

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, November 9, 2015 - 8:30 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
 - A. Discussion on the future disposition of 500 Orange Avenue - Deputy City Manager
 - B. Alarm Ordinance Revisions - Chief Hobley-Burney/Lt. Bender
5. **Adjournment**

City Commission Conference Agenda

Agenda Item # 4. A.

Meeting Date: 11/09/2015

Re: Future Disposition of 500 Orange Avenue

Submitted For: Nick Mimms, Deputy City Manager, City Manager

SUBJECT:

Discussion on the future disposition of 500 Orange Avenue - Deputy City Manager

Attachments

City Charter Sale or Lease of City Owned Property

Coldwell Banker Offer

Tourist & Arts Enhancement Project Offer

Steve Tarr Offer

Evergreen Investments Letter of Intent

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 11/04/2015

Reviewed By

Robert Bradshaw

Date

11/04/2015 10:30 AM

Started On: 11/03/2015 11:54 AM

Sec. 13. - Sale or lease of certain city owned property; notice; deposit or bond.

- (a) The city commissioners of the city are hereby expressly authorized to lease or sell and convey any property, real or personal, belonging to the city and not required for public purposes, provided, however, that no lease beyond a term of one year or sale of any real property shall be made unless notice thereof shall be published once a week for two (2) consecutive weeks in some newspaper of general circulation published in the said city, calling for bids for the lease or purchase of the real estate so advertised to be leased or sold and in each case the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted unless the commissioners shall reject any and all bids. The city commissioners may require a deposit to be made or a surety bond to be given in such form or in such amount as the commission shall determine with each bid submitted.
- (b) In exercising the powers conferred in section 13(a) of this charter the city commissioners may lease or sell any such property, real or personal, for such price and upon such terms and conditions as the said commissioners shall deem proper provided, however, that in giving notice for the lease or sale of the real estate the terms and conditions shall be stated in such notice. In making any lease or sale or [of] property under this act, the commission is hereby authorized and empowered to lease or convey title to such property to the lessee or purchaser thereof and to execute a proper lease or conveyance thereof.
- (c) Whenever, in the opinion of the commission of the city, the city holds and possesses any real or personal property not needed for city purposes and such property may be to the best interest of the city, exchanged for other real or personal property which the city may desire to acquire for city purposes, the said commission of the city is authorized and empowered to make such an exchange; provided, however, before any exchange of property shall be effected a notice setting forth the terms and conditions of any such exchange of property shall be first published once a week for two (2) consecutive weeks in a newspaper of general circulation published in the city before the adoption by the commission of a resolution authorizing the exchange of such properties.
- (d) If the United States of America, or any department or agency thereof, the State of Florida or any political subdivision or agency thereof, or any municipality of this state should desire any real or personal property that may be owned by the city for public or community interest and welfare, then the United States of America, or any department or agency thereof, state or political subdivision[,] agency or municipality may apply to the commission for a conveyance or lease of such property. The commission, if satisfied that such property is required for such use and is not needed for city purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such commission may fix regardless of the actual value of such property. The fact of such application being made, the purpose for which the property is to be used and the price or rent therefor shall be set out in a resolution duly adopted by such commission. In case of a lease the terms of such lease shall be recited in such resolution. No advertisement shall be required.
- (e) The provisions of section 13, subsections a, b, c, and d, shall not be construed to cover the sale or disposition of those lands conveyed to the city for a specific purpose and containing a reversionary clause whereby said lands shall revert to the grantor or grantors upon failure to use said real property for such purposes.

- (f) The provisions of this section shall not apply to the sale of any public utility plant owned by the city.
 - (g) The provisions of this section shall not apply to the sale or exchange by the city of any obsolete, outmoded, unusable or unserviceable piece of equipment or parts or supplies therefor.
- (Laws of Fla., Ch. 65-1556, § 1)

Amendment note—Subsection (g) was added to § 13 by Ch. 65-1556, § 1.

RECEIVED

TIME _____

CAROLINE SESSIONS
REALTOR



PARADISE

NOV 02 2015

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Coldwell Banker Paradise
411 N US HWY 1
Ft Pierce, FL 34950

Direct Line: (772) 237-9897
Caroline.Sessions@coldwellbanker.com

October 30, 2015:

RE: 500 Orange Avenue
UPDATED EXTENDED OFFER
DEPOSIT AVAILABLE IMMEDIATELY

Mr. Robert Bradshaw, City Manager,

Mr. Bradshaw, as per our meeting on October 1, 2015, please see the attached signed contract from my buyer, Mr. Hons Kraaz, c/o KRAAZ & KRAAZ FINANCE, LLC. As per our discussion, you will notice, per your explanation of the City's Charter, there is an offer for the above mentioned property for \$110,000, which is the appraised value, as of April 2015. As per your explanation of the requirements of the charter, this amount meets the criteria of "the city having to have at a minimum, appraised value and not exceeding 10% over the appraised value".

Also, I am hoping this contract will follow the chain discussed by Mr. Mims in our meeting on October 1st 2015, which is being presented to the Community Redevelopment Agency Advisory Committee and hopefully recommended to be presented before the City Commission.

Finally, as you are aware, my client has played a major role in enhancing our downtown community and is willing and able to utilize this property for its Highest and Best Use in our Business District, while following all the required zoning and Historic Requirements.

I look forward to hearing from the city regarding the status of this contract in the very near future. Also, if there are any changes to the method in which this contract should follow, please advise immediately, and we will follow such requirements.

Best Regards,

Caroline Sessions, Realtor
Coldwell Banker Paradise
FLColdwellBanker.com/carolinesessions
772.237.9897



PARADISE

Commercial Contract

1* 1. PARTIES AND PROPERTY: KRAAZ & KRAAZ FINANCE, LLC ("Buyer")

2* agrees to buy and THE CITY OF FORT PIERCE ("Seller")

3* agrees to sell the property as: Street Address: 500 Orange Avenue Ft pierce, FL

4* _____

5* Legal Description: AMENDED PLAT OF BLK 2OF RE-S/D OF RECEIVER'S S/D LOT 4 (MAP 24/10D)(OR)

6* 1613-2457

7* and the following Personal Property: TBD

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 110,000.00

11* (a) Deposit held in escrow by TBD \$ 10,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: _____ Phone: _____

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

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 100,000.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before November 18, 2015, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on December 22, 2015 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer () (W.V.) and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in ST LUCIE COUNTY County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within NA days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment
43* or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45* CASH TRANSACTION

46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
65* deed other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____;
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as _____

72 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
74* within 30 days after Effective Date or at least 7 days before Closing Date deliver to **Buyer** (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer** (_____) H.V. and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 15 days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have
94 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) **Survey:** (check applicable provisions below)

97* (i.) **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
102 date this Contract is terminated.

103* **Buyer** will, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105* encroachments on the Property or that the improvements encroach on the lands of another, **Buyer** will
106* accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

109 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer**
114 waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

115* (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's**
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary
121 to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and
127 development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of
128 **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written
136 consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the
139 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's**
140 deposit will be immediately returned to **Buyer** and the Contract terminated.

141 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

142* **Buyer** () (W.V.) and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149 without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer () (W/S) and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* **Buyer** () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear
254 the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**.
255 Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller**
256 will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any
257 insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such
258 proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the
259 **Buyer**.

260 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
262 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
264 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with
265 and assist **Buyer** in collecting any such award.

266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267* not assignable is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment
268 agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or
269 plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* **(a) Seller's Broker:** COLDWELL BANKER PARADISE Caroline Sessions
281 (Company Name) (Licensee)
282* 411 N US HWY 1 FT PIERCE, FL34950
283 (Address, Telephone, Fax, E-mail)

284* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285* by **Seller** **Buyer** both parties pursuant to a listing agreement other (specify) _____
286* 6% Commission to be paid to Coldwell Banker Paradise

287* **Buyer** () (W.V.) and **Seller** () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: Coldwell Banker Paradise Caroline Sessions
289 (Company Name) (Licensee)

290* 411 N US HWY 1
291 (Address, Telephone, Fax, E-mail)

292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)

294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

- 305* Arbitration Seller Warranty Existing Mortgage
- 306* Section 1031 Exchange Coastal Construction Control Line Buyer's Attorney Approval
- 307* Property Inspection and Repair Flood Area Hazard Zone Seller's Attorney Approval
- 308* Seller Representations Seller Financing Other _____

309 22. ADDITIONAL TERMS:

310* The property will be used in continuity with the surrounding area buildings and/or businesses according to Sec. 22-31
311* - General Commercial Zone- (C3), best and highest use and according to the markets need.

312*
313* Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction Brokerage relationship as set
314* forth in 475.01(1)(L) and 475.278(2)(b), Florida Statutes. In addition to the commission to be paid by Seller, Buyer(s)
315* agrees to pay Coldwell Banker a commission of \$295 at closing. Buyer(s) will have no obligation to pay this fee if
316* closing does not occur.

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (W.K.) () and Seller () () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____
339 HANS KRAAZ

Date: 10/30/15

340* _____
341 (Typed or Printed Name of **Buyer**)

Tax ID No: _____

342* Title: _____
PRESIDENT/OWNER

Telephone: _____

343* _____
344

Date: _____

345* _____
346 (Typed or Printed Name of **Buyer**)

Tax ID No: _____

347* Title: _____

Telephone: _____

348* **Buyer's** Address for purpose of notice: _____

349* Facsimile: _____

Email: _____

350* _____
351 THE CITY OF FT. PIERCE

Date: _____

352* _____
353 (Typed or Printed Name of **Seller**)

Tax ID No: _____

354* Title: _____

Telephone: _____

355* _____
356

Date: _____

357* _____
358 (Typed or Printed Name of **Seller**)

Tax ID No: _____

359* Title: _____

Telephone: _____

360* **Seller's** Address for purpose of notice: _____

361* Facsimile: _____

Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* **Buyer** (H.K.) () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

OFFER TO PURCHASE 500 ORANGE AVENUE

For 500 Orange Avenue, Fort Pierce, FL 34950 (Property Address)

Buyer: Tourist & Arts Enhancement Project LLC

Buyer Address: 117 Orange Avenue, Fort Pierce, FL 34950

Buyer Phone: (772) 801-5729

Purchase Price: \$110,000

Proposed Use of Property: Develop a Cafe and Art establishment for a tourist destination. This destination would include the following:

- 1) Art Orientation.
- 2) A Social Eatery amongst the art and artist with outreach programs to include local college chefs and culinary students, local Art students and established artist in our community.
- 3) This would also involve business students in the local colleges involving them in a real life business model experience. This will not be set up as a not for profit as our goal is to design and educate for profit venue and provide students the life experience to assist in the full set up operation and implementation of a real for profit business. We will also use this location as a hub to assist, guide and build new businesses - specifically driven to the downtown area including the West side of US 1.

Proposed Property Improvements:

The exterior of the building will remain as-is to preserve the historical post office façade. Renovation of the interior will also consist of preserving as much of the old post office build-out as possible.

Planned Improvements include but are not limited to:

Sprinklers
Gas
HVAC
Electric
Restoration and Décor
Exterior Painting
Landscaping
Windows
Fire Alarm
ADA Modification
Equipment
Installation of Grease Trap
(as required)

Timetable for Making Improvements:

Project will be started within 180 Days and completion based on the cooperation of the building department, cooperation of FPUA and the normal logistics and timetable required for a project of this size requiring change of use, etc.

Proposed Job Creation:

Our organization has hired local contractors and subcontractors to date. We will continue providing more work and contracts to at the local contractors and subcontractor suppliers. In addition we will hire administration, management, art curators, accounting clerical, cleaning, cooks. Restaurant vendor. Marketing. Wait staff. Grounds keeping, general Maintenance.

Attached are 10 Letters of reference from local business already positively impacted by our organization from job creation in our local area.

Glass Professionals

Vero Glass

Innovations Contractors

Lozano's Painting

Wayne Barnett Tile

Jayne Showcase Design

Snyder's Heating & Cooling

A Working Man's Electric

Fort Pierce Engineering

Greenlawn Services

Business Plan:

Executive Summary:

Tourist and Arts Enhancement LLC is being created to re-energize downtown and the west corridor, bringing unity through Education, Art, Food, and Culture.

Mission and Vision for Tourist and Arts Enhancement LLC

To bring education and unity through Art, Food and Culture.

Plan Description:

- 1) Acquisition
- 2) Development of site
- 3) Creation of collaboration with colleges and the Arts community.
- 4) Create infrastructure for the business to involve student participation within the Arts, Food, and Business Aspects of the project. Partnership and internship project if possible.
- 5) Involve Cultural events uniting the community.
- 6) Create a welcoming destination for everyday life as an Eatery and Arts venue.
- 7) Incorporate music.

Plan Objectives:

To ignite businesses to return to the downtown area and make downtown Fort Pierce a destination in the Treasure Coast area.

The Principals and Management:

Gus Gutierrez has and currently holds his primary residence in Fort Pierce for over 14 years now. I, Gus Gutierrez, chose Ft Pierce as my primary residence by choice with my love for all the natural

geographical beauty Ft Pierce has to offer. Being a native Floridian, I appreciate the old Florida and beauty of a small town and all the Floridian History. I hope my home; my office and my investments speak through my actions for my love and commitment for the community. This is why my primary residence is Ft Pierce.

Under my current management , I Gus Gutierrez am building and developing the Galleria of Pierce Harbor and Downtown Fort Pierce, on the corner of S. 2nd St and Orange Ave (consisting of 3 restaurants and 12 retail stores). I successfully recruited and brought Madison Estates to US Highway 1 and Avenue A (located in the old Butterfield Pharmacy Building). Rosie Wright will be opening a fine furniture showroom. I Also am currently building and developing the Pierce Harbor Executive building, bringing the first Class A office building back to downtown Fort Pierce, at 300 S. 6th St. I Gus Gutierrez am also currently working with the Fort Pierce Arts Community and assisting the Arts Community, including Arte Mundo by donating space and building set for displays for their art work. We have also made substantial improvements to the Facades of the following properties, which have been abandoned and in disrepair for years: 601, 607-609 Orange Ave, 401 S. 7th St, 616 Atlantic Ave, 200 N. US Highway 1, 300 S. 6th St, 519 S. Indian River Drive, and 100 S. 2nd St. These have all had drastic improvements and investments in the short period since they have been under my management.

The Market and Marketing Strategies:

- 1) Social Media
- 2) Print Media
- 3) Public PR Agency
- 4) Community outreach
- 5) Arts District Marketing
- 6) College Integration
- 7) Music Integration
- 8) Creation of the Pierce Harbor and Arts District
- 9) Financial Institution Integration and Branding of Banks

Risk Factors:

- 1) Crime: We will need the support of the local police department to ensure a sense of safety and continue progress in reducing crime in the area.
- 2) Global Economy
- 3) Local Economy

Financial Plan:

The project will be privately funded. A letter of Reference is attached from the Financial Institution Bank United as additional support.



10-20-15

Signature of Buyer (Gustavo Gutierrez for Tourist and Arts Enhancement LLC)

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

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

YES

NO

Is Request for Proposal cover page (page 1) completed, signed and attached?

All prices have been reviewed for mathematical accuracy, all price initialed, and all price extensions and totals thoroughly checked.

_____ corrections

Include proof of proper licensing as stated in proposal documents.

Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.

Proposal envelope is marked accordingly.

Are three (3) complete proposal packages included (one original and two copies)?

Is each Addendum (when issued) signed and included?

PLEASE SIGN AND RETURN WITH PROPOSAL

Proposals Checklist

Signature

Date

Date of this notice: 10-20-2015

Employer Identification Number:
47-5360226

Form: SS-4

Number of this notice: CP 575 G

TOURIST AND ARTS ENHANCEMENT LLC
GUSTAVO GUTIERREZ SOLE MBR
117 ORANGE AVE
FORT PIERCE, FL 34950

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-5360226. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is TOUR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

OFFER TO PURCHASE/BID FORM

Tourist & Arts Enhancement Project LLC DBA Post Café & Arts herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Fort Pierce, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

In order to constitute an acceptable offer to purchase (bid), all information requested below must be provided. The form must be submitted in triplicate in a sealed envelope bearing on the outside the name of the bidder, its address, and **RFP No. 2015-039, Sale or Lease of Fort Pierce Redevelopment Agency Surplus Property.**

Name of Bidder: Tourist & Arts Enhancement Project LLC

Address of Bidder: 117 Orange Ave

City, State, Zip: Fort Pierce Florida 34950

Telephone Number: (772) 801-5729

Fax Number: N/A **Email Address:** greg.pope@klockle.com

PROPERTIES

ADDRESS	OFFERED BID AMOUNT	5% BID SECURITY AMOUNT
422 Douglas Ct	\$	\$
424 Douglas Court	\$	\$
426 Douglas Court	\$	\$
414 Avenue D	\$	\$
1212 Avenue D	\$	\$
1213 Avenue D	\$	\$
1217 Avenue D	\$	\$
1401 North 2nd Street	\$	\$
500 Orange Avenue	\$ 100,000	\$5,000



FP CRA Agenda Item <Watchdog: Virus checked>

hovenre

to:

Nicholas Mimms

10/20/2015 09:29 PM

Cc:

rbradshaw

Hide Details

From: <hovenre@gmail.com>

To: Nicholas Mimms <nmimms@city-ftpierce.com>

Cc: rbradshaw@city-ftpierce.com

History: This message has been forwarded.

Hi Nick,

I see that on Wednesday the CRA is discussing an offer to purchase for 500 Orange Ave. First, I did not see where the property was publicly marketed after you declined all the RFP offers. Second, I don't see where there is a business plan attached to the offer since the CRA was adamant during the RFP process about the use of the building. Third, the agent representing the buyer would seem to have a conflict of interest regarding City business. And lastly, if the property is open to offers without restrictions, please accept my cash offer of \$111,000 with a quick cash closing.

Thank you for your time,

Steve Tarr

(561) 622-3386

NOV 05 2015

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Letter of Intent

DATE: 11/02/2015

Seller: City of Fort Pierce

Attention: Nick Mimms

Purchaser: Evergreen Investments, LLC.

RE: 500 Orange Ave. Fort Pierce Fl. 34950

This **non-binding letter** represents Purchaser's intent to purchase the above captioned property (the "Property") including the land and improvements on the following terms and conditions:

- Intent of Use:** Youth Activity Center
- Price:** \$ 120,000
- Financing:** Cash offer.
- Earnest Money:** \$6,000 provided with letter of intent by cashier check made out to the City of Fort Pierce.
- Due Diligence:** Purchaser shall have 15 business calendar days due diligence period from the time of the execution of a formal Purchase and Sale Agreement and receipt of relevant documents. Due diligence acceptable to Purchaser in his sole and absolute discretion, which including without limitation: appraisal, environmental matters, leases, physical inspection, title, and zoning.
- Closing:** Closing shall occur 30 days after completion of due diligence period.
- Additional Terms:** Seller should provide buyer any and all documents at hand pertaining to the above property. Including but not limited to, environmental studies, floor plans, etc., upon contract approval.
- Real Property Taxes:** Real property taxes shall be prorated at closing according to the local customary proration method.
- Purchase Contract:** Seller shall have (15) business days from mutual execution of this Letter of Intent agreement to submit a purchase and sale agreement to the buyer.

This letter of intent is **not intended** to create a binding agreement on the Seller to sell or the Buyer to buy. The purpose of this letter is to set forth the primary terms and conditions upon which to execute a formal Purchase and Sale Agreement. All other terms and conditions shall be negotiated in the formal Purchase and Sale Agreement. This letter of Intent is open for acceptance through **January 6, 2016**.

Agreed and Accepted:

By: 
Buyer

Date: 11/2/2015

By: _____
Seller

Date: _____

By: _____
Agent

Date: _____

By: _____
Agent

Date: _____

City Commission Conference Agenda

Agenda Item # 4. B.

Meeting Date: 11/09/2015

Re: Alarm Ordinance Revisions

Submitted For: Diane Hobleby-Burney, Chief of Police, Police Department

SUBJECT:

Alarm Ordinance Revisions - Chief Hobleby-Burney/Lt. Bender

Attachments

Request Memorandum

Alarm Response Study

Alarm Ordinance Draft

Form Review

Inbox

City Manager

Form Started By: Christopher Bender

Final Approval Date: 11/04/2015

Reviewed By

Robert Bradshaw

Date

11/04/2015 11:10 AM

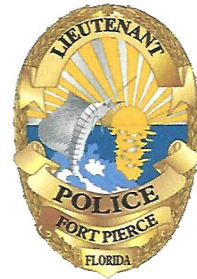
Started On: 10/15/2015 03:57 PM


Fort Pierce Police Department


"In Honor We Serve"


Diane Hobley-Burney, Chief of Police

Interoffice Memorandum



To: Chief Diane Hobley-Burney 

Thru: Deputy Chief Frank Amandro 

From: Lt. Chris Bender 

Date: October 5, 2015

Subject: Alarm Ordinance Revision and Request for Conference Agenda Item

As you are aware, at the July conference agenda, we presented to the City Commission, a new proposal for our current alarm ordinance. The Commission requested several changes to the ordinance prior to its implementation. I have worked with Karen Emerson (Assistant City Attorney) and developed a new revised ordinance (attached) that incorporates the Commission's requested changes.

A brief synopsis of these changes are as follows:

1. Section 14-24 (j)

Owners, managers, or lessees, or agents of any alarm system within the city that has received notice of having had 3 or more false alarms in a one year period shall obtain from a licensed alarm company an inspection report, in a form acceptable to the Alarm Administrator, that identifies the reason for the false alarms and that the issue has been fixed/resolved. This inspection report shall be provided to the third party alarm administrator as well as the city's designated Alarm Administrator within 30 days of receiving notice of the third false alarm. Failure to comply with this provision shall result in a fine of \$50 in addition to the false alarm response fine due.

2. Section 14-24 (k)

Owners, managers or lessees, or agents of any alarm system may take an "Alarm User Awareness Class" (as offered by the county's third party alarm administrator) in lieu of paying the \$50 fee for a second false alarm violation. This class may only be taken once, can only be applied to the second false alarm fee (\$50), and must be successfully completed by the owners, managers or lessees, or agents of any alarm system. Proof of successful completion of the class as offered by the third party administrator must be provided by the owners, managers or lessees, or agents of any alarm system to (sic) the city's designated Alarm Administrator within 60 days of the false alarm.

3. Section 14-25 (b)(i)

The service charges were amended to the following:

Alarm within 12 months	Fire/Rescue	Law Enforcement (Commercial)	Law Enforcement (Residential)
First	\$0	\$0	\$0
Second	\$200	\$100	\$50
Third	\$300	\$200	\$100
Fourth	\$500	\$400	\$150
Fifth and Subsequent	\$500	\$500	\$200

4. Section 14-25 (c)

An alarm user may appeal assessment of the fine(s) to the city's designated Alarm Administrator by filing a written request for review setting forth the reasons for the appeal within fourteen (14) calendar days of the date of the notice of the assessed fine(s). The failure to file a request for an appeal within this time period shall constitute a waiver of the right to contest the assessment of the fine(s). The city's Special Magistrate shall serve as the Hearing Officer for all appeal hearings under this section. The filing of a request for an appeal shall stay the assessment of the fine(s) until the Hearing Officer renders a final decision. Upon receipt of a timely written request for an appeal, a hearing will be scheduled before the Special Magistrate. Notice of the hearing will be sent to the alarm user after receipt of the request for appeal. The Special Magistrate shall conduct a hearing and consider the evidence presented pursuant to Chapter 162, Florida Statutes. At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based upon the evidence presented, and conclusions of law, and shall issue a written order. The Special Magistrate's decision is subject to review in the circuit court by proceedings in the nature of certiorari.

Mrs. Emerson states that we must request another Conference Agenda meeting with the Commission to receive their approval of these changes. If you approve I will submit this request to the Commission. If these changes are accepted by the Commission then we must begin to work through evaluating the current contract the County has with the third party administrator (CryWolf). If you have any questions or concerns please let me know.



Fort Pierce Police Department Crime Analysis Unit

5 Year Alarm Response Review

Prepared for Lt Chris Bender

The following is a review of alarm response calls for service for 2010 through June 30, 2015.

During the review period, there were a total of 11,543 law enforcement responses to alarm calls for service. This number also includes law enforcement responses to fire alarms. The table on the right indicates the frequency of alarm calls by year. Please note that the total for 2015 covers January 1 through June 30.

FREQUENCY OF ALARM CALLS	
YEAR	FREQ
2010	2113
2011	2069
2012	2087
2013	2100
2014	2057
2015 (Jan - Jun)	1117
Total	11543

A review of the alarm calls show that our repeat calls are primarily to businesses and local schools. The following tables indicate the top ten repeat locations by year.

2010 Top Ten Addresses		
Location	Business Name	Frequency
4300 Okeechobee Rd	Charter Schools of Fort Pierce	24
2250 S Jenkins Rd	Samuel Gaines Academy K-8	24
1100 Delaware Ave	Fort Pierce Magnet School of the Arts	22
2539 S US Highway 1	Nova Cinemas	18
800 Virginia Ave	Business Plaza (Various Businesses)	16
4180 Okeechobee Rd	Oxford Collection Agency	15
921 Orange Ave	St Mark's Missionary Baptist Church	14
809 N 9th Street	Agape Senior Center	14
2608 S US Highway 1	Deeco's Auto Dealership	14
502 N 22nd St	Smitty's Garage	13

2011 Top Ten Addresses		
Location	Business Name	Frequency
1100 Delaware Ave	Fort Pierce Magnet School of the Arts	21
4888 Okeechobee Rd	Tractor Supply	20
2750 S US Highway 1	Sands of St Lucie	18
1505 Orange Ave	Council on Aging	17
501 Orange Ave	Wells Fargo	16
2111 S US Highway 1	Kmart	16
1201 Mississippi Ave	Dan McCarty Middle School	16
1601 S US Highway 1	Popeye's Chicken	14
2710 S US Highway 1	Nature's Way Exercise Club	13
1900 Nebraska Ave	Lawnwood Physicians Center	13

2012 Top Ten Addresses		
Location	Business Name	Frequency
1600 S US Highway 1	TD Bank	24
2710 S US Highway 1	Nature's Way	15
406 S 33rd St	Children's Institute of Higher Learning	14
601 Virginia Ave	Chase Bank	14
4300 Okeechobee Rd	Charter School of Fort Pierce	14
5110 Okeechobee Rd	Murphy's Gas Station	13
4696 Okeechobee Rd	Hess Mart	13
2915 S US Highway 1	Avis	13
2421 S US Highway 1	Bank of America	13
1050 Virginia Av	Bank Atlantic/BB&T Bank	13

2013 Top Ten Addresses		
Location	Business Name	Frequency
5110 Okeechobee Rd	Murphy USA Gas	43
1110 N 32nd Street	Garden Terrace / ALPI Children & Family Service	31
3350 S US Highway 1	Bev Smith Toyota	27
603 N Indian River Drive	PNC Bank	24
4100 Selvitz Rd	Waste Pro	24
1108 N 22nd St	<i>Residential Home</i>	24
6900 Okeechobee Rd	Chevron/Citgo Gas Station	22
1150 Bell Ave	Bell Ave Warehouse	20
501 Orange Ave	Wells Fargo Bank	18
601 N 25th St	Three O's	16

2014 Top Ten Addresses		
Location	Business Name	Frequency
1110 N 32nd St	Garden Terrace / ALPI Children & Family Service	26
1201 Mississippi Ave	Dan McCarty Middle School	24
4100 Selvitz Rd	Waste Pro	19
1806 Avenue I	Lincoln Park Academy	18
2625 S US Highway 1	Golden Bear Pancake House	17
2810 S US Highway 1	Folkies Restaurant/TD Bank/Virginia College	17
2421 S US Highway 1	Bank of America	17
2111 S US Highway 1	Kmart	15
601 Avenue B	Fort Pierce High Rise	14
1700 S 23rd St	Lawnwood Hospital	13

2015 (Jan - Jun) Top Ten Addresses		
Location	Business Name	Frequency
2021 Avenue D	Plant a Seed Thrift Store	19
2024 S US Highway 1	Amvet	17
222 Orange Ave	Lorenzo's Pizza	14
1110 N 32nd St	Garden Terrace / ALPI Children & Family Service	12
1301 Orange Ave	Orange Corner	12
1200 Delaware Ave	Fort Pierce Magnet School of the Arts	10
4891 S US Highway 1	Burger King	8
705 S 23rd St	<i>Residential Home</i>	7
408 Brown Ct	Health Department	7
2750 S Kings Hwy	GCR Tires	7

The following table is a breakdown of alarms by alarm type for 2013 – 2015. It also includes the average time spent on alarm calls for each alarm type. It should be noted that prior to the transition to OSSI CAD, both fire and residential premise alarms were coded as “alarm”.

Call Nature	2013	Avg Time On Call	2014	Avg Time On Call	2015 (Jun-Jul)	Avg Time On Call	Total	Avg Time On Call
Commercial Fire Alarm	17	0:32:31	28	0:27:07	12	0:28:34	57	0:29:02
Residential Fire Alarm	1	0:20:25	3	0:19:52	5	0:17:30	9	0:19:33
Commercial Police Alarm	1213	0:21:55	1117	0:19:13	599	0:19:07	2991	0:20:08
Residential Police Alarm	869	0:11:40	847	0:08:08	501	0:12:22	2217	0:10:53
Total	2100	0:21:09	2057	0:19:41	1117	0:18:19	5274	0:19:54

The 80/20 rule is a theory that states a small percentage of something or some group (addresses) is responsible for a large percentage of some result (alarm calls). The percentages will vary depending on the type of activity that is being represented. The 80/20 Analysis Chart below depicts the percentage of repeat locations versus the number of alarms.

In the 80/20 Analysis Chart for Alarms during the time period mention above (2010 – June 2015), the ten (10) addresses listed account for 5.4% of all alarm calls. These ten addresses make up .41% of all addresses (2,454 address) officers have responded to for alarm calls during the specified time period. Likewise 9% of the alarm responses can be attributed to only 20 address or 0.81% of all addresses responded to for alarms. Please note, the total addresses are only those that officers responded to for alarm calls and does not reflect the total number of addresses within the city.

**80/20 Analysis of Alarms Response Calls for Service:
January 1, 2010 - June 30, 2015**

ADDRESS	Business Name	Freq	Alarm %	Cum % of Alarms	Address % (N=2454)	Cum % of Addresses
1110 N 32ND ST	<i>Garden Terrace / ALPI Childrend & Family Service</i>	75	0.6%	0.6%	0.04%	0.04%
2421 S US HIGHWAY 1	<i>Bank of America</i>	67	0.6%	1.2%	0.04%	0.08%
1100 DELAWARE AV	<i>Fort Pierce Magnet School of the Arts</i>	66	0.6%	1.8%	0.04%	0.12%
5110 OKEECHOBEE RD	<i>Murphy's Gas Station</i>	65	0.6%	2.4%	0.04%	0.16%
501 ORANGE AV	<i>Wells Fargo Bank</i>	61	0.5%	2.9%	0.04%	0.20%
1201 MISSISSIPPI AV	<i>Dan McCarty Middle School</i>	59	0.5%	3.4%	0.04%	0.24%
1600 S US HIGHWAY 1	<i>TD Bank</i>	58	0.5%	3.9%	0.04%	0.29%
4300 OKEECHOBEE RD	<i>Charter School of Fort Pierce</i>	56	0.5%	4.4%	0.04%	0.33%
3350 S US HIGHWAY 1	<i>Bev Smith Toyota</i>	56	0.5%	4.9%	0.04%	0.37%
2111 S US HIGHWAY 1	<i>Kmart</i>	56	0.5%	5.4%	0.04%	0.41%
Addresses with 40 - 49 (10)		441	3.8%	9.2%	0.41%	0.81%
Addresses with 30 - 39 (19)		652	5.6%	14.8%	0.77%	1.59%
Addresses with 20 - 29 (61)		1461	12.7%	27.5%	2.49%	4.07%
Addresses with 10 - 19 (210)		2815	24.4%	51.9%	8.56%	12.63%
Addresses with 1 - 9 (2144)		5555	48.1%	100%	87.37%	100.00%
Total Alarms		11543	100%		100.00%	

If you have any questions, please do not hesitate to contact me at 772-467-6840 or alee@fppd.org.

ORDINANCE NO. 2015-___

AN ORDINANCE OF THE CITY COMMISSION AMENDING CHAPTER 14, ARTICLE II, ALARM SYSTEMS, OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING **SECTION 14-18 DEFINITIONS** TO ADD CERTAIN DEFINITIONS; AMENDING **SECTION 14-19 AUTOMATIC DIALING DEVICE; INTERCONNECTING TO TRUNKLINES** TO PROVIDE FOR ISSUANCE OF CEASE AND DESIST ORDERS NOTICES; AMENDING **SECTION 14-23 ALARM PERMIT-REQUIRED** TO PROVIDE FOR THIRD PARTY ADMINISTRATOR TO ADMINISTER THE PERMIT PROCESS AND AMENDING THE PERMIT TERM TO ONE YEAR AND IDENTIFYING ALARM SYSTEM INFORMATION AS EXEMPT UNDER FLORIDA LAW; AMENDING **SECTION 14 -24 EXCESSIVE FALSE ALARM SIGNALS** TO REQUIRE EXISTING SYSTEMS TO COME INTO COMPLIANCE, TO ESTABLISH INSTALLATION REQUIREMENTS AND DUTIES OF ALARM OWNERS AND ALARM COMPANIES; AMENDING **SECTION 14- 25 FALSE ALARM SERVICE CHARGE** TO PROVIDE FOR REVISED AND SEPARATE SERVICE CHARGE SCHEDULES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES, ESTABLISHING PROCEDURE FOR DETERMINATION OF FALSE ALARM AND NOTICE TO ALARM USER AND/OR RECORD TITLE OWNER, REQUIRING THAT ALL ALARMS BE REPORTED, AMENDING THE APPEAL PROCESS TO INCLUDE HEARING OF APPEALS BY SPECIAL MAGISTRATE; AMENDING **SECTION 14- 26 PENALTIES CHANGING CITY ENFORCEMENT TO THE SPECIAL MAGISTRATE** PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE;

WHEREAS, the City Commission of the City of Fort Pierce, Florida, under its authority to regulate burglar, holdup and fire alarm systems as provided in Section 116.021 Florida Statutes, believes that the passage of this ordinance is in the best interest of the City of Fort Pierce.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

Section 1. Chapter 14 POLICE DEPARTMENT, ARTICLE II, ALARM SYSTEMS, Section 14-18 Definitions is hereby amended, as follows:

Sec. 14-18. - Definitions.

Unless it is apparent from the context that another meaning is intended, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Alarm means a signal (audio or visual, recorded or live) transmitted to a law enforcement agency or the Fire District indicating a predetermined condition. Said alarm is received either:

(1) Via a private alarm service company relayed to a law enforcement agency or Fire District telephone.

(2) Via an audible/visual signal relayed to a law enforcement agency or Fire District by a third party.

Alarm agent. The term "alarm agent" means any person employed by an alarm business whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing and responding to an alarm system.

Alarm business. The term "alarm business" means any business operated by a person for a profit which engages in the activity of altering, installing, maintaining, moving, repairing, replacing, selling, servicing and responding to an alarm system.

Alarm permit means a permit issued by the county or third party alarm administrator allowing the operation of an alarm system within the county.

Alarm system. The term "alarm system" means any assembly of equipment, mechanical or electrical, arranged to:

(1) Signal the occurrence of a forced entry, fire, or other activity requiring urgent attention and to which law enforcement or the Fire District is expected to respond, and/or.

(2) Monitor and/or annunciate the status of alarm or supervisory devices.

~~an assembly of equipment and devices arranged to signal the presence of a hazard requiring urgent attention and to which police or fire are expected to respond. This~~

~~definition does not include alarm systems on motor vehicles or proprietary systems. If, however, an alarm system on a motor vehicle is connected with an alarm system on premises (other than a proprietary system), the system is an alarm system as defined in this section. This definition also does not include alarm systems which are used only to alert or signal persons located within the premises in which the alarm system is located of an attempted unauthorized intrusion or hold-up attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises, such a system shall be subject to the provisions of this article.~~

Alarm user. The term "alarm user" means ~~any~~ the person, firm, partnership, association, corporation, company or organization of any kind in control of any building, structure or facility or portion thereof wherein an alarm system, as defined in this section is maintained within the City of Fort Pierce..

Annunciator. The term "annunciator" means the instrumentation on an alarm console at the receiving terminal of a signal line which, through both visual and audible signals, shows when an alarm device at a particular location has been activated or when line trouble is indicated.

A.N.S.I. The abbreviation "A.N.S.I." stands for the American National Standards Institute.

Answering service. The term "answering service" refers to a telephone answering service providing, among its services, the service of receiving emergency signals from alarm systems on a continuous basis, directed through trained employees, and thereafter immediately relaying the message by live voice to the 911 communications center.

Automatic dialing device. The term "automatic dialing device" refers to an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designated to detect.

Automatic hold-up alarm system. The term "automatic hold-up alarm system" means an alarm system in which the signal transmission is initiated by the action of the intruder.

Burglar alarm means an alarm system designated to indicate a condition of illegal forced entry or illegal attempted forced entry.

~~Burglar alarm system. The term "burglar alarm system" refers to an alarm system signaling an entry or attempted entry into the area protected by the system.~~

Central station. The term "central station" means an office to which remote alarm and supervisory signaling devices are connected where operators supervise the circuits.

Central station equipment. The term "central station equipment" refers to the signal receiving, recording or retransmitting equipment installed in the central station.

Central station system. The term "central station system" means a system in which operation of electrical protection circuits and devices are signaled automatically to, recorded in, maintained and supervised from a central station having trained operators in attendance at all times.

City and county. The word "city" means City of Fort Pierce, Florida, and the word "county" means St. Lucie County, Florida.

Direct connect. The term "direct connect" means an alarm system which has the capability of transmitting system signals to and receiving them at an agency maintained by the local government; for example, a police communication center.

Direct line. The term "direct line" means a telephone line leading directly from a central station to the communication center of 911 and the fire department, which is for use only to report emergency signals on a person-to-person basis. Direct lines are not permitted to any law enforcement center.

False alarm. The term "false alarm" means the activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee of an alarm system or of his employees ~~or agents, which results in dispatch of law enforcement agency or fire district personnel.~~ requiring an emergency response, when in fact an emergency does not exist or the activation of the alarm, whether intentional or unintentional. False alarms do not include:

(1) Alarms caused by hurricanes, tornadoes, earthquakes or other violent conditions;

~~(2) Alarms transmitted because of a water main break or similar causes that occur outside of the protected property;~~

~~(3)~~ 2 Alarms covered by Sections ~~401.44 and~~ 806.101, Florida Statutes;

~~(4) Alarms transmitted from an occupied residential dwelling unit, except where the alarm is activated as a result of the negligence of the owner, lessee or occupant of the occupied residential dwelling unit.~~

~~Fire alarm systems. The term "fire alarm systems" refers to a signal or message from a person or device indicating the existence of a fire or other emergency which requires fire department action and shall mean any device designed for the detection of the~~

~~products of combustion, or a system which depends on a manual initiation to inform others of the presence of fire, or both, which device when activated emits a sound or transmits a signal beyond the premises.~~

Fire alarm means an alarm system designated to indicate the presence of fire or smoke is in progress immediately preceding the alarm.

Fire department. The term "fire department" means the St. Lucie County/Fort Pierce fire district.

Fire marshal. The term "fire marshal" means the certified person designated as fire marshal by the St. Lucie County/Fort Pierce fire district or any authorized agent thereof.

Hold-up alarm system. The term "hold-up alarm system" refers to an alarm system signaling a robbery or attempted robbery.

Interconnect. The term "interconnect" means to connect an alarm system to a voice-grade telephone line, either directly or through a mechanical device that utilizes a standard telephone, for the purpose of using the telephone line to transmit an emergency message upon the activation of the alarm system.

Law enforcement agency. The term "law enforcement agency" means any governmental agency or subunit thereof, providing law enforcement services within St. Lucie County, or any authorized agent thereof.

Law enforcement executive. The term "law enforcement executive" means the sheriff and/or police chiefs in St. Lucie County, or their designated representatives.

Local alarm system. The term "local alarm system" refers to a signaling system which when activated causes an audible and/or visual signaling device to be activated in or on the premises within which the system is installed.

Manual hold-up alarm system. The term "manual hold-up alarm system" refers to an alarm system in which the signal transmission is initiated by the direct action of the person attacked or by an observer of the attack.

Modified central station. The term "modified central station" means an office to which remote alarm and supervisory signaling devices are connected, where operators supervise the circuits. Such a modified central station is not listed by Underwriters' Laboratories.

Occupied residential dwelling unit. The term "occupied residential dwelling unit" means an occupied dwelling that is used as a residence by a single housekeeping unit.

Person. The term "person" means any person, firm, partnership, association, corporation, company or organization of any kind.

Primary trunkline. The term "primary trunkline" means a telephone line, leading directly into the communication center of any law enforcement agency, which is for the purpose of handling emergency calls on a person-to-person basis and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone company and covering the service area within the City of Fort Pierce.

Proprietary system. The term "proprietary system" means an alarm system sounding and/or recording alarm and supervisory signals at a control center located within the protected premises, the control center being under the supervision of the proprietor of the protected premises. If a proprietary system includes a signal line connected directly or by means of automatic dialing device to a police communication center, a central station or answering service, the system is an "alarm system" as defined in this section.

Record title owner means the person or persons in whose name title to real property are recorded on the public records.

Remote signaling system. The term "remote signaling system" means an alarm signaling system which when activated by an alarm device transmits a signal from an alarm signaling device to a central location, other than the law enforcement agency, fire district and/or the 911 center, where appropriate action is taken to investigate and respond to the signal.

Signal line. The term "signal line" refers to the transmission line through which the signal passes from one of the elements of the signal transmission [system] to another.

Special trunkline. The term "special trunkline" means a telephone line leading into the communication center of any law enforcement agency and having the primary purpose of handling emergency signals or messages originating either directly or through a central location from automatic dialing devices.

Subscriber. The term "subscriber" means a person who buys and/or leases, or otherwise obtains, an alarm signaling system and thereafter contracts with or hires an alarm business to monitor and/or service the alarm device.

Telephone company. The term "telephone company" means the utility that furnishes telephone services to the citizens of the City of Fort Pierce, St. Lucie County, Florida.

U.L. The abbreviation "U.L." stands for Underwriters' Laboratories.

Section 2. Section 14-19 Automatic dialing service is hereby amended, as follows:

Sec. 14-19. - Automatic dialing device—Interconnecting to trunklines.

(a) No automatic dialing device shall be interconnected to any primary or special trunkline at any law enforcement agency or fire department in the City of Fort Pierce, St. Lucie County, unless under special investigative purposes as authorized by the chief executive of the law enforcement agency or the fire marshal for said county.

(b) If a law enforcement agency has knowledge of the unlawful maintenance of an automatic telephone dialing alarm system installed, or operated in violation of Sec. 14-19 (a), it shall, in writing, order the owner, operator or lessee to disconnect and cease operation of the system within seventy-two (72) hours of receipt of the order.

(c) Any automatic telephone dialing system installed as set forth in Sec. 14-19 (a), prior to the effective date of Ordinance No. 2015-5 shall be removed within forty-five (45) days of the order as referenced in Sec. 14-19(b).

Section 3. Section 14-23 Alarm permit required; application; terms; fee; issuance is hereby amended, as follows:

Sec. 14-23. - Alarm permit required; application; term; fee; issuance.

(a) **Required.** ~~No person shall install or operate an alarm system serving a premises or a building, or portion thereof, unless an alarm permit in the form of a decal has been issued hereunder and is in force authorizing the use of such alarm. For any alarm system existing prior to the effective date of this article, an alarm permit application shall be made within sixty (60) days of the effective date hereof.~~ It shall be unlawful for any person or company to operate, monitor, or be responsible for an alarm system, without prior registration with the **entity** third party **administrator** designated by the County. This shall apply to both commercial and residential systems. ~~Any after the fact permit issued to persons who initially failed to obtain a permit shall be issued at twice the cost of the permit fee.~~ Each person or company which operates, monitors, or has responsibility for alarm systems, who notifies the county of an alarm activation, shall at the time of notification, disclose the name, address, telephone number, and permit number of the alarm user to the county.

(b) **Application.** ~~Applications for alarm permits shall be made to the St. Lucie County Tax Collector on forms provided by the tax collector. The application shall be signed by the alarm user and shall provide the following information:~~ Any person desiring an alarm system permit shall file an application with the third party alarm administrator on a form provided by the administrator manually or electronically which includes but is not limited to, the following information:

(1) Name, address and telephone number of the applicant, and the alarm user if different;

(2) Address and telephone number of the alarm user's premises or building to be served by the alarm;

(3) The name, address and telephone number of the person or persons in charge of the premises or building served by the alarm. If the applicant is a corporation the names and addresses of its principal officers. If the applicant is a partnership, association, or other business entity, the names and addresses of the partners or persons comprising the same;

(4) The name, address and telephone number of the person or entity installing said alarm;

(5) The name, address and telephone number of the person or entity monitoring said alarm;

(6) The name, address and telephone number of the person or entity providing maintenance and repair service to said alarm.

(7) A description of the alarm system proposed to be installed, including the manufacturer's name and model number, if any;

(8) the names, addresses and telephone numbers of two (2) or more persons who will be available to secure the premises during any hour of the day or night;

(9) Classification of the alarm site as being equipped or non-equipped for duress alarm. Any such additional information deemed necessary in order to fully and properly administer this chapter.

~~(10) An amended application shall be filed within ten (10) days after any change in the information provided in said application. Upon such amendment, a new alarm permit shall be issued without charge or fee.~~ Whenever any change occurs relating to the information required by this section, the applicant or permittee shall give written notice thereof to the County third party alarm administrator within ten days after such change.

(c) **Term.** ~~An alarm permit shall have a term of three (3) years from the date of issuance, said term to begin October first and end September thirtieth. Any alarm permit issued after October first will be valid for the following two (2) years through September thirtieth.~~ Alarm System Permits are issued for a period of one (1) year and will expire 365 days after the date of issuance or renewal, unless otherwise suspended or revoked at an earlier time. Upon expiration of an alarm system permit, a renewal permit must be obtained in the manner specified by the county before an alarm system may continue in use.

(d) **Fee.** ~~A ten dollar (\$10.00)~~ No permit fee shall be charged to the alarm user by the county for each permit issued, including successive renewal permits, ~~to defray the cost of regulation.~~ [[Need to inquire about the lack of administrative fee]

(e) **Nontransferable.** Any alarm permit issued pursuant to this article shall not be transferable or assignable to another person or alarm site and shall cover only one (1) building or premises.

(f) **Issuance.** An alarm permit shall be mailed to the alarm user by the third party administrator ~~tax collector~~, at the address of the alarm user stated on the application, within ten (10) days after receipt of said completed application by the third party administrator ~~tax collector~~. An alarm permit shall be denied if:

- (1) The requested information is not supplied on the application;
- (2) Material information on the application is incorrect;
- (3) Any person or entity listed on the application under subsection (b)(4) through (b)(6) of this section does not possess any required occupational or regulatory license to conduct the activities required by said subsections, unless the person or entity is the alarm user.

(4) All false alarm dispatch charges for excessive false alarms owed by the alarm user have not been paid.

(5) The alarm user had an alarm permit for the alarm site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.

(g) **Public records exemptions.** To the extent allowed by law, all information contained in and gathered through the alarm permit applications, records relating to alarm dispatch requests, and applications for appeal shall be exempt and confidential information held in confidence by all employees or representatives of the County and by any third-party administrator or employees of a third-party administrator with access to such information.

Section 4. Section 14-24. Excessive false alarm signals is hereby amended to read, as follows:

Sec. 14-24. - Excessive false alarm signals.

~~No person shall allow, permit, cause or fail to prevent the emission, for any reason, by any alarm used by him or any alarm serving the premises or a building occupied and controlled by such person, of more than three (3) false alarms within any six (6) month period of time. The emission of more than three (3) false alarms within any six (6)~~

~~month period of time is excessive and constitutes a serious public nuisance and is subject to service charges as set out in section 14-25.~~

(a) Prior to the activation or substantial modification or use of an alarm system, as defined in Sect. 14-18, the owner, manager, or lessee of the premises shall furnish to the third party alarm administrator on a form provided by the third party alarm administrator manually or electronically which includes information deemed necessary to provide adequate response to the alarm.

(b) Owners, managers or lessees of existing alarm systems as defined in Sec. 14-18 shall have thirty (30) days from the effective date of this ordinance to comply with the above notice requirements.

(c) Owners, manager or lessees, or agents of any alarm system shall respond to the alarm location, when requested, in order to reset or deactivate the alarm system within a reasonable time of notification. Failure to provide such access shall result in a false alarm assessment as provided in Sec. 14-25 .

(d) Prior to the activation or use of any type of general alarm device the owner, manager or lessee of the premises shall furnish to the third party alarm administrator, information regarding the full names, addresses and telephone numbers of at least three (3) persons for commercial properties and two (2) persons for residential properties who can be reached at all times and who are authorized and have the capability to enter the premises and deactivate the alarm device. Owners, managers or lessees of the premises with alarm devices already installed shall have thirty (30) days from the effective date of this ordinance to comply with the above notice requirement. It shall be the responsibility of the owner, manager or lessee of the premises to provide an updated list annually to the third party alarm administrator. Failure to do so may result in a false alarm assessment subject to the sanctions of Sec. 14-25 .

(e) All burglar alarm systems having an audible or visual signal at the premises shall be equipped so as to automatically shut off the audible or visual signal after fifteen (15) minutes, except those systems required by law to have a longer operating period, in which case said system shall be equipped so as to automatically shut off the audible or visual signal at the conclusion of the longer required operating time.

(f) All alarm systems shall be properly maintained. System malfunction due to faulty maintenance shall not be grounds for an excused false alarm assessment.

(g) All alarm systems shall obtain all necessary permits and inspections for the installation of the system.

(h) All alarm companies that sell, lease, install, operate, monitor or have the responsibility for alarm systems, shall maintain the appropriate license as required under Chapter 489, Florida Statutes, and shall register annually with the County. A fine of \$500.00 shall be assessed to any alarm monitoring company who fails to register. Each registration shall be valid for twelve (12) months. The alarm monitoring company shall provide the following information:

(1) Name, street address and telephone number. Monitoring companies shall maintain, for a period of at least one year, records relating to alarm notification and shall provide such records to the County's third party alarm administrator upon request, or a fine of \$125.00 shall be assessed.

(2) The names, street addresses, and telephone numbers of all contracted alarm operators within the territorial jurisdiction of the County.

(3) The procedure used to verify the legitimacy of an alarm prior to notification of County law enforcement.

(4) The name, street address, and telephone number of the alarm company.

(i) An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum, that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number, when available, to the communications center to facilitate dispatch and/or cancellation.

(3) Communicate any available information about the location of the alarms to the communications center.

(4) Communicate a cancellation to the communications center as soon as possible following a determination that a response is unnecessary.

(j) Owners, managers or lessees, or agents of any alarm system within the city that has received notice of having had 3 or more false alarms in a one year period shall obtain from a licensed alarm company an inspection report, in a form acceptable to the Alarm Administrator, that identifies the reason for the false alarms and that the issue has

been fixed/resolved. This inspection report shall be provided to the third party alarm administrator as well as the city's designated Alarm Administrator within 30 days of receiving notice of the third false alarm. Failure to comply with this provision shall result in a fine of \$50 in addition to the false alarm response fine due.

(k) Owners, managers or lessees, or agents of any alarm system may take an "Alarm User Awareness Class" (as offered by the county's third party alarm administrator) in lieu of paying the \$50 fee for a second false alarm violation. This class may only be taken once, can only be applied to the second false alarm fee (\$50), and must be successfully completed by the owners, managers or lessees, or agents of any alarm system. Proof of successful completion of the class as offered by the third party administrator must be provided by the owners, managers or lessees, or agents of any alarm system the city's designated Alarm Administrator within 60 days of the false alarm.

Section 5. Section 14-25. False alarm service charge; collection; disbursement; appeal; refusal to pay is hereby amended, as follows:

Sec. 14-25. - False alarm service charge; collection; disbursement; appeal; refusal to pay.

(a) ~~Charges. **False alarm.** For response to excessive false alarms by the law enforcement agencies, the alarm user shall be charged a service fee by the city of fifty dollars (\$50.00) for the first alarm in excess of three (3) false alarms in any six (6) month period, seventy five dollars (\$75.00) for the second false alarm in excess of three (3) in any six (6) month period, and one hundred dollars (\$100.00) for the third and each successive false alarm in excess of three (3) in any six (6) month period. For response to excessive false alarms by the fire department, the alarm user shall be charged a service fee by the city of one hundred twenty five dollars (\$125.00) for the first alarm in excess of three (3) false alarms in any six (6) month period, one hundred fifty dollars (\$150.00) for the second false alarm in excess of three (3) false alarms in any six (6) month period and two hundred dollars (\$200.00) for the third and each successive false alarm in excess of three (3) in any six (6) month period. The law enforcement executive or fire marshal shall determine whether a false alarm has occurred and the frequency of such false alarms, and the tax collector shall notify alarm users of amounts owed to the city and shall make demand therefor, pursuant to the provisions of this section.~~

(1) Whenever an alarm is activated in the city, thereby requiring an emergency response to the location by law enforcement and/or the fire district, and the management of the alarm site does not respond, a police officer or firefighter on the scene of the activated alarm system shall visually inspect the area protected by the system and shall exercise reasonable judgment to determine whether the emergency response was in fact required as indicated by the alarm system or whether in

some way the alarm system malfunctioned and thereby activated a false alarm.

- (2) If a police officer or firefighter at the scene of the activated alarm system determines the alarm to be false, said officer shall make a report of the false alarm, a notification of which shall be mailed or delivered by the third party alarm administrator to the alarm user and/or record title owner at the address on file with law enforcement, advising the alarm user and record title owner of the false alarm.
- (3) Law Enforcement shall have the right to inspect any alarm system on the premises to which a response has been made and they may cause an inspection of such system to be made at any reasonable time thereafter to determine whether it is being used in conformity with the terms of this chapter
- (4) For each response by any emergency unit to an alarm the responding agency will file a report, classifying the alarm as one of the following:
 - (i) False alarm, system test with no notification or system malfunction.
 - (ii) False alarms, no system test, no owner response
 - (iii) Valid alarm for cause designated.

(b) Charges.

- (i) There shall be a fine charged for false alarms according to the following schedule during a rolling twelve month period:

Alarm within 12 months	Fire/Rescue	Law Enforcement (Commercial)	Law Enforcement (Residential)
First	\$0	\$0	\$0
Second	\$200	\$100	\$50
Third	\$300	\$200	\$100
Fourth	\$500	\$400	\$150
Fifth and Subsequent	\$500	\$500	\$200

(ii) Alarm Companies shall not activate the alarm system prior to the registration. If a false alarm occurs prior to the registration of the alarm permit, the alarm monitoring company will be charged a fine of \$250.00. If the alarm system is self-monitored the alarm user will be charged a fine of \$50.00, which may be waived if the alarm permit is registered within thirty (30) days.

(iii) In addition, any person operating a non-permitted Alarm System will be subject to an additional fine of \$50.00. This fee may be waived if the permit is registered in fifteen (15) days.

(c) Appeal. ~~The decision of the law enforcement executive or fire marshal may be appealed to the code enforcement board by filing a written notice of appeal with the code enforcement board secretary within thirty (30) days from the date the law enforcement executive or fire marshal renders his decision.~~ An alarm user may appeal assessment of the fine(s) to the city's designated Alarm Administrator by filing a written request for review setting forth the reasons for the appeal within fourteen (14) calendar days of the date of the notice of the assessed fine(s). The failure to file a request for an appeal within this time period shall constitute a waiver of the right to contest the assessment of the fine(s). The city's Special Magistrate shall serve as the Hearing Officer for all appeal hearings under this section. The filing of a request for an appeal shall stay the assessment of the fine(s) until the Hearing Officer renders a final decision. Upon receipt of a timely written request for an appeal, a hearing will be scheduled before the Special Magistrate. Notice of the hearing will be sent to the alarm user after receipt of the request for appeal. The Special Magistrate shall conduct a hearing and consider the evidence presented pursuant to Chapter 162, Florida Statutes. At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based upon the evidence presented, and conclusions of law, and shall issue a written order. The Special Magistrate's decision is subject to review in the circuit court by proceedings in the nature of certiorari.

(d) **Collection.** Once notified by the third party administrator ~~tax collector's office~~, the user will have thirty (30) days to pay any said service charges. All service charges collected shall only be used to offset the costs incurred in responding to false alarms.

(e) **Refusal to pay.** The city may proceed by a suit in a court of competent jurisdiction to collect said charge after demand thereof has been made by the ~~tax collector~~ third party administrator and the payment thereof refused by the alarm user.

(f) **Disbursement.** Service charges will be disbursed to the fine and forfeiture accounts of each law enforcement agency and the general fund of the St. Lucie County/Fort Pierce fire district which responded to the false alarm or in a manner as agreed to by all affected agencies.

Section 6. Section 14-26 Penalties is hereby amended, as follows:

Sec. 14-26. - Penalties.

Failure to comply with this article shall constitute a violation of the Code of the City of Fort Pierce and shall be enforced by the ~~code enforcement board~~ Special Magistrate of

the City of Fort Pierce by hearing and penalty, as generally provided by sections 2-240 through 2-260 of the Code of Ordinance of the City of Fort Pierce, Florida.

SECTION 7. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the city that the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 8. FILING WITH THE DEPARTMENT OF STATE.

The City Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Bureau of Administrative Code and Laws, Department of State, the Capitol, Tallahassee, Florida 32304.

PART M. EFFECTIVE DATE.

This Ordinance shall take effect on October 1, 2015.

PASSED AND DULY ADOPTED this _____ day of September, 2015.

CITY OF FORT PIERCE FLORIDA

**BY: _____
Linda Hudson, Mayor**

ATTEST:

Linda Cox, City Clerk

**APPROVED AS TO FORM AND
CORRECTNESS:**

Robert V. Schwerer, City Attorney