service: Treasure Coast Food Bank - as Food sorter and Food distributor Sheraton Plaza Community Association Member St. Lucie County Safety Committee Board Member</small>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>Johnna Morris</u>	Applicant Email Address: <u>deemel0295@msn.com</u>
Date: <u>06/12/2020</u>	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

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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: Art & Culture Advisory Board

Name: Decreta(Dee) Meely	Phone: 202-460-5668
Home Address: 2610 Bennett Drive City/Zip Code: Fort Pierce, FL 34946	How long at this address? 20 yrs-childhood home/ return home 3 yrs ago
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Event Specialist for St. Lucie County	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge -- (feel free to attach a resume): <small>Education: AA degree in Accounting & AAS in Hospitality Management, currently pursuing BS in Public Safety specializing in Emergency Management Background/Training: 12 years of Banking/ Customer Service, 3 years of Local government as Event Specialist, 2 years as a Facilitator at the Special Needs Shelter(at activation), Currently Emergency Management as Logistic Section Assistant during the Pandemic, Various certifications from FEMA Emergency Management Institute Volunteer/ Community Service: Treasure Coast Food Bank - as Food sorter and Food distributor Sheraton Plaza Community Association Member St. Lucie County Safety Committee Board Member</small>	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Johnna Morris	Applicant Email Address: deemel0295@msn.com
Date: 04/22/2020	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@cityoffortpierce.com



Decreta Q. Meely "Dee"

Experience

July 2018–present

Event Specialist • Parks & Special Facility • St. Lucie County

March 2017–July 2018

Event Specialist • Hospitality/ Park & Recreations • City of Port St. Lucie

September 2015–February 2017

Operation Specialist • Lockbox Department • M&T Bank- Baltimore, MD

Education

Prince George Community College, Largo, MD

- AA Hospitality Service Management
Graduated May 26, 2016

Indian River State College, Fort Pierce, FL

- currently pursuing BS in Public Safety specializing in Emergency Management

Professional Profile/ Skills

12 years of Banking & Customer Service

3 years of Local government

2 years as a Facilitator at the Special Needs Shelter(at activation),
Currently Emergency Operation Management Team Member as Logistic
Section Assistant during the Pandemic

Various certifications from FEMA Emergency Management Institute

Volunteer/ Community Service/ Boards

Treasure Coast Food Bank

Sheraton Plaza Community Association Member

Fort Pierce Citizens Academy

St. Lucie County Safety Committee Board Member



2610 Bennett Drive
Fort Pierce, FL 34946



202-460-5668



meelyd@stlucieco.org
deemel0295@msn.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Sunrise Theatre Advisory Board

Name: <u>Deb Neufeld</u>	Phone: <u>32.536.9671</u>
Home Address: <u>5047 N Hwy A1A, Unit 405</u> City/Zip Code: <u>N Hutchinson Isl., FL 34949</u>	How long at this address? <u>8 yrs.</u>
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: <u>Retired</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge - (feel free to attach a resume):	
<u>Education - St. Lucie & Brevard public schools</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>N/A</u>	Applicant Email Address: <u>apdeb7@gmail.com</u>
Date: <u>10/7/20</u>	Applicant's Signature: <u>[Signature]</u>




CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Sunrise Theatre Advisory Board

Name of Board or Boards for which you are applying: _____

Name: Ian E. Osking		Phone: 7726434983
Home Address: 710 23rd Place SW, Vero Beach, 32962		How long at this address? 3 years
City/Zip Code: 710 23rd Place SW, Vero Beach, 32962		
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Attorney		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? I am an attorney and am employed by Neill Griffin Marquis, PLLC, which is located in downtown Fort Pierce. Also, my family and my wife's family are residents of Fort Pierce. We regularly visit and do business in downtown and throughout Fort Pierce.		
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: I am employed by Neill Griffin Marquis, PLLC, which is located in downtown Fort Pierce, just south of the Theatre		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Please see resume attached. I am Licensed attorney and a large part of my practice revolves are real estate (both transactions and litigation		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by: N/A		Applicant Email Address: iosking@jacksonville.edu
Date: 10/8/2020	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@cityoffortpierce.com

IAN OSKING

710 23rd Place SW • Vero Beach, Florida 32962
(772) 464-8200 • iosking@neillgriffin.com

EDUCATION

Florida Coastal School of Law

Juris Doctorate

Dual Degree Program JD/MBA

Jacksonville, Florida

May, 2015

Jacksonville University

Master of Business Administration

Jacksonville University Football Team

Senior Captain, Selected as All Conference

Jacksonville, Florida

December, 2012

Bachelor of Business Administration

Graduated in 3 Years

Jacksonville University Football Team

Selected as All Conference

May, 2011

Fort Pierce Westwood High School

High School Diploma

May, 2008

LEGAL EXPERIENCE

Neill Griffin Marquis, PLLC, f/k/a Neill Griffin Marquis, Chartered, f/k/a

Neill, Griffin, Tierney, Neill & Marquis, Chartered (772) 464-8200

June 5, 2017- Present

Associate Attorney

- General Civil litigation (pleading and discovery drafting, attending hearings)
- Trust and Probate Litigation
- Real Estate Transactions
- Transactional drafting
- Issuing title insurance policies
- Attending closings

Contact: Richard V. Neill, Jr., 311 S. 2nd Street, Fort Pierce, FL 34950

Robert J. Gorman & Associates, P.A. (772) 465-8211

May 2015- May 2017

Law Clerk then Associate Attorney

- Civil litigation, eminent domain, contract disputes, mechanics liens, personal injury, employment law, will contests, contested guardianships, probate, estate planning, contract drafting, evictions, real property, family law, and more
- Drafted complaints, discovery requests and responses, motions and other pleadings
- Legal research into various areas of the law
- Attended hearings and present argument to the court
- Attended mediations and negotiate settlements
- Organized and analyzed files
- Assisted with client intake
- Attended client meetings and assisted with discovering the facts

Contact: Robert Gorman, 1209 Delaware Avenue, Fort Pierce, FL 34950

Web.com Group, Inc., Jacksonville, Florida (904) 703-7116

August 2014- April 2015

Legal Extern (Unpaid Externship 7 to 12 hours per week)

- Assisted with contract, employment, intellectual property, trademark, and compliance law

IAN OSKING

710 23rd Place SW • Vero Beach, Florida 32962
(772) 464-8200 • iosking@neillgriffin.com

- Researched trademark and compliance issues
- Prepared, reviewed, and negotiated lease agreements, service agreements, employment agreements, cease and desist letters, attorney general complaint responses, multi-million dollar contracts, and demand letters
- Participated in inter-company meetings, contract review
- Sarbanes Oxley, Office of Foreign Asset Control Compliance, Equal Employment Opportunity Commission (EEOC)

Contact: Jeffrey Neace, P.O. Box 56512, Jacksonville, FL 32241

Grall Law Group, Vero Beach, Florida (772) 569-0000

May 2014- August 2014

Law Clerk

- Assisted with personal injury, mediation, estate planning, and social security defense legal matters
- Client interviews and depositions
- Prepared motions and orders
- Organized discovery and responses to interrogatories
- Researched new areas of the law
- Drafted memoranda of law and demand letters

Contact: Patrick Grall 7555 20th Street, Vero Beach, FL 32966

Jeffrey A. Smith Law Group, Port St. Lucie, Florida

April 2012- August 2012

Assistant

- Client intake for potential firm clients
- Assisting with mortgage modifications

Business is no longer operating.

Sonny's BBQ (904) 737-4906

April 2011- August 2011

Cook

Contact: 5097 University Blvd W, Jacksonville, FL 32211

Atlantic Construction Supply

February 2008- July 2008

Location no longer in operation

LICENSES

- Licensed to practice law in the State of Florida and the Southern District Courts of Florida.

RESEARCH SKILLS

- Westlaw, LexisNexis

City Commission Regular Meeting - 6:00 pm

13. b.

Meeting Date: 11/02/2020

Re:

SUBJECT:

Submittal of applications to fill an at-large seat of the Planning Board due to a resignation.

SUMMARY:

An at-large seat on the planning board has been vacated due to the resignation of Patti Diaz.

RECOMMENDATION:

Consider applications that have been submitted.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Baxevanis, Gloria

Bernetti, Al

Bryant, Charles

Clemons, Nichelle

Hayes, Wyatt

Tarr, Steven

Form Review

Form Started By: Linda Cox

Started On: 10/19/2020 01:13 PM

Final Approval Date: 10/19/2020



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	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@cityoffortpierce.com

Gloria Baxevanis
1390 Bayshore Drive
Fort Pierce, FL 34949 US
Mobile: 202-487-1198 - Ext:
Email: gloria.baxevanis@gmail.com

Work Experience:

Smithsonian Institution -NMNH

701 Seaway Drive
Fort Pierce, FL 34949 United States

04/2018 - Present

Hours per week: 40

Administrator

Duties, Accomplishments and Related Skills:

Administrative Support: Create and maintain spreadsheets containing personnel and funding information to be used as tools for analysis of patterns and to apply towards effective management of the unit; run various reports from the database for analyzing personnel, space, funding, salary, and assigned unit equipment as required for decision-making. Serve as the channel of communication between unit and various Smithsonian administrative offices in performance of administrative and fiscal duties to ensure responsiveness of unit and Institutional needs. Respond to inquiries from the public, Federal and state government agencies, and education organizations regarding the unit's programs. Certify a large volume of domestic and international travel. Conduct day-to-day unit administration. Orient fellows, interns, visiting scientists, academics. Serve as unit property manager, responsible for accountable property and equipment in excess of \$10mil. Represent head scientist for station's administrative matters.

Personnel management: Serve as principal contact for the unit regarding personnel and payroll matters. Convey to unit staff, verbally or in writing, necessary personnel and payroll procedures and changes to procedures. As necessary, document facts regarding all disciplinary or other adverse actions within their unit, providing advice to supervisors regarding procedures involved, and preparing drafts of necessary memos as requested. Act as unit's timekeeper, tracking time and attendance.

Budget formulation: Create budgets, spending plans, and projections on various funds ranging from Federal allocations to a variety of trust funds (grants, contracts, gifts, endowments, discretionary), based on knowledge of the missions, goals, objectives, sources, types and methods of funding, and historical background of unit programs for budget presentation and use of Museum and Smithsonian administration. Prepare narrative justifications for special project funding needs, assuring that the justifications are accurately and thoroughly documented. Monitor the use and rate of expenditure of budgeted funds through review of written documents, examination of accounting records, and continuing dialogue with staff. Prepare a variety of reports covering the status of funds, expenses, and obligations.

Fund management/procurement/budget execution: Serve as UPO. COTR for all purchase orders for three department IDs. Provide advice, assistance and guidance to employees regarding procurement and contracting functions. Administer 100+ purchase orders and 30+ grants. Create purchase orders & change orders. Write Statements of Work, review contracts and proposals. Ensure unit is fiscally responsible and that correct procurement and contracting actions are always

followed . Perform post-award, procurement and contracting administrative functions for unit. Establish and maintain accountability records for funds control of the various financial matters. Review obligating documents to ensure that funds are used according to approved budgets. Responsible for monthly reconciliation, follow-through of discrepancies, and supplying a variety of reports to proper staff. Certify availability of funds for all obligating documents by signing as fund manager. Monitor fund balances and keeps management informed of budget balances and fiscal affairs. Submit invoices for payment, follow-up on payments issued or on hold and resolves match exceptions and discrepancies. Approve and reconcile pcards.

Smithsonian Institution

600 Maryland Avenue SW suite 6001
Washington DC, DC 20001 United States

01/2011 - 04/2018

Hours per week: 40

Program Manager - Smithsonian Journeys

Duties, Accomplishments and Related Skills:

Personnel management: Researched faculty specialty nationwide, recruited, conducted interviews and hired academics for 300+ educational travel programs. Responsible for fiscal, contractual, content development and interpersonal relationship with 200+ academics in various fields (archaeology, natural sciences, art, history, astronomy, etc.). Increased the number of high performing faculty by 25% YoY. Identified best-suited programs based on itinerary, co-sponsoring organization, and subject matter for each faculty. Ensured faculty's knowledge is pertinent to the program content and itinerary. Served as point of contact for all faculty and speakers. Planned and directed the work of the administrative staff, presented recommendations, negotiated best outcome solutions while establishing and maintaining effective relations with 350+ individuals with whom I worked closely. Explained the complex procedures, policies, guidelines and requirements in coordination and completion of a large volume of assignments pertaining to a huge volume of projects within a very short time frame.

Promotion and marketing: Analyzed, assessed, and recommend program promotions and marketing campaigns. Provided input on overall marketing policies for web and print, catalog, brochures, email blasts, etc. Created individual outbound marketing projects to plan, manage, and track direct mail programs as well as email initiatives and other marketing collateral. Designed, created, and deployed email blasts. Maintained comprehensive programs database. Administered and improved Salesforce SaaS implementation, workflows, templates, business procedures, etc.

Program development and implementation: Conducted research of the international educational travel market; reviewed program content and quality to ensure it complies with Smithsonian's vision and mission statements. Participated in portfolio selection panel, planning and review of program proposals. Offered input on portfolio and revenue generation opportunities. Researched, recommended, planned and executed programmatic details and special events and venues to be added to itineraries. Evaluated the quality of programs and provided recommendations for improvement. Worked closely with museums, faculty world-wide to review quality scores and maintain excellence in all programs. Responsible for planning, directing, and coordinating activities with faculty, tour operators, vendors, Smithsonian staff, and off-campus staff. Formulated procedures and standards to govern operational requirements for contracting, budgeting, staffing, etc. of Smithsonian Journeys travel tours. Developed program guidelines for faculty and tour associated staff. Lead the on-boarding process for new faculty and provide training

as needed to existing faculty. Developed personalized professional development programs for each faculty based on subject matter expertise, past performance and performance goals. Increased overall performance by 10% YoY during the last several years. Advised faculty and key management officials on matters of protocol and of details relating to Smithsonian's mission statement, Smithsonian Journeys' operating procedures, and constituency expectations. Worked with high-ranking US and foreign dignitaries to expand the educational experience by planning, coordinating, and implementing special events, such as special lunches with US Ambassadors in various countries. Work with individuals from multicultural backgrounds, from 20+ countries, plus US wide.

Program evaluation: Established evaluation criteria and metrics; prepared electronic survey templates and integrate with Salesforce. Created an automated program evaluation system to deploy evaluations to faculty based on program end date. Automated the process making the post-program evaluation process efficient and highly productive.

Fund management/budget execution: Budget responsibility ~1.5 mil annually. Monitored expenses and revenue; reconciled financial activity and prepared month end reports; tracked obligations, analyzed spending, prepared forecasts, projections and various statistics and reporting. Developed efficiencies in both financial reporting and daily operational activities. Reviewed and analyzed P&L and other financial statements; gathered data and identified opportunities to close budget gap. Tracked revenue and ensured expenses are within approved budget and tracking metrics. Established and maintained accountability records for funds control of the various financial matters relating to the work of the unit. Reviewed obligating documents to ensure that funds are used according to approved budgets. Responsible for monthly reconciliation, follow-through of discrepancies, and supplying a variety of reports to proper staff. Monitor fund balances and keeps management informed of budget balances and fiscal affairs.

Supervisor: Carol LeBlanc ((202) 633-5997)

Okay to contact this Supervisor: Yes

Smithsonian Institution

600 Maryland Avenue SW suite 6001
Washington, DC 20001 United States

06/2006 - 01/2011

Hours per week: 40

Financial and Programs Coordinator - Smithsonian Journeys

Duties, Accomplishments and Related Skills:

Administrative support: Created reports, correspondence and memoranda to senior management, Office of the Comptroller, and finance division. Reviewed Smithsonian Journeys' web page content. Crafted web and print copy for 20+ educational tours as well as individual tour brochures. Worked closely with world-renowned scholars on educational tour topics and lectures. Researched, contacted and contracted faculty based on tour's theme; negotiated contractual terms and per diems. Ran various reports from the database for analyzing personnel, funding, salary, and assigned unit equipment as required for decision-making. Worked with Educational Tour Operators and suggested changes to the program in order to enhance its educational level and to make sure that program aligns with the Smithsonian mission. Created and maintained spreadsheets containing personnel and funding information to be used as tools for analysis of patterns, etc., to apply towards effective management of the unit. Served as a member of the unit's management team. Served as the channel of communication between unit and various Smithsonian administrative offices in performance of administrative and fiscal duties to ensure responsiveness

to unit and Institutional needs. Interacted with other Smithsonian unit heads/managers and heads of various government and private entities in the performance of special projects. Responded to inquiries from the public, Federal and state government agencies, and education organizations regarding the unit's programs. Certified domestic and international travel. Served as accountable property manager for the unit. Served as the safety coordinator for the unit.

Financial management: Monitored program expense and revenue and executed projects assigned by Director and/or Senior program managers, including gathering and analyzing tour related financial and statistical data; handled tour financial information. Processed payables and receivables for the entire division (payments faculty, scholars, reimbursement to staff, contract payments to tour operators, invoices from miscellaneous vendors, charge cards, checks from passengers, tour operators, insurance premium revenue, etc). Reconciled, on a monthly basis, all financial activity for the division. Developed processes and procedures for new forms, queries, and reports to efficiently manage tour financial information thereby ensuring the smooth and auditable flow of this information to accounting for month-end close. Reviewed and analyzed P&L statements. Reviewed obligating documents to ensure that funds are used according to approved budgets. Responsible for monthly reconciliation, follow-through of discrepancies, and supplying a variety of reports to proper staff. Created and managed computerized spreadsheets/databases containing section and departmental information. Created budget costing sheets, estimated revenue and expenses for budgeting purposes, etc. Worked with the representatives of the OIG on special reconciliation projects from prior years. My efforts lead to a revenue gain of \$50k.

Supervisor: Amy Kotkin ((202) 633-5997)

Okay to contact this Supervisor: Contact me first

Smithsonian Institution

Smithsonian Institution

Washington DC, DC 20001 United States

02/2005 - 06/2006

Hours per week: 32

Administrative Assistant - Concessions and Theaters

Duties, Accomplishments and Related Skills:

Administrative support: Created and developed presentations for management, CEO, President. Designed, composed and edited a wide variety of correspondence and materials for two major departments of Smithsonian Business Ventures (minutes, memos, graphs, charts, tables, business plans). Proofread copy for spelling, grammar, and layout. Responsible for accuracy and clarity of final copy.

Fund management: Tracked budgets and expenditures of funds for multiple capital investment projects; created purchase orders and change orders for capital investment projects for all stores and food and beverage venues at the new American Art Museum and National Portrait Gallery. Created Purchase Orders for requisition of supplies, equipment, goods and services as well as for Smithsonian Stores building and maintenance works. Compiled financial information from various sources and created complex weekly/monthly financial reports. Reconciled all invoices from concessionaires and contractors. Ran financial reports; checked status of payments, followed up as needed. Reviewed and analyzed financial statements, income and expense statements, balance sheets and expense reports. Prepared travel authorization, made travel arrangements, created and submitted expense vouchers to A/P. Maintained filing system on vendors, clients, concessionaires, financial key performance indicators, weekly reports, contracts and amendments.

Personnel management: Developed and updated operational and personnel procedures as needed. Timekeeper for a unit of 10+ employees. Prepared PAF and other personnel forms. Prepared position descriptions.

Other duties: Worked with VIARC staff to provide information needed for My Smithsonian publication. Provided information for the dining guide - locations, hours, closings and menus. Responsible for tracking special events at all Smithsonian Museums when dining or simulator areas were needed. Served as liaison with Museums and concessions for special events.

Supervisor: Roland Banscher; Richard Kavanaugh; Toby Mensforth (202-633)

Okay to contact this Supervisor: Yes

United States Holocaust Memorial Museum

100 Raoul Wallenberg Place
Washington DC, DC 20001 United States

03/2003 - 12/2005

Hours per week: 10

Volunteer- Archives

Duties, Accomplishments and Related Skills:

Administrative support: Various duties as required, several research projects involving translation of documents issued by various European governments before, during and after the WWII. Substantial involvement in the creation of finding aids for the Romanian collection RG-25.023M – organizing, translating to English; editing material from the Ministry of Interior of Romania based on USHMM archival methods – ongoing. This project gave me the opportunity to become familiar with archival and library circulation functions and methods; with procedures related to the routine aspects of daily operations of a large scale archive and lending library. Translated document to document and audio and video files to document various official documents issued by the Romanian Government during the 1940s. Translated written and audio material from Romanian and Hungarian to English and vice-versa.

Reviewed numerous materials dating from WWII, translated, summarize, and presented to scholars and historians. Based on instructions from archive's staff retrieved books, publications, microfilms and microfiche reels, video and electronic material from the extensive archives of the USHMM and from the cold storage. Processed documentation requests, prepared information for scholars and researchers. Assisted readers, scholars, staff, and volunteers in locating books and publications in catalogue and on shelves; researched request for specific information for visiting scholars, assisted archivist in retrieving and distributing materials to researchers. Assisted scholars translating other materials from Greek, French, and German.

Supervisor: Michlean Amir (202-488-6113)

Okay to contact this Supervisor: Yes

Smithsonian Magazine

Washington, DC United States

02/2003 - 03/2005

Hours per week: 20

Volunteer - Smithsonian Magazine

Duties, Accomplishments and Related Skills:

Electronic cataloging for the Smithsonian Annual Photo Contest. Scanned, logged into custom developed database built to specifications, all photos submitted by public. Maintained database, retrieved information when requested by staff and judging committee. Assisted staff to locate photos in the database, printed a variety of database reports based on numerous requests. Position required good database skills as well as effective communication skills.

Toys Gulliver Romania

3 Postei street, Targu Mures
Targu Mures, Romania

09/2000 - 11/2002

Hours per week: 40

VP Finance and Operations

Duties, Accomplishments and Related Skills:

Financial management and operations: Instrumental in the management of a medium sized Hungarian-Romanian toy retail/distribution company with 45 employees across 6 locations throughout Romania. Responsibilities included: Product pricing, invoicing, contract negotiation, accounts payable and receivable management, fleet (truck) management, insurance (employees, inventory). Worked with chief accountant in cash flow statement preparation, profit and loss statements and other financial reports. Created cost estimates and predictions and negotiated bank loan agreements. Researched potential financing possibilities. Contracted new suppliers/clients. Gathered data to analyze new products for market viability and corresponding profit margins. Developed business plans and negotiated new loans with various banks.

Personnel management: Processed HR information, including employee contracts, benefits, and government social services documentation. Designed and arranged television, radio, and newspaper advertisements, and set up special co-promotions with vendors and regional distributors.

Other: Substantial involvement in developing the company's own inventory management software applications in 2001-2002.

Supervisor: Barabas Istvan (+40.26.522.2689)

Okay to contact this Supervisor: Yes

Rhododendron Environmental NGO

Targu Mures
Targu Mures, Romania

01/1997 - 10/2001

Hours per week: 10

Volunteer - Secretary General

Duties, Accomplishments and Related Skills:

Responsible for overall good functioning of office of environmental NGO. Provided administrative support to president and vice president, insured all office supplies in stock at all times, insured office equipment in working order. Analyzed, recommended and purchased new equipment as needed. Trained members on IT issues. Managed 3 international projects: Sustainable Europe, Environment for Europe and New Items for Central and Eastern Europe. Attended several conferences in different European countries and organized conferences with various international attendees. Managed the publishing of several environmental publications on special interest for CEE.

Translated handbooks and documentation related to projects, drafted Romanian national report, organized national debates, edited Romanian final report and presented it to Romanian National NGO Summit.

Contributed to several publications on Sustainable Development.

Supervisor: Istvan Sido (+40.21.210.72.55)

Okay to contact this Supervisor: Yes

Lambda Communications

48 Avram Iancu st. Targu Mures

Targu Mures, Romania

08/1991 - 09/2000

Hours per week: 40

Assistant Manager of Finance and Operations

Duties, Accomplishments and Related Skills:

Assisted in the management of a small IT & Telecommunications company providing voice and data solutions to small and medium sized organizations. Helped develop the company's Internet presence by creating the HTML contents and layout. Translated various product (computers, printers, facsimile machines, PBX's, alarm systems, etc.) documentation from English to Romanian. Designed and arranged television, radio, and newspaper advertisements, and set up special co-promotions with product vendors or distributors. Processed HR information, including employee contracts, benefits, and government social services documentation. Product pricing, invoicing, supplier/client correspondence. Drafted international sales contracts (with Hungary, Germany, Israel).

Managed the group responsible for IT training including curriculum creation, lab setup, course presentation, workbooks and tests. Over a 3-year period more than 450 students from diverse backgrounds successfully completed the various courses.

Responsible for acquisition of office supplies, scheduling maintenance for all equipment.

Extensive involvement in developing the company's specific invoicing/inventory software.

Supervisor: Margit Losonczy (+40-265-211361)

Okay to contact this Supervisor: Yes

Education:

Technical University Targu Mures Romania

Bachelor's Degree 06/1991

Relevant Coursework, Licenses and Certifications:

Degree accredited by Global Credential Evaluators, Inc.

Job Related Training:

Essentials of Finance and Accounting for Non-Financial Managers - Washington DC, 2006

Business Writing and Grammar Skills - Washington DC, 2006

MS Excel Advanced - Washington DC, 2006

MS Access Advanced - Washington DC,

Principles of Accounting, Washington DC, 2007

Principles of Speech Communication, Washington DC, 2007

Language Skills:

Language	Spoken	Written	Read
German	Novice	Novice	Novice
Modern Greek (1453-)	Novice	Novice	Novice
French	Novice	Novice	Novice
Hungarian	Advanced	Advanced	Advanced
Italian	Novice	None	Novice
Romanian	Advanced	Advanced	Advanced

References:

Name	Employer	Title	Phone	Email
Jim Douglas	Smithsonian Institution OHR	Director of HR (ret)	202-633-6301	douglasjd@si.ed
Tova Jaffe	Smithsonian Institution, Treasury	Treasury Management	202-633-7145	jaffet@si.edu
Francisco Dallmeier	Smithsonian Institution, NZP	Director, SI/MAB Biodiversity Program	202-633-4782	dallmeierf@si.edu
Jim Zimbelman	NASM	Geologist	202-633-2471	zimbelmanj@si.edu

Miscellaneous certificates

Various SI procurement coursework and certificates: COTR1; COTR2, UPO \$10k, etc. – see HRMS records

Essentials of Finance and Accounting for Non-Financial Managers - Washington DC, 2006

Business Writing and Grammar Skills - Washington DC, 2006

MS Excel Advanced – Washington DC, 2006

MS Access Advanced - Washington DC, 2006

Accounting Certificate - Free University – Targu Mures, Romania, 1998

Competitive Management Course - Open University, Targu Mures, 1998

Junior Fellow Certificate – Regional Environmental Center for Central and Eastern Europe, Budapest, Hungary 1996

COMPUTER SKILLS

MS Office (Word, Excel, Access, Power Point, Outlook)

MS FrontPage, CorelDraw, WordPerfect

Adobe Photoshop, Adobe Acrobat, Adobe InDesign, PageMaker, Ventura Publisher, FoxPro, FoxBASE, Pascal

Lawson Financials

Salesforce

ERP; HRMS; EPMS, Concur, etc.



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Fort Pierce Planning Board

Name of Board or Boards for which you are applying:

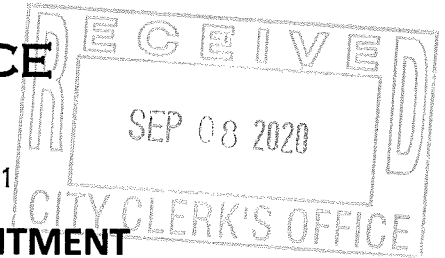
Name: Al Bernetti		Phone: 772-519-0482
Home Address: 1225 Carlton Ct. # 206 Ft. Pierce City/Zip Code:		How long at this address? 3 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: Real Estate Sales & Broker since 1985		
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Real Estate Broker Associate working with McCurdy & Co 171 Melody Lane Ft. Pierce 34950		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: McCurdy & Co. 171 Melody Lane Fort Pierce, Fl. 34950		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I owned my own real estate co. in Osceola County Fl. we brokered real estate, and built homes. My company name was Magic Homes and Development Inc.		
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by: <i>J. Server a couple years ago</i> Applicant Email Address: captalbernetti@gmail.com		
Date: 8-1-2020	Applicant's Signature <i>Al Bernetti</i>	

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@cityoffortpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board; Communitywide Council; Community Redevelopment Agency Advisory Committee; Fort Pierce Utilities Authority; Infrastructure Surtax Citizen Oversight Committee; Keep Fort Pierce Beautiful Advisory Board; Planning Board; Police Community Advisory Comn

Name: Charles E Bryant		Phone: 7723537266
Home Address: 2300 Avenue P Fort Pierce FL 34950 City/Zip Code:		How long at this address? 32 Years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation: IT Analyst/ Business Owner		
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:		
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?		
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:		
Referred by:		Applicant Email Address: cebryant4@gmail.com
Date: 08/27/2020	Applicant's Signature	

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CITY OF FORT PIERCE

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(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

City Planning Board

Name of Board or Boards for which you are applying: _____

Name: Nichelle Clemons		Phone: (678)457-3261	
Home Address: 1712 Ponce De Leon Prado, Ft. Pierce, 34982 City/Zip Code:		How long at this address? 3 Yrs	
Are you a citizen of the United States?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Field Representative			
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Licensed Real Estate Agent for 12 years			
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: Linda Cox		Applicant Email Address: nclemons69@gmail.com	
Date: 10/21/2020	Applicant's Signature Nichelle Clemons		

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Nichelle G. Clemons
1712 Ponce De Leon Prado
Fort Pierce, FL 34982
(678) 457-3261
nclemons69@gmail.com

OBJECTIVE

To obtain a challenging position utilizing my strong organizational skills, management experience and communication skills to produce positive influences and outcomes.

WORK HISTORY

Field Representative

Progressive Turnout Project (PTP) 06/2020-Present
Responsibilities were working with existing progressive voter infrastructure to conduct voter outreach, engagement and voter registrations. Working engagement events such as phone banks and registration drives.

Field Organizer

Florida Democratic Party (FDP) ~ Coordinated Campaign 09/2018-12/2018
Responsibilities were working with existing Democratic Party infrastructure to conduct voter outreach, engagement and voter registrations. Worked to build and manage engagement events such as phone banks and registration drives. Recruited, trained and managed volunteers with the aim of building teams. Conducted outreach to local community leaders and progressive organizations.

Clinical Consultant

CVS Caremark Corporation 01/1998-03/2006
Duties were viewing patient profiles for drug utilization reviews and monitoring formulary adherence. Organized and produced clinical symposiums for the medical community. Consulted with physicians and other medical staff on medication therapy, while providing quality care and cost containment.

Pharmacist-in-Charge

Integrated Pharmacy Solutions 01/1994-12/1997
Responsibilities included preparing/dispensing medications, inventory management, counseling physicians/patients, clinical interventions, and clinical education in-services. Represented the pharmacy on the Facility Development and Re-engineering committee and the P & T committee. Other duties were staff training, scheduling and supervising, monitoring formulary adherence, and customer complaints.

Pharmacist-in-Charge

Kroger Drugstore 08/1992-07/1994

EDUCATION

Bachelor of Science in Pharmacy, Florida A. & M. University, 1992

ADDITIONAL EXPERIENCE

- Licensed Realtor in the state of Georgia 04/2001-03/2013
- FAMU NAA Life Member and held many leadership roles, committee and officer positions over the last two decades.
- Annual BenGaay Bowl Co-Chairperson
- Lincoln Park Mainstreet Showcase Newsletter Editor
- Pam Keith 2018 campaign for US Congress volunteer
- Second Chances Florida volunteer



CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Keep Fort Pierce Beautiful, Planning, CRA Advisory, Communitywide council

Name of Board or Boards for which you are applying: _____

Name: Wyatt Sixshooter Hayes		Phone: 772-204-6138	
Home Address: 1105 S. 11th St., Fort Pierce, 34950 City/Zip Code:		How long at this address? 4 years	
Are you a citizen of the United States?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Substitute Teacher, Permit Runner			
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? I'd like to, eventually, run for office in the city. I would first like to get a better grasp of the community in which I live.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? If yes, please specify:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Referred by: Linda Hudson		Applicant Email Address: Wyatts.hayes@gmail.com	
Date: 7/16/2020		Applicant's Signature Wyatt S. Hayes	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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CITY OF FORT PIERCE

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(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board

Name of Board or Boards for which you are applying: _____

Name: Steven Tarr		Phone: 561-762-3732	
Home Address: 316 S. Ocean Dr.		City/Zip Code: _____	
How long at this address? 3 years			
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Occupation: Real Estate Broker/Owner/Developer			
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, list the address and nature of said business: Real Estate Brokerage Real Estate Development Real Estate Investment			
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, in what capacity? I would not do business that may create any conflict of interest.			
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, state the business and location: See above.			
Do you have special training or knowledge in the area of:			
Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No		Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No		Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Other: _____	
Describe your education, background, training and knowledge – (feel free to attach a resume): Masters Degree in Real Estate and Finance. Former Planning Board Commissioner in City of PB Gardens. 20 years of development experience in Fort Pierce.			
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, please specify: _____			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, what was the nature of the crime(s) you were convicted of: _____			
Referred by: Pat Murphy		Applicant Email Address: hovenre@gmail.com	
Date: 10-21-2020	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@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm

13. c.

Meeting Date: 11/02/2020

Re: Resolution - Wrecker Driver Fees

Submitted For: Diane Hogley-Burney, Chief of Police, Police Department

SUBJECT:

Resolution 20-R52 establishing Wrecker Driver fees.

SUMMARY:

In conjunction with the City's recodification project, attached is Resolution number 20-R52 establishing Wrecker Driver fees. There are no changes to the fees previously established by City Ordinance.

RECOMMENDATION:

Adopt resolution.

ALTERNATIVES:

Do not adopt at this time.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

Pete Sweeney, City Attorney

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

20-R52

Form Review

Inbox

City Manager

Form Started By: Robert Ridle

Final Approval Date: 10/28/2020

Reviewed By

Nick Mimms

Date

10/28/2020 05:09 PM

Started On: 10/15/2020 11:04 AM

RESOLUTION NO. 20-R52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING FEES PURSUANT TO SECTION 34-105, CALL ALLOCATION SYSTEM, OF THE CODE OF ORDINANCES**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Ordinance No. 20-014 amending sections of the Code of Ordinances removing fees from the code and referencing fees by resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. The City Commission establishes the following Fee Schedule attached as Exhibit A.

Section 2. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of November, 2020.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**

Peter J. Sweeney, City Attorney

EXHIBIT A

TYPE OF FEE	SPECIAL CONDITIONS / REQUIREMENT	FEE
Driver's Permit	One time, non-refundable	\$25.00
Annual Driver's Renewal Permit	Non-refundable. Permit valid for 12 months	\$20.00

City Commission Regular Meeting - 6:00 pm

13. d.

Meeting Date: 11/02/2020

Re: Resolution - Fingerprinting Fees

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Resolution 20-R53 establishing fees for public fingerprinting services.

SUMMARY:

The Fort Pierce Police Department provides fingerprinting services for the public. Those services have expanded from traditional ink and paper to electronic live scanning. This resolution establishes fees for those services, which may be used for expenditure by the Fort Pierce Police Department.

RECOMMENDATION:

Adopt Resolution to assist with expenditures by the Fort Pierce Police Department.

ALTERNATIVES:

Do not adopt at this time which create the Fort Pierce Police Department to find other budgetary funding for needed expenditures.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief
Mery Castellanos, Records Supervisor

COORDINATED WITH:

Tanya Early, Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

Revenue generation for law enforcement expenditures.

Attachments

20-R53

Form Review

Inbox

City Manager

Form Started By: Robert Ridle

Final Approval Date: 10/28/2020

Reviewed By

Nick Mimms

Date

10/28/2020 05:08 PM

Started On: 10/15/2020 12:37 PM

RESOLUTION NO. 20-R53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING FEES FOR PUBLIC FINGERPRINTING SERVICES** PROVIDED BY THE FORT PIERCE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fort Police Department provides fingerprinting services to the public and has recently expanded fingerprinting services from traditional ink and paper transfer to electronic scanning (“Live Scan”); and

WHEREAS, the Fort Pierce Police Department’s staff expends time and resources to provide fingerprinting services to requesting parties; and

WHEREAS, by charging fees for fingerprinting services, the Fort Pierce Police Department can generate funds for expenditure by the Fort Pierce Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. The City Commission adopts the Police Department Fingerprinting Fee Schedule, as follows:

FINGERPRINT SERVICE TYPE	FEE
Traditional Ink/Paper	\$10.00
Live Scan	\$20.00

Section 2. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of November, 2020.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk
(SEAL)

**APPROVED AS TO FORM
AND CORRECTNESS**

Peter J. Sweeney, City Attorney

City Commission Regular Meeting - 6:00 pm

15. a.

Meeting Date: 11/02/2020

Re: City Manager Reports

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Orders

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/28/2020 05:23 PM
City Manager	Nick Mimms	10/28/2020 05:23 PM
Form Started By: Jennifer Robinson		Started On: 10/21/2020 04:53 PM
Final Approval Date: 10/28/2020		

FORT PIERCE INSIDER



**HERE'S TO
100 YEARS
YOUNG.**

The Fort Pierce Police Department
salutes Clarence McDuffie



Alex Funcher
FINEART PHOTOGRAPHY

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6	PLANNING DEPARTMENT	16	INDIAN HILLS GOLF COURSE
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9	CONSTRUCTION SPOTLIGHT	18	NEW BUSINESSES
10	BUILDING DEPARTMENT		

SPECIAL BACK INSERT

2020 Quarterly Update - 3rd (July - September)
for the Fort Pierce Infrastructure Surtax
Citizen Oversight Committee

Paint Our Town

Sponsored by

The City of Fort Pierce, Area Businesses and Local Non-Profits



• Exterior Home Painting



• Minor Exterior Home Repairs



• Community Engagement



• Volunteer Opportunities



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772.467.3161



POLICE SALUTE A FORT PIERCE CENTENARIAN



MIKE JACHLES, PUBLIC AFFAIRS MANAGER

The Fort Pierce Police Department organized a patrol car parade for Clarence McDuffie, who turned 100 October 20. He has lived in Fort Pierce since October 8, 1950. Born in Georgia, he served in the Army in World War II and was in the Battle of Saipan. Mr. McDuffie has seven children, 17 grandchildren and somewhere around 35 great-grandchildren, some of whom were in the parade and stopped to wish him a Happy 100th. Not only did the event make the local news, it made the national news as well.





MORNING OF PRAYER STOPS AT FPPD

The Treasure Coast Ministerial Prayer Group took their weekly Tuesday morning hour of prayer on the road, with a stop at the Fort Pierce Police Department October 22. Over 13 clergy, representing ministries throughout St. Lucie County, participated in the hour-long service, led by Chaplain David Thompson from the St. Lucie County Sheriff's Office. FPPD Chaplain Eldrew Baldwin was joined by fellow police chaplains from Port St. Lucie Police Department and auxiliary chaplains from the sheriff's office. The group also went to the sheriff's office, Port St. Lucie Police Department and Florida Highway Patrol for prayer services that morning.



POLICE MAKE RECORD HAULS IN OVER 150 KILOS... OF CANDY

The Fort Pierce Police Department is reporting a record haul of over 150 kilos - of candy - for the agency's Trunk-or-Treat Halloween event, scheduled for October 31. The 10,000-plus pieces of candy were (not really) confiscated during an investigation that led to a mystery donor. Police have identified the mystery donor as Howard Dunn, Jr. Dunn is no stranger to the Fort Pierce Police Department. Back in August, detectives identified Dunn as the culprit who legally parked a behemoth blue wrecker in front of police headquarters with signs that read, "We Back the Blue." Dunn, who owns Dunn's Tractor Service, recently created Dunn's Kids Foundation as a vehicle to benefit children in the community. "Not only does Howard Dunn continually support the men and women of the Fort Pierce Police Department, but now, through this gesture, he helped us make Halloween special for the children of our city," Police Chief Diane Hobley-Burney said.

PROPOSED PROJECTS

At the October 13, 2020 Planning Board meeting, the Board recommended for approval an annexation and two (2) Conditional Use Approvals.

PLANNING BOARD OCTOBER 13, 2020 MEETING

Annexation | Vacant Parcel located at 706 Midway Road

Conditional Use Approval | Single Family Home located at Parcel ID: 2412-501-0123-000-7

Conditional Use and Site Plan Approval | Savannah Ridge located at 3030 South US Highway



APPLICATION FOR ANNEXATION | 706 MIDWAY ROAD | AERIAL MAP

The annexation request is for property located at 706 Midway Road that has a St. Lucie County Future Land Use designation of Residential High, 15 du/ac (RH) and a zoning designation of Commercial Neighborhood (CN). To ensure consistency with Policy 1.11.5 of the City’s Comprehensive Plan, the proposed Future Land Use designation is recommended at High Density Residential (RH) with a zoning classification of High Density Residential (R-5). The current taxable value of the property is \$775,100. Should the Application for Annexation be approved by the City Commission, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce. Currently the property is vacant, and the applicants wish to fully develop the property for a mixed-use development in the future. In addition, the Planning Board recommended approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal

Construction Control Line (CCCL) and an increase in the height of the subject structure to 32.82 feet from FEMA Based Flood Elevation in accordance with City Code 125-157 (1)(c)(2). The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning district designation of Single-Family Low Density Residential (R-1).

The home will have a total square footage of 3,221 square feet between the first floor and second floor. The proposed height of the structure is 32.82 feet above the FEMA Based Flood Elevation and 37.22 feet from existing grade. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. Structures in the R-1 zoning district can be built up to 28 feet from the FEMA Based Flood Elevation without any special approvals.



Proposed Single Family Home

The architectural style of the home reflects an island design that blends with and complements the surrounding scenery. The proposed height of the structure will be under 35 feet to comply with City Code section 125-157 (1)(c)(2) that regulates height for single family homes zoned R-1 within the South Beach Overlay District. There are no architectural embellishments that project beyond the maximum allowable height of 35 feet. Lastly, the Planning Board recommended approval for a Conditional Use and Site Plan Approval for Savannah Ridge, a manufactured home park with 202 home sites designed by Brian Nolan, AICP, ASLA, of Lucido & Associates. The subject site was previously a manufactured/mobile home community known as Pleasure Cove and due to severe hurricane damage in the mid-2000's the site closed. The owners at that time chose not to rebuild. The Pleasure Cove development supported 209 home sites. The current request is a reduction of seven (7) home sites. The proposed project will consist of 202

home sites consisting of a mix of rental and owner-occupied units. The residents will have the option of locating their own home within the community or renting a home provided by the applicant, Yes Communities. The applicant will also be providing lease to own options for residents who are not ready to own. The existing clubhouse will undergo an extensive renovation, which will bring a pool, patio, outdoor kitchen, active play area, and a half-court basketball court as onsite amenities for the residences. Additionally, coordination between St. Lucie County and the applicant has been initiated to provide residents with direct pedestrian access to the nature trails within the Savannah Preserve. As such, an access easement has been provided on the site plan on the eastern side of the property. Also proposed is a continuous four (4)-foot sidewalk and a pond with a deck central to the community surrounded by a walking trail with a potential for a kayak launch.



Savannah Ridge Clubhouse Renovation Rendering

PAINT OUR TOWN PROGRAM

KAITLYN BALLARD, COMMUNITY RESOURCE SPECIALIST

The City of Fort Pierce's Paint Our Town Program is a collaborative effort with local businesses and area nonprofits to assist low-income Fort Pierce homeowners with minor exterior improvements of their homes. Housing and Urban Development's (HUD) Community Development Block Grant funding provides the paint, materials, and supplies. Volunteers donate their time and talents. Households must be owner-occupied to qualify and must meet income guidelines. Elderly and special needs citizens are encouraged to apply. Businesses wishing to contribute to the Paint Our Town program can donate, or sell at reduced cost, paint, paint supplies, various building and landscaping materials and supplies.



Paint Our Town

Sponsored by
The City of Fort Pierce, Area Businesses and Local Non-Profits

- Exterior Home Painting
- Minor Exterior Home Repairs
- Community Engagement
- Volunteer Opportunities

www.cityoffortpierce.com
772.467.3161



"We believe the Paint Our Town program will boost the City of Fort Pierce's efforts to increase civic pride by stopping the deterioration of properties and improving the overall appearance of our historic neighborhoods", explained Fort Pierce Mayor Linda Hudson.

Contact Kaitlyn Ballard,
Community Resource Specialist at 772.467.3161 or
email kballard@cityoffortpierce.com for more information.

CONSTRUCTION SPOTLIGHT

Citrus Avenue Bridge Repairs:

Revitalization efforts recently commenced on the Citrus Overpass Bridge. The 63-year-old bridge, constructed in 1957, was long overdue for repair and maintenance work and is one of the proposed projects funded from the Half-Cent Surtax. Prior inspections of the bridge identified concrete spalling and degradation of miscellaneous structural components. Repairs were warranted to preserve the structural integrity of the bridge and prevent further deterioration which could result in more costly repairs. Commuters can expect bridge accessibility to be restricted to two-lanes, one westbound, and one eastbound during construction activities. The total construction cost is \$1,062,928 and the project is funded with \$662,928 from the Half-Cent Surtax proceeds and \$400,000 from the City's General Fund. Anticipated construction completion is April 2021.



North 17th Street (Orange Ave to Ave D) Roadway Improvements:

The new drainage installation began on Monday, August 31st. Phase II (Canal Terrace to Avenue D) sewer installation began on Tuesday, September 15th and estimated complete on Tuesday, September 29th. The gas contractor has completed the new gas main installation from Orange Ave to Avenue D. Mastec began conduit installations on September 8th.



South 5th Street Roadway Improvements (Boston to Delaware):

Roadway improvements are proposed along S. 5th Street between Boston Avenue and Delaware Avenue. Improvements will include drainage conduit upsizing, resurfacing of the roadway, new curb and gutter, sidewalks, brick paver crosswalks, decorative street lighting, landscaping, and irrigation. FPUA will also be upgrading the potable water lines in this area. Design contract was awarded to Engineering Design & Construction Inc. and they have completed the 60% plans. 100% design plans are scheduled for completion October 2020 and an anticipated construction commencement in February 2021.

WHAT'S NEW?



RYAN HOMES:

Ryan Homes located at Neill Farms, 2700 Jenkins Road has started sitework in preparation of the construction of a new single-family housing community between McNeil Road and Jenkins Road just south of Okeechobee Road. The developer has also submitted the first permit applications for the homes to be used as models. Shown in the picture is a model of the future build.



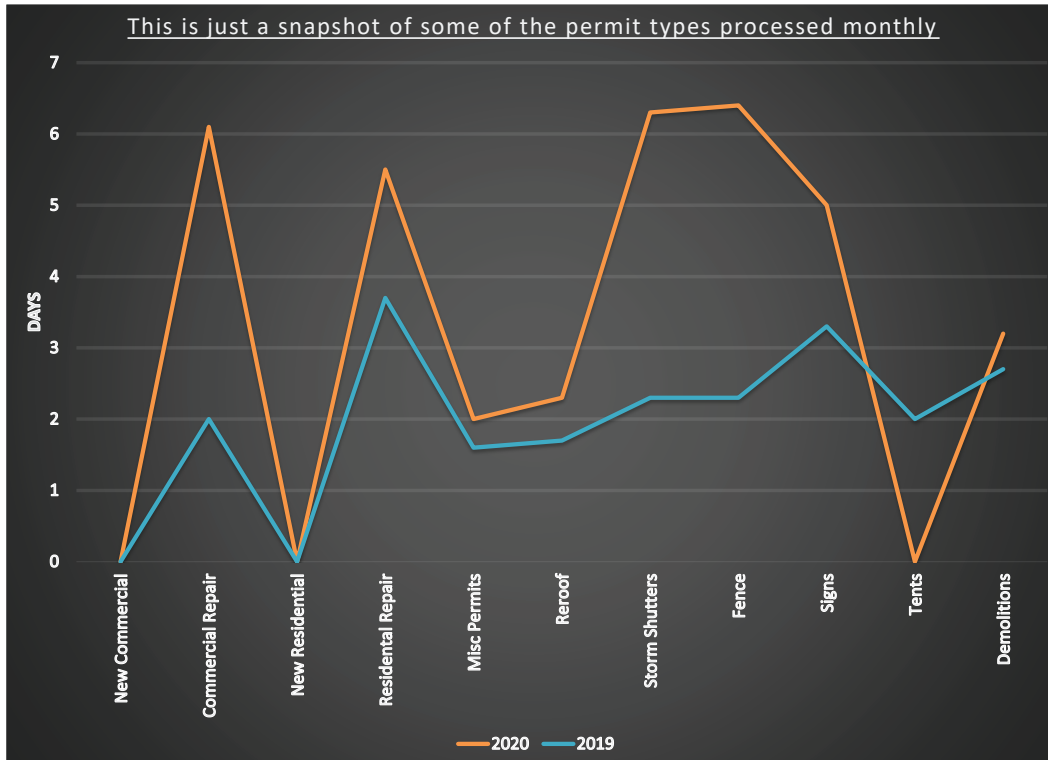
FLOOD FOR THOUGHT:

Raising the roof of a residential structure can be done for a variety of reasons. Whether the owner wants to change the exterior elevation, prefers higher ceiling heights, or if the structure is within a flood zone and the elevation of the finished floor must be raised to comply with flood requirements. For floodplain requirements, once the roof is raised the electrical outlets and other utilities can be raised and additional concrete may be poured to raise the finished floor elevation for code compliance.

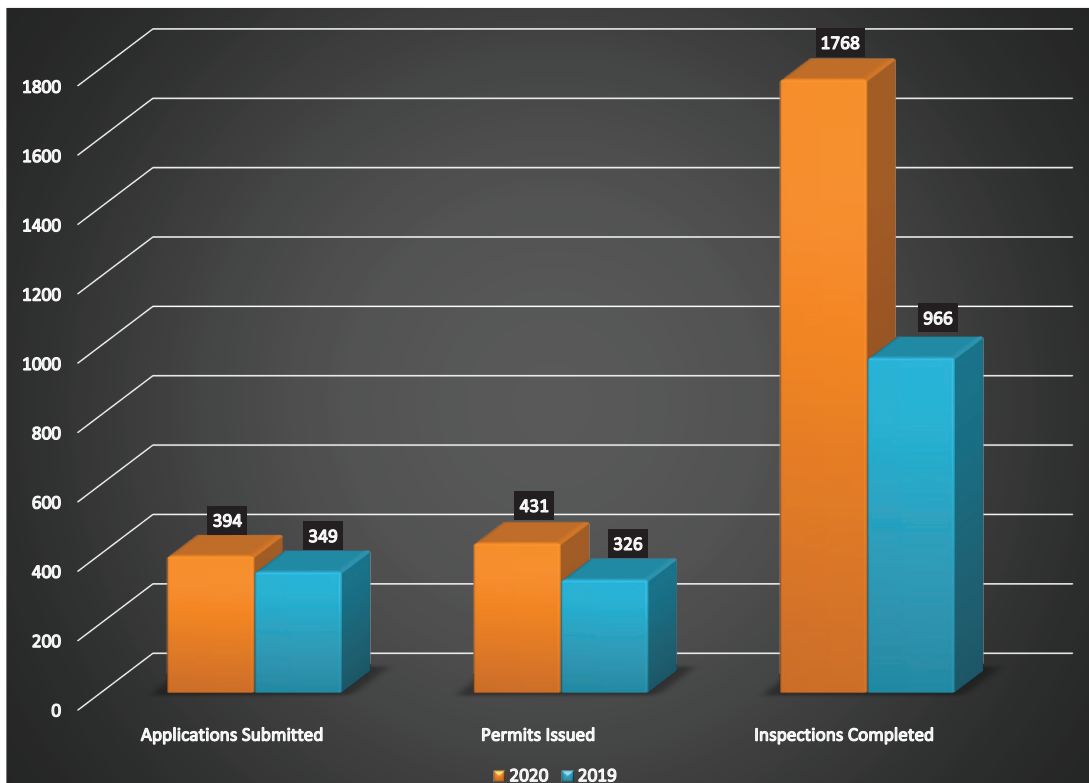
BUILDING CHARTS FOR SEPTEMBER 2020

PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT



BUILDING DEPARTMENT FY 2020 SUMMARY

BUILDING PERMITS

CATEGORY	APPLICATION TYPE	FY 2020	
		NO.	VALUATION
ELECTRICAL	ELECTRIC MISCELLANEOUS	453	\$2,396,972
ELECTRICAL	GENERATOR INSTALLATION	30	\$481,293
ELECTRICAL	SOLAR PHOTOVOLTAIC	17	\$560,696
FIRE	FIRE ALARM	26	\$280,019
FIRE	FIRE SUPPRESSION SYSTEM	10	\$278,513
FIRE	FIRE SPRINKLER SYSTEM	10	\$300,009
MECHANICAL	EXHAUST HOOD	9	\$101,760
MECHANICAL	MISCELLANEOUS GAS	62	\$143,740
MECHANICAL	REFRIGERATION-COOLERS	4	\$127,300
PLUMBING	FUEL PUMP & TANK SYSTEM	7	\$810,000
PLUMBING	IRRIGATION	55	\$163,740
PLUMBING	MISCELLANEOUS PLUMBING	390	\$891,150
PLUMBING	SOLAR WATER HEATER SWIMMING POOL	211	\$6,798
PLUMBING	SEWER	0	\$0
STRUCTURAL	ACCESSORY BUILDINGS	8	\$165,280
STRUCTURAL	AC	788	\$4,591,598
STRUCTURAL	AWNING	9	\$82,435
STRUCTURAL	BULKHEAD	4	\$127,800
STRUCTURAL	COMMERCIAL, ADDITION	1	\$1,700,000
STRUCTURAL	CARPORT ENCLOSURE	2	\$14,500
STRUCTURAL	COMMERCIAL	12	\$14,304,680
STRUCTURAL	CONCRETE PAD	22	\$510,480
STRUCTURAL	COMMERCIAL, REPAIRS & ALT NO CO	307	\$13,706,798
STRUCTURAL	CARPORT	7	\$41,969
STRUCTURAL	CANOPY	3	\$139,116
STRUCTURAL	STRUCTURES OTHER THAN BUILDINGS	27	\$739,595
STRUCTURAL	DOCK	10	\$264,866
STRUCTURAL	DEMOLITIONS	50	\$209,129
STRUCTURAL	DEMOLITIONS, INTERIOR	0	\$0
STRUCTURAL	RESIDENTIAL, DUPLEX	4	\$1,295,702
STRUCTURAL	DRIVEWAY	54	\$181,250

BUILDING DEPARTMENT FY 2020 SUMMARY

BUILDING PERMITS

CATEGORY	APPLICATION TYPE	FY 2020	
		NO.	VALUATION
STRUCTURAL	COMMERCIAL	12	\$14,304,680
STRUCTURAL	CONCRETE PAD	22	\$510,480
STRUCTURAL	COMMERCIAL, REPAIRS & ALT NO CO	307	\$13,706,798
STRUCTURAL	CARPORT	7	\$41,969
STRUCTURAL	CANOPY	3	\$139,116
STRUCTURAL	STRUCTURES OTHER THAN BUILDINGS	27	\$739,595
STRUCTURAL	DOCK	10	\$264,866
STRUCTURAL	DEMOLITIONS	50	\$209,129
STRUCTURAL	DEMOLITIONS, INTERIOR	0	\$0
STRUCTURAL	RESIDENTIAL, DUPLEX	4	\$1,295,702
STRUCTURAL	DRIVEWAY	54	\$181,250
STRUCTURAL	DEVELOPMENT PERMIT	6	\$38,200
STRUCTURAL	FOUNDATION ONLY	1	\$90,000
STRUCTURAL	FENCE	160	\$1,157,612
STRUCTURAL	FLOOD ZONE DEVELOPMENT	3	\$59,750
STRUCTURAL	DETACHED GARAGE	4	\$120,446
STRUCTURAL	INTERIOR COMPLETION	7	\$3,201,453
STRUCTURAL	CHANGE OF OCCUPANCY	0	\$0
STRUCTURAL	PAVING PARKING LOTS	23	\$802,781
STRUCTURAL	RESIDENTIAL, ADDITIONS	12	\$436,700
STRUCTURAL	REROOF	525	\$6,814,543
STRUCTURAL	REPLACE MOBILE HOME	39	\$2,515,000
STRUCTURAL	RESIDENTIAL, REPAIRS & ALT (NO CO)	345	\$2,981,628
STRUCTURAL	RESIDENTIAL, TOWNHOUSE	0	\$0
STRUCTURAL	SCREEN ENCLOSURE	38	\$292,378
STRUCTURAL	RESIDENTIAL, SINGLE FAMILY (DWELLING)	218	\$53,419,968
STRUCTURAL	SIGNS	183	\$653,315
STRUCTURAL	STORAGE SHED	59	\$180,440
STRUCTURAL	SITE WORK	19	\$8,440,887
STRUCTURAL	STORM SHUTTERS	160	\$630,935
STRUCTURAL	TENT	10	\$8,000
STRUCTURAL	TEMP. TRAILER	0	\$0
STRUCTURAL	VINYL SIDING SOFFIT	0	\$0
STRUCTURAL	WOOD DECK	2	\$3,500
TOTALS:		4210	\$126,940,009

*Renewed permits appear on this report and may inflate the value of the permit.

ANDY AVERY, PUBLIC WORKS INSPECTOR

Recently, the Public Works Department installed an outdoor fitness station at the corner of Indian River Drive and Seaway Drive. This location, and more specifically the bridge, has been used for years by exercise enthusiasts and people that just want to enjoy the beautiful scenery. With beautiful views and fresh air, exercising is fun and potentially more effective. In addition, the fitness station promotes friendships, improves health, is available to everyone in the community, and it is free of charge. Placed on a 35'X35' concrete slab, guests will find nine apparatuses, including double pull-up bars, twist/step machine, pushup/dip station, row machine, sit-up bench, chest press/lat pull down, cross skier, a combo station, and a fitness bike to boost their physical fitness.



Another exciting project that has been completed with the partnership of the Fort Pierce Utilities Authority, is the installation of four new electric vehicle charging stations. Situated on the third floor of the parking garage, guests have a dedicated bank of parking spaces to charge their eco-friendly vehicles. The popularity of EV vehicles is on the rise. The original charging station on the first floor of the garage went virtually unused for the first year, to the City receiving complaints for vehicles staying on the charger for most of the day almost overnight. EV owners were racing to be the first one in the garage to secure the spot. The FPUA made it possible to reduce the competition for the loan charger by purchasing the four new units. The original charger is scheduled to be relocated to the Manatee Center.



Every Wednesday | Green Market | Marina Square | 12pm - 6:30pm

Every Saturday | Jazz Market | Marina Square | 8am – 1pm

Every Saturday | Downtown Farmers Market | Marina Square | 8am – 12pm

12 / 20 | Tree of Life | Indian River Drive Gazebo | Treasure Coast Hospice | All Month of December

12/4 | Friday Fest | Marina Square 5pm – 9pm

12/5 | Saturday | Ave D & N. 8th | Lincoln Park Main Street | Flaming Knight Motorcycle Toy Drive 12pm – 8pm

12/12 | Saturday | Ave D & N. 8th & N. 9th Streets | Lincoln Park Main Street | Christmas on Moore’s Creek 10am – 1pm

RIVER WALK CENTER SALES REPORT SEPTEMBER 2020

CLASSES		\$359.03
PARK PERMITS		\$950.00
SPECIAL EVENTS		\$225.00
FACILITY		\$6598.10
TOTAL		\$8,132.13



DANIEL VISCONTI, IHGC MANAGER

Following a busy summer where we averaged almost 115 players per day between May1st and September 30th, we are excited for peak season as we are already having a great start to our fiscal year. With revenues up almost \$15,000 through the first three weeks of October versus last year, we hope that Mother Nature helps to provide a productive and prosperous 2020-2021!!

We will be soon advertising our annual “Turkey Shootout” held on Thanksgiving morning which is always extremely well attended and a LOT of fun! Please keep your eyes out for the registration for on our Facebook page, Instagram and at the club.

From a community standpoint, we are proud to have just hosted the High School Girls District Tournament a few weeks ago. With 30 players in attendance and teams coming from as far away as Fort Lauderdale and Dade, the golf course was in excellent condition in spite of all the recent rains of October.

We thank all of our members and guests for their support and we ask that you please “Like” and “Follow Us” on Facebook or Instagram to see almost daily updates on the golf course and our ongoing summer maintenance projects.

**INDIAN HILLS
SALES REPORT**

	8/2020	9/2020
GOLF ROUNDS	2444	3201
GOLF FEES	\$36,293.26	\$61,424.46
RANGE TOKENS	\$1,094.74	\$1,529.39
MEMBERSHIP PASS	\$1,223.69	\$2,243.69
FOOD & BEVERAGES	\$5,493.37	\$6,999.60
MERCHANDISE	\$3,815.36	\$4,853.85
TOTAL	\$47,920.42	\$77,050.99



CITY MARINA FINANCIAL REPORT

	JULY	AUGUST	SEPTEMBER
Dockage Reservations	88	62	62
Monthly Dockage	\$126,371.48	\$127,941.97	\$132,770.55
Transient Dockage	\$33,080.41	\$29,181.04	\$21,139.18
Electricity	\$2,801.06	\$3,167.88	\$2,071.16
Retail	\$14,305.33	\$10,858.08	\$9,559.39
Gas Sales	\$42,988.03	\$31,949.07	\$26,423.88
Diesel Sales	\$36,314.09	\$23,153.45	\$18,095.04
TOTALS	\$255,860.40	\$226,251.49	\$210,059.20



Project Care COVID-19 Relief Fund

On October 22nd, the FPUA Board delayed disconnects until further review at their November 17th meeting. Late fees and penalty charges will be waived through December 31, 2020.

Funds are still available in the FPUA COVID-19 Relief Fund for residential customers. Please contact any of the following organizations if you have questions about financial assistance:

FPUA CUSTOMER SERVICE - 772-466-1600 ext. 3900
MUSTARD SEED - 772-465-6021
ALPI - 844-356-8138

Good Faith Payment program provides residential customers the option to make a payment equal to 25% of their bill (up to a maximum of \$100) and receive a modified payment plan. Commercial customers that make a payment equal to 25% of their bill will also receive a modified payment plan. Please contact Customer Service at 772-466-1600 ext. 3900 to discuss available opportunities

WELCOMING NEW BUSINESSES!

MAGUIRE, DIANE
MANCHEZ INC
MASSAGE BY MIKI LLC
ONANA'S DINER LLC
PERFORMANCE GRADING INC
PLANET FITNESS
PSYCHIC BOUTIQUE
SHEARWATER BOAT YARD
SIERRAS CONCRETE CURBING
STERLING AUCTION AND
REALTY

TACO DRIVE LLC
TEE'S BEAUTY TRAP
THE FLOWER SHOPPE LLC
THE LEONARD INSURANCE AGENCY
THE PINK DOOR SALON
TREASURE COAST CAR DOCTORS LLC
UNICO AIR CONDITIONING COMPANY
UNIQUE CARTEL EXTENSIONS LLC
VALDES, JULIO EDUARDO JR.
WCF NATIONAL INSURANCE COMPANY
WILLY'S AUTO SERVICE & TIRES
WOOD, TIFFANY



Mission Statement

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

WWW.CITYOFFORTPIERCE.COM ■ [FACEBOOK.COM / FTPIERCE](https://FACEBOOK.COM/FTPIERCE)

Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager between October 1, 2020 to October 31, 2020

1. Purchase Orders
 - a. Approval to pay annual investment partnership fee to the Economic Development Council of St. Lucie County, Inc. in an amount not to exceed \$22,500.00 for Fiscal Year 2021.
 - b. Approve Gentile Corp construction company as the lowest bidder to RFP No. 2020-029 for an amount not to exceed \$15,600.00 for the rehabilitation of 2003 Avenue N, funded by the State Housing Initiatives Partnership (SHIP).
 - c. Approval to purchase ClearGov Financial Suite Upgrade for the amount of \$11,000 for year one and \$26,000 annually thereafter.
 - d. Indian Hills Golf Course is requesting the approval of a purchase order in the amount of \$12,000 for Ocean Media (MyLiving Magazine).
 - e. Indian Hills Golf Course is requesting the approval of a Purchase Order for Callaway Golf in the amount of \$20,000.
 - f. Indian Hills Golf Course is requesting approval of a purchase order for Pepsi-Cola in the amount of \$11,000.
 - g. Indian Hills Golf Course is requesting approval of a purchase order in the amount of \$24,000 for Palmdale Oil.
 - h. Indian Hills Golf Course is requesting approval of a purchase order in the amount of \$46,800.00, to Yamaha Motor Corporation, for the annual lease payment for the golf carts.
 - i. Approval of Holiday Decorations by Clark Sales Display, Tavares FL, in an amount not to exceed \$16,840.00 as per Bid Number 2018-056.
 - j. Request approval of payment of invoice 3270 in the amount of \$15,329.00 to Glass Doctor, Port St. Lucie, FL, for the installation of sneeze guards throughout City Hall.
 - k. Approval of payment in the amount of \$15,000 to Main Street Fort Pierce, Inc. for the sponsorship of the 32nd Annual Sights and Sounds on Second Christmas Event and Parade.
 - l. Approval of payment to St. Lucie County Board of County Commissioners Administration for cooperation on state lobbying in an amount not to exceed \$25,000 pursuant to an Interlocal Agreement for Fiscal Year 2021.

- m. Approval of Proposal for Leadership and Strategic Planning for 2021 from Lyle Sumek Associates, Inc. for consultation services for the update of the City of Fort Pierce Strategic Plan for an amount not to exceed \$33,000.00 for professional fees plus reimbursement of expenses and products.