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

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 3, 2016 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the September 19, 2016 regular meeting.

6. **PROCLAMATIONS**

   a. National Domestic Violence Prevention Proclamation being received by Janet Farnan-Dyer, Resource Coordinator, Safe Space.

   b. Proclamation recognizing October 17, 2016 as Lights on After School Day. Being received by Kimberly Roberts and Terrence Platt, 21st Century Program Managers.

   c. Proclamation recognizing Oct 3-7 as Public Power Week. Being received by Paul Jakubczak, Director of Electric and Gas, FPUA.

7. **LETTERS TO COMMISSION**

   a. Email from Kim Kenney praising Elizabeth Beck and Kim for going above and beyond to assist her in expediting the closing out of two permits.

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

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission

will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

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

10. **CONSENT AGENDA**

a. Approve entering into a contract with Florida Department of Corrections Labor Crew in an amount not to exceed $65,000 to provide additional labor to assist the Parks and Grounds Division in maintaining City rights of ways, properties and parks.

b. Request approval of FDEP Agreement No. S0696 Amendment No. 2 which extends the agreement time and reallocates funding to different tasks.

c. Approval of an amendment to the City's annual Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) pending approval of the City Attorney.

d. Approve award of Professional Service Agreement for RFQ No. 2016- 014 to Tetra Tech, Inc. pending City Attorney review and approval in an amount not to exceed $576,939.00.

e. Request approval of Beemats proposal in the amount of $10,752 for the installation of three floating vegetated mats within Moore's Creek.

f. Approve final documents authorized for execution at the September 6, 2016 meeting in the City of Fort Pierce vs. Petroleum Marine Consultants, LLC litigation.

g. Approval of blanket purchase orders for the Police Department for FY2017 in an amount not to exceed $365,081.00.

h. Approval to create a blanket purchase order in an amount not to exceed $16,319.75 to secure bulletproof vest for its officers through the Department of Justice Bulletproof Vest Partnership (BVP) program.

i. Approve Grant Award for Ms. OK K Dong, for her business, Seoul Garden, in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.

j. Approval of travel expenses in the amount of $294.66 for Mayor Hudson to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Kissimmee, Florida.

11. **PUBLIC HEARINGS**

a. Review and approval of an application for a Waiver of Distance submitted by Applicant; Wood Fyah Bar & Grill to acquire 2 COP License for Sale of Beer and Wine for Consumption on Premises and Package Sales of Sealed Containers on a parcel located at 2164 North US Highway 1, Fort Pierce, FL. The property is zoned C-3, General Commercial (Parcel ID 1433-440-0009-010-1).

b. Ordinance 16-021 Amending the Vehicles for Hire Ordinance. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Summer of Success Presentation and Report - Jodi Hessing, Youth Programs Coordinator, Career Source Research Coast.

b. Weatherization Education Outreach Program (WEOP) Update - Eric Winterstein, FPUA and Libby Woodruff, Urban Redevelopment

13. **CITY COMMISSION**

a. Resolution 16-045 Appointing a member to the FPUA Board following a voice vote of Mayor and Commissioners.

b. Resolution No. 16-R47 Providing for Publication of Precinct Polling Places for the General Election to be held November 8, 2016.

c. Discussion at the request of Commissioner Sessions regarding camera usage for the Police Department and implementation of policy.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

City Commission Regular Meeting **Agenda Item # 5. a.**

Meeting Date: 10/03/2016

Re:

SUBJECT:

Approval of Minutes from the September 19, 2016 regular meeting.

Attachments

09.19.2016 Minutes

Form Review

Form Started By: Linda Cox Started On: 09/22/2016 03:56 PM

Final Approval Date: 09/22/2016

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, SEPTEMBER 19, 2016.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.

2. **OPENING PRAYER** - Father Yves Geffrad, Notre Dame Catholic Mission offered the opening prayer.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Edward Becht; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney James Messer

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the September 6, 2016 regular meeting and the September 12, 2016 Special Meeting.

Motion was made by Commissioner Thomas Perona, to approve the minutes from the September 6, 2016 regular meeting and the September 12, 2016 special meeting.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Special Introduction by Clay Lindstrom, Director of Utilities, of Jacob Williams, FMPA General Manager and other members of their leadership team.

Jacob WIlliams, FMPA General Manager, gave a brief introduction and discussed the direction of FMPA which is to provide low cost power and have clean assets. Commission discussion included being grateful for the communication between the City and FPMA management as well as the focus on providing affordable utilities.

b. Mayor Hudson issued a proclamation recognizing September 25, 2016 as Parent's of Murdered Children Day of Remembrance.

c. Mayor Hudson issued a proclamation recognizing September 2016 as Hunger Action Month.

d. Mayor Hudson issued a proclamation recognizing September 28, 2016 as Dad's Take your Child to School Day.

7. **LETTERS TO COMMISSION** - Copies of these letters will be on file at the City Clerk's office.

a. Letter from Dan and Barbara Conroy thanking the staff from the Parks and Grounds Division for their continuous dedication and determination in keeping Jaycee Park beautiful.

b. Email from Dianne S. McKee thanking Paul Bertram and Public Works staff for addressing their concerns in a professional and timely manner.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS** - There were no comments from the public.

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

Nicholas Mimms, City Manager, would like to pull item **13a**. It will be brought back at the next commission meeting.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to pull item **13a**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve the remainder of the agenda.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

10. CONSENT AGENDA

a. Request from David Buryanek, 1811 S. 30th Street, Ft. Pierce, FL for an extension of 12 months to pay the two reduced code enforcement liens and lot clearing lien in the amount of $2,500.00 against 1815 S. 30th Street, parcel ID no. 2417-506-0105-000-5.

b. Approve grant award for Mr. Wilson Ruiz for his business, W&J Caribe II Foods, Inc. in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.

c. Approval to purchase two (2) Mercury 150 HP Boat Motors from Ameracat, Inc, Fort Pierce, FL, in the amount not to exceed $16,000.00.

d. Approval to award contract for emergency replacement of Commission Chambers audio and presentation equipment to VIVID A//V Solutions in an amount not to exceed $124,101.

e. Approval of Blanket Orders for Public Works for FY 2017 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment.

f. Approve the repair and overhaul of the hydraulic boom lift on Vehicle # 21368 by Stamm Manufacturing in an amount not to exceed $14,280.40.

g. Request the purchase of two (2) 60" Dixie Choppers mowers in the amount not to exceed $19,868.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to approve all items on the consent agenda.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

11. PUBLIC HEARINGS

a. Ordinance No. 16-017 amending Chapter 2 Sections 2-254, 2-259 and 2-260(b) of the Code of Ordinances to establish new procedures for processing citations and amending the Classes of Violations. SECOND READING

Linda Cox, City Clerk, read the Ordinance, by title only, into the record as follows.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2, ARTICLE XIII.5, ENTITLED “SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENT PROCEDURES”; AMENDING SECTION 2-254 CITATION AUTHORIZATION; VIOLATION AS CIVIL INFRACTION; MAXIMUM CIVIL PENALTY; AMENDING SEC. 2-257 – FORM OF CONTENTS OF CITATION; FILING WITH COURT; AMENDING SEC. 2-259 - PROCESSING CITATIONS; PAYMENT OF FINES; HEARINGS; AND AMENDING SECTION 2-260 (B) RELATING TO CLASSES OF VIOLATIONS AND CIVIL PENALTIES FOR VIOLATIONS OF CITY CODES CONSTITUTING CIVIL INFRACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **11a**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

b. Ordinance No. 16-018 correcting a scriveners error in classification of dwelling rentals in certain zoning districts within the use table. SECOND READING

Linda Cox, City Clerk, read the Ordinance, by title only, into the record as follows.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING ORDINANCE NO. L-295 IN ORDER TO CORRECT SCRIVENERS ERROR IN CLASSIFICATION OF DWELLING RENTALS IN CERTAIN ZONING WITHIN THE ADOPTED ZONING USE TABLE; ASSIGNING THE ACCURATE CLASSIFICATION WITHIN THE ADOPTED USE TABLE OF SECTION 22-22 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **11b**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

c. Ordinance No. 16-019 Levying and collecting taxes for Fiscal Year beginning October 1, 2016 and ending September 30,2017; adopting Final Millage Rate. SECOND READING

Linda Cox, City Clerk, read the Ordinance, in its entirety, into the record.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2016-17 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2016-17 is hereby levied at the rate of 6.9000 per thousand dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 4.76%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2016, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the 2016-17 fiscal year in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2016.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **11c**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

d. Ordinance No. 16-020 Adopting a Final Budget for Fiscal Year 2017, beginning October 1, 2016 and ending September 30, 2017. SECOND READING

Linda Cox, City Clerk, read the Ordinance, in its entirety, into the record.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2016 and ending September 30, 2017, the estimates made by the City Manager of said City presented to the City Commission on September 06, 2016, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2016.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **11d**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

a. One-half (1/2) cent surtax for St. Lucie County presentation by Howard Tipton, St. Lucie County Administrator.

Howard Tipton, Saint Lucie County Administrator, gave a brief presentation on education and outreach efforts to the one-half cent surtax that will be on the upcoming ballot on November 8, 2016. This tax will go towards the $1.2 million backlog of projected infrastructure projects county-wide. This includes roads, water quality, sidewalks and public safety. The sales tax will give our visitors a chance to participate in paying for the infrastructure they are using. The outreach and education efforts include public presentations, putting together a Citizens Oversight Committee, consistent presentation materials and website development/rollout. Erick Gill, Communications Division Director, gave a brief presentation on the website, SLChalfcent.org, which is easy to navigate and outlines the immediate projects slated for the first five (5) years. This effort has been in collaboration between the City of Port Saint Lucie, City of Fort Pierce and St. Lucie County. The projected additional revenue is $1.5M - $2M on an annual basis.

Commission discussion included how to set up Citizens Oversight Committee, capital budgets projects and working as team moving forward.

b. Presentation by Fort Pierce youth on their attendance of the Preventing Crime in the Black Community Conference.

Youth from the City of Fort Pierce provided an update on their trip to the conference and the 8 week outreach program which included team building exercises, how to keep a positive attitude and problem solving skills. Since the conference, they have hosted a peace rally which provided insight on education, social media and communication with adults. They thanked the City of Fort Pierce staff for their assistance at various events. Shaneik Maynard, Executive Director, Roundtable of St. Lucie County, was happy to report that the youth came back with reports and solutions. She thanked the Commission for their support.

c. Fort Pierce City of Lights Decorating Contest

Shyanne Helms, Communications Manager, gave an overview of a concept for this program. Anyone within the City of Fort Pierce is eligible to participate. The categories are residence, business, neighborhood and apt/condo. The proposed deadline is December 15 with prizes and an awards ceremony. We may be able to get a website for registration and voting purposes. Commission discussion included having public feedback, a possible FPUA sponsorship and how to promote within the community and beyond.

d. Monthly Financial Report for the Month Ending August 31, 2016

Johnna Morris, Director of Finance, gave a brief presentation on the monthly financial report. All funds with the exception of the golf course and Sunrise Theatre are stable. The Sunrise is on target because of a pending transfer.

13. CITY COMMISSION

a. Resolution 16-R45 Re-appointing Darryl Bey to serve on the Fort Pierce Utilities Authority Board - This item will be brought back at the next meeting.

b. Resolution 16-R46 approving the Mayor's appointment of Patricia L. Diaz to fill the unexpired term of James H. Brown as a place holder for resolution appointing member to housing authority.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S APPOINTMENT OF PATRICIA L. DIAZ AS A COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **13b**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

c. Approval of letter supporting the submittal of a Mobility Enhancement Grant application by the St. Lucie County Community Transportation Coordinator to the Florida Commission for the Transportation Disadvantaged.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to approve item **13c**.

AYE: Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions, Mayor Linda Hudson

Passed

14. COMMENTS FROM THE PUBLIC

Charles Gannon
Andrew Watters

15. COMMENTS FROM THE CITY MANAGER

Nicholas Mimms, City Manager, announced the joint meeting on November 10, 2016 with Saint Lucie County to discuss the Port of Fort Pierce, the anti-tethering education materials are ready for distribution and an update regarding working with the police department on training and community-driven enhancements which include an upcoming visit from the FDLE. He also provided an update on the grand jury schedule for the Demarcus Semer case and mentioned that Veteran's Memorial Park is coming along beautifully and references every branch of service.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander had no comments.

Commissioner Perona announced donations of dog houses and fences and seeks assistance from public works for storage.

Commissioner Sessions stated that he hopes that the community is ready for the outcome of the grand jury findings for the Demarcus Semer case. He hopes for peace and rationality.

Commissioner Becht thanked the Youth for their presentation on their conference visit. The City of Lights is a great idea. He would like to discuss a budget review committee comprised of staff that may be helpful. He would like to review moving the Commission parking spots on the second floor.

Mayor Hudson announced Dancing with our Pals on October 1 at the Sunrise Theatre.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 8:24 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 6. a.**

Meeting Date: 10/03/2016

Re:

SUBJECT:

National Domestic Violence Prevention Proclamation being received by Janet Farnan-Dyer, Resource Coordinator, Safe Space.

Attachments

Domestic Violence

Form Review

Form Started By: Linda Cox Started On: 08/24/2016 01:53 PM

Final Approval Date: 08/24/2016

WHEREAS domestic violence transcends all ethnic, racial and socioeconomic boundaries. Its perpetrators abuse their victims both physically and mentally, and the effects of the attacks are far reaching; and

WHEREAS because domestic violence usually takes place in private, many Americans may not realize how widespread it is. During one year, approximately 10 million women and men are physically abused by an intimate partner. Last year there were 1,466 domestic violence incidents reported in St. Lucie County;

WHEREAS during the month of October, Americans should consider the wounds that domestic violence leaves on our society and what each of us can do to prevent it; and

WHEREAS through education, awareness and enforcement, we are striving to prevent domestic violence and sexual assault. We hope to create a society that refuses to tolerate domestic violence in any form.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October 2016 as:

"National Domestic Violence Awareness Month"

in the City of Fort Pierce and urge all citizens to work toward the elimination of personal violence against women.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of October, 2016.

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MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 6. b.**

Meeting Date: 10/03/2016

Re: Lights on After School

SUBJECT:

Proclamation recognizing October 17, 2016 as Lights on After School Day. Being received by Kimberly Roberts and Terrence Platt, 21st Century Program Managers.

Attachments

Lights on Afterschool

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2016 04:48 PM

Form Started By: Linda Cox Started On: 09/06/2016 01:42 PM

Final Approval Date: 09/27/2016

WHEREAS, the citizens of Fort Pierce City stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults.
- Engage families, schools and community partners in advancing the welfare of our children; and

WHEREAS, 21st Century Community Learning Centers has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and

WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year on October 20, 2016, promotes the importance of quality afterschool programs in the lives of children, families and communities; and

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school; and

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, Fort Pierce, Florida is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October 17, 2016, as:

Lights on Afterschool Day

in the City of Fort Pierce and we enthusiastically support Lights on Afterschool and commit to engaging in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of October, 2016.

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MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 6. c.**

Meeting Date: 10/03/2016

Re:

SUBJECT:

Proclamation recognizing Oct 3-7 as Public Power Week. Being received by Paul Jakubczak, Director of Electric and Gas, FPUA.

Attachments

Public Power

Form Review

Form Started By: Linda Cox Started On: 09/23/2016 03:40 PM

Final Approval Date: 09/23/2016

WHEREAS, we, the citizens of Fort Pierce, FL, place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric, gas, water, and wastewater utility and, as consumers and owners of our utility, have a direct say in utility operations and policies; and

WHEREAS, Fort Pierce Utilities Authority provides our homes, businesses, farms, social services, and local government agencies with reliable, efficient, and cost-effective electric, gas, water, and wastewater services, employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Fort Pierce Utilities Authority is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, Fort Pierce Utilities Authority has also taken on additional stewardship for our community's information infrastructure through a broadband network providing Internet services, WHILE expanding community and economic development opportunities; and

WHEREAS, Fort Pierce Utilities Authority is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment.

WHEREAS, Fort Pierce Utilities Authority will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since 1912, the year when the utility was created to serve all the citizens of Fort Pierce, FL.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of October 3-7, 2016, as:

Public Power Week

in the City of Fort Pierce to recognize Fort Pierce Utilities Authority for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public utility ownership

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of October, 2016.

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MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 7. a.**

Meeting Date: 10/03/2016

Re: Email from Kim Kenny

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Kim Kenney praising Elizabeth Beck and Kim for going above and beyond to assist her in expediting the closing out of two permits.

Attachments

Email from Kim Kenny

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2016 01:07 PM

Form Started By: Jennifer Robinson Started On: 09/23/2016 02:18 PM

Final Approval Date: 09/27/2016

To: Jennifer D Robinson/cfp@cfp,
Cc:
Bcc:
Subject: Fw: Re: Kudos to your permit department!!!.. Elizabeth and Kim
From: Nicholas Mimms/cfp - Thursday 09/22/2016 03:59 PM

History: This message has been replied to.

-----frank kenny <kimandmark@msn.com> wrote: -----
To: "MIMMS@CITY-FTPIERCE.com" <MIMMS@CITY-FTPIERCE.com>
From: frank kenny <kimandmark@msn.com>
Date: 09/22/2016 03:36PM
Subject: Kudos to your permit department!!!.. Elizabeth and Kim

Dear Mr. Mimms,

I am writing you to praise both Elizabeth Beck and Kim West in the permit department for going above and beyond this past week to assist me in expediting the closing out of 2 permits. We sold our home and only became aware of this this past Monday.

We recently had installed a new air conditioning unit and also had a water heater installed not too long ago ...we were not aware until this week that these were not closed out and we're having a very difficult time getting the company that installed them which is Service America to expedite the process of the paperwork. Originally service America in their permit department had told me it would take a minimum of two weeks to close out these permits. However after speaking with Elizabeth back I clearly found out that was not the case.

If it weren't for Elizabeth Beck we probably would have had to delay the closing and it could have created other complications... both Elizabeth and Kim went above and beyond the Call of Duty... they are a needle in a haystack ....Diamonds in the Rough... I do not exaggerate....

Every time I called Elizabeth she was available to speak with and took action right away to solve anything possible. Elizabeth quickly jumped into action and today I had the air conditioning inspection completed and have the water heater inspection appointment set up for this coming Monday. KUDOS TO HER!!

Kim West also helped to include our situation into her routine to help make it more timely.

In today's world they both are more the exception than the norm and so I want to point out their exceptional efforts to help.

This reflects their character and ethics as a person and I'm so happy to know there are people still in this world that care about the people in our typical ...a lot of times... bureaucracy. It's definitely still gives you the feel of small town service where you are not just a number.

Thank you for employing such helpful considerate people and I hope they are rewarded for their efforts.

Sincerely Kim Kenny

City Commission Regular Meeting **Agenda Item # 10. a.**

Meeting Date: 10/03/2016

Re: Florida Department of Corrections Labor Crew

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

---

SUBJECT:

Approve entering into a contract with Florida Department of Corrections Labor Crew in an amount not to exceed $65,000 to provide additional labor to assist the Parks and Grounds Division in maintaining City rights of ways, properties and parks.

SUMMARY:

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

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

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

A sample contract is provided for review.

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

RECOMMENDATION:

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

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance and Purchasing Departments

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: FY17
Account: 00140055724651
Amount: $65,000.00
FISCAL IMPACT:
Funds are available within the Parks & Grounds Division budget in an amount not to exceed $65,000.00.

Attachments

Inmate Labor Crew

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/26/2016 10:18 AM
Finance Department	Johnna Morris	09/26/2016 01:10 PM
City Manager	Nick Mimms	09/27/2016 01:08 PM
Form Started By: Mike Reals		Started On: 09/21/2016 10:44 AM
Final Approval Date: 09/27/2016		

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

DESOTO COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the Florida Department of Corrections ("Department") and Desoto County, Board of County Commissioners ("Agency"), which are the parties hereto.

WITNESSETH

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

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

WHEREAS, Desoto County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

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

I. CONTRACT TERM/RENEWAL

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

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

B. Contract Renewal

This Contract may be renewed for one (1) additional three (3) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

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

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

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

B. Description of Services

1. Responsibilities of the Department

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

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

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

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

e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

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

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

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

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

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

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

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

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

2. Responsibilities of the Agency

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

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

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

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

e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

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

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

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

b. Hand Held Radios:

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

c. Cellular Phones:

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

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

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

III. COMPENSATION

A. Payment to the Department

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

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

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

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

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

B. Official Payee

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

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

C. Submission of Invoice(s)

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

Shawn Edwards, Road & Bridge Director
Desoto County Road & Bridge Department
1894 N.E. McKay Street
Arcadia, Florida 34266
Telephone: 863-993-4821
Fax: 863-993-4825
Email: s.edwards@desotobocc.com

IV. CONTRACT MANAGEMENT

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

A. Department's Contract Manager

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

Warden
Desoto Correctional Institution
13617 S. E. Highway 70
Arcadia, Florida 34266
Telephone: (863) 494-3727

B. Department's Contract Administrator

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

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

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Shawn Edwards, Road & Bridge Director
Desoto County Road & Bridge Department
1894 N.E. McKay Street
Arcadia, Florida 34266
Telephone: (863) 993-4821

D. Changes to Designees

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

V. CONTRACT MODIFICATIONS

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

VI. TERMINATION/CANCELLATION

Termination at Will

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

VII. CONDITIONS

A. Records

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

B. Annual Appropriation

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

C. Disputes

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

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

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

F. Verbal Instructions

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

G. No Third Party Beneficiaries

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

H. Prison Rape Elimination Act (PREA)

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

I. Cooperation with Inspector General

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

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

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

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

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

AGENCY: DESOTO COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: Jim O. Mansfield

TITLE: Chairman

DATE: March 22, 2016

FEID #: 596000579

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Kelley J. Scott**

TITLE: **Director, Office of Administration**
Department of Corrections

DATE: 4/18/16

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: **Kenneth S. Steely**

TITLE: **General Counsel**
Department of Corrections

DATE: 4/12/16

Addendum A
Inmate Work Squad Detail of Costs for the Desoto County Board of County Commissioners
Interagency Contract Number W1055 Effective XXXXXX XX, 2016

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

			Per Officer Annual Cost		First year Annual Cost	Follow-on Annual Cost
I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:						
Officers Salary	# Officers Multiplier	1	$ 54,194.00	**	$ 54,194.00	$ 54,194.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00	$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00	$ 121.00
State Personnel Assessment			$ 354.00		$ 354.00	$ 354.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00	$ 200.00
Uniform Purchase			$ 400.00		$ 400.00	$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00	$ 350.00
Training/Criminal Justice Standards *			$ 2,225.00		$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00		$ 58,972.00	$ 56,747.00

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

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

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

III. ADDITIONAL AGENCY EXPENSES:

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

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

Addendum A
Inmate Work Squad Detail of Costs for the Desoto County Board of County Commissioners
Interagency Contract Number W1055 Effective XXXXXX XX, 2016

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4969.00	$ 4,969.00	1	$ 4,969.00	X		
Vehicle Mounted Radio	MACOM	$5400.00			$ -			
TOTAL Operating Capital To Be Advanced By Agency					$ 4,969.00			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$4,969.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$4,969.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$58,972.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Annual Grand Total - To Be Billed To Agency By Contract:	$59,722.00

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

	TOTAL
YEAR 1	$64,691.00
YEAR 2	$57,497.00
YEAR 3	$57,497.00
3 Year TOTAL	$179,685.00

VIII. OVERTIME COSTS:

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

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the Desoto County Board of County Commissioners
Interagency Contract Number W1055 Effective XXXXXX XX, 2016

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

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

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

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

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

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

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

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

City Commission Regular Meeting **Agenda Item # 10. b.**

Meeting Date: 10/03/2016

Re: Approval of FDEP Agreement No. S0696 Amendment No. 2 for Veterans Memorial Park

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval of FDEP Agreement No. S0696 Amendment No. 2 which extends the agreement time and reallocates funding to different tasks.

SUMMARY:

This amendment transfers previously allocated grant funding in the amount of $110,000 from post-construction tasks to the design and construction phases. This transfer will help to alleviate additional expenditures from the City's stormwater fund while retaining sufficient monitoring funding for the required post-construction activities.

RECOMMENDATION:

Staff recommends execution of FDEP TMDL Agreement No. S0696 Amendment No. 2.

ALTERNATIVES:

Do not execute and contribute Stormwater Management Utility funding to the project.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works and River Walk Staff.

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: N/A
Amount: N/A

FISCAL IMPACT:

No fiscal impacts proposed.

Attachments

TMDL Amendment No. 2 - CA Approved - 092316

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/28/2016 08:58 AM
City Manager	Nick Mimms	09/29/2016 08:31 AM

Form Started By: Tracy Telle Started On: 09/23/2016 11:02 AM
Final Approval Date: 09/29/2016

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, City Attorney

RE : Veterans Memorial Park Stormwater Improvements FDEP Agreement No. S0696 – Amendment No. 2

DATE : September 23, 2016

Attached are five (5) originals of the FDEP's Amendment No. 2 for Agreement No. S0696 for Veterans Memorial Park Stormwater Improvements. The documentation has been Approved as to Form and Correctness.

This issue was assigned to Assistant City Attorney, Caroline Valentin. If you have any comments or inquiries concerning this matter, please feel free to contact her at (772) 467-3042.

Attachments (5)

C: Jack R. Andrews, P.E., City Engineer

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
SEP 16 2016
By

TO : Nicholas Mimms, P.E., City Manager

FROM : John R. Andrews, P.E., City Engineer

RE : **Veterans Memorial Park Stormwater Improvements**
FDEP Agreement No. S0696 – Amendment No. 2

DATE : September 16, 2016

Please find attached five (5) copies of FDEP's Amendment No. 2 for TMDL Grant Agreement No. S0696. This agreement extends the grant's ending time and also transfers funding in the amount of $80,000.00 to the grant's construction phase.

Please forward the five (5) copies to the City Attorney for review and approval to Form and Correctness.

JRA/tst

RECEIVED
TIME
SEP 16 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

OK
9/16/16

DEP AGREEMENT NO. S0696
AMENDMENT NO. 2

THIS AGREEMENT as entered into on April 29, 2014, amended on December 18, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "should match the Department") and the CITY OF FORT PIERCE (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, due to changes in the project budget and delays in the bidding process, the Grantee has requested an extension and a reallocation of funds between tasks in the Grant Work Plan; and,

WHEREAS, the Department has agreed to this extension and revisions to the project budget; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Paragraph 2 is hereby revised to change the expiration date of the Agreement to October 27, 2018.

-- Paragraph 9 is hereby deleted in its entirety and replaced with the following:

9. A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

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

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

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

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

-- The following is hereby added to the Agreement as Paragraph 28:

28. Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

-- The following is hereby added to the Agreement as Paragraph 29:

29. This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

-- Attachment A-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-2, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A-1 shall hereinafter refer to **Attachment A-2, Revised Grant Work Plan**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

CITY OF FORT PIERCE

By:_____
*Title:

Date:_____

APPROVED AS TO FORM AND CORRECTNESS
BY:_____
City Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or Designee

Date:_____

_____
Taufiqul Aziz, DEP Grant Manager

_____
DEP QC Reviewer

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-2	Revised Grant Work Plan (7 Pages)

ATTACHMENT A-2
REVISED GRANT WORK PLAN

PROJECT NAME: Fort Pierce Phase I Veterans' Memorial Park Stormwater Improvements

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: City of Fort Pierce, St. Lucie County – Refer to Exhibit 1
Impacted Watershed Name: Indian River Lagoon
Size of Project Impact: 8 Acres – Refer to Exhibit 2
Size of Area Being Treated: 44.1 Acres – Refer to Exhibit 1
Latitude: 27.7553
Longitude: 80.3206

PROJECT DESCRIPTION: The project will treat stormwater run-off from a 44.1 acre drainage basin. Run-off from this drainage basin currently discharges untreated into the Indian River Lagoon, refer to Exhibit 1.

The project will initially pretreat stormwater runoff via pervious pavers within the parking, sidewalks, and the pedestrian plaza area. Any excess run-off will be collected into two bio-swales, funded by a 319 grant, (U.S. Environmental Protection Agency, Grant Agreement No. C9-99451514-0), the Project Phase II, which will then discharge into a 0.50 acre lake complete with aeration fountains. In addition to the 8.0 acre park treatment, the project will also re-direct the discharge from the remaining 36.1 acre drainage basin into two additional bio-swales that in turn drain into the lake prior to being re-routed to the existing stormwater outfalls that discharge to the Indian River Lagoon. This is achieved by utilizing three (3) control structures, one is funded by separate funding source, refer to Exhibit 2.

Water quality monitoring will be conducted during and after construction. The Project will include public education aspects with the use of an educational kiosk at the Park and informational pamphlets inside the River Walk Center building located on site at the Park. The Grantee will provide a large display board of the Project near the entrance to the City Commission chambers and also on the Park property so as to permit the general public viewing rights of the Project along with applicable funding amounts and funding entities. The Project will be featured in the Grantee's newsletter and have write-ups in the local paper.

TASKS and DELIVERABLES:

Task 1: Design and Permitting
The Grantee will complete the engineering design plans and permits for all Best Management Practices (BMP), including wet pond, and pervious pavers.
Deliverables: A complete set of design and construction drawings and any required permit for the Project.
Performance Standard: The Department's Grant Manager will review the design plans, construction drawings, and permits for their completeness and to ensure compliance with state and federal laws specific to this Agreement.

Task 2: Bidding
Prepare, send, receive, evaluate and award construction bid.
Deliverables: Copy of the bid tabulation and copy of the Notice of Award for construction to the selected contractor.
Performance Standard: The Department's Grant Manager will review the bid package to ensure compliance with state and federal laws specific to this Agreement.

Task 3: BMP Implementation/Construction

The Grantee will construct stormwater treatment train facilities which will include approximately 10,400 square feet (SF) of pervious sidewalk and parking, approximately 100 feet of hand rail, an approximately half acre detention pond with aeration fountains, two (2) control structures, associated culvert, storm pipe and inlets, and associated landscaping and irrigation in accordance with the final design(s) and required permits.

Deliverables: Stormwater treatment train facilities constructed as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Quality Assurance Project Plan (QAPP)

The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 4a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed, prior to Final QAPP submittal.

Deliverable 4b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been considered and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with match documentation submittal.

Task 5: **Monitoring**

The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4).

Deliverable: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Task 6: Public Education

Complete an on-site kiosk with display of the stormwater project, attendance of at least one City Friday Fest to show project progress and educate the public, display at the entrance to the City Commission Chambers, and provide articles in the City's website and/or local newspaper.
Deliverables: Photos, meeting notes, sign-in sheets, copies of articles.
Performance Standard: The Department's Grant Manager will review the photographs of kiosk, meeting notes and copies of articles to ensure they meet the objectives of the task description.

Task 7: Final Project Report

The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s], etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 7a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.
Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for consideration in the Final Report.
Deliverable 7b: An electronic copy of the Final Report, with all suggested changes considered, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.
Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with match submittal for this task.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No./ Deliverable	Task / Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date
1	Design and Permitting	4/29/2014	8/31/2015	8/31/2015
2	Bidding	9/1/2015	12/1/2015	12/1/2015
3	BMP Implementation / Construction	12/1/2015	1/1/2017	1/1/2017
4	QAPP	9/1/2016	1/1/2017	
4a	Draft QAPP			10/1/2016
4b	Final QAPP			1/1/2017
5	BMP Effectiveness Monitoring	3/28/2017	3/28/2018	3/28/2018
6	Public Education	8/1/2015	3/1/2017	3/1/2017
7	Final Report	4/1/2018	6/28/2018	
7a	Draft Final Project Report			5/1/2018
7b	Final Project Report			6/28/2018

BUDGET DETAIL BY TASK:

Task No.	Category	Grant Funding	Match Funding
1	Contractual	$0	$80,100
	TOTAL FOR TASK	$0	$80,100
2	Contractual	$0	$5,000
	TOTAL FOR TASK	$0	$5,000
3	Contractual	$462,000	$451,400
	TOTAL FOR TASK	$462,000	$451,400
4	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
5	Contractual	$0	$5,000
	TOTAL FOR TASK	$0	$5,000
6	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
7	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
Total:		$462,000	$541,500
Total Project Cost:		$1,003,500	
Percentage Match:		46.0%	54.0%

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PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding	Match Funding
Contractual Total	$462,000.00	$541,500.00
Total:	$462,000.00	$541,500.00
Total Project Cost:	$1,003,500.00	
Percentage Match:	46.0%	54.0%

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EXHIBIT 1

Drainage Basin/Treatment Area Map
(Includes drainage sub-basins)

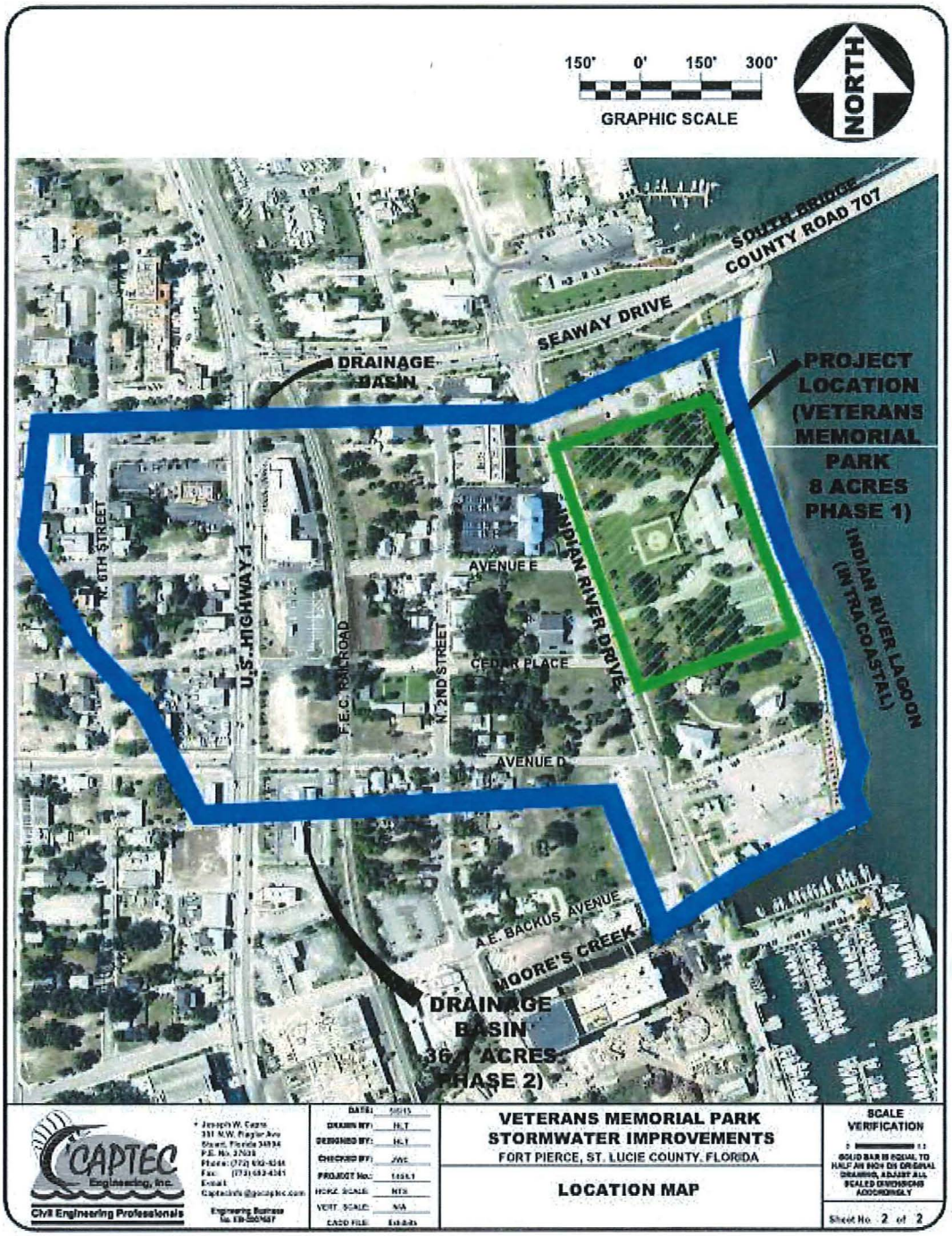
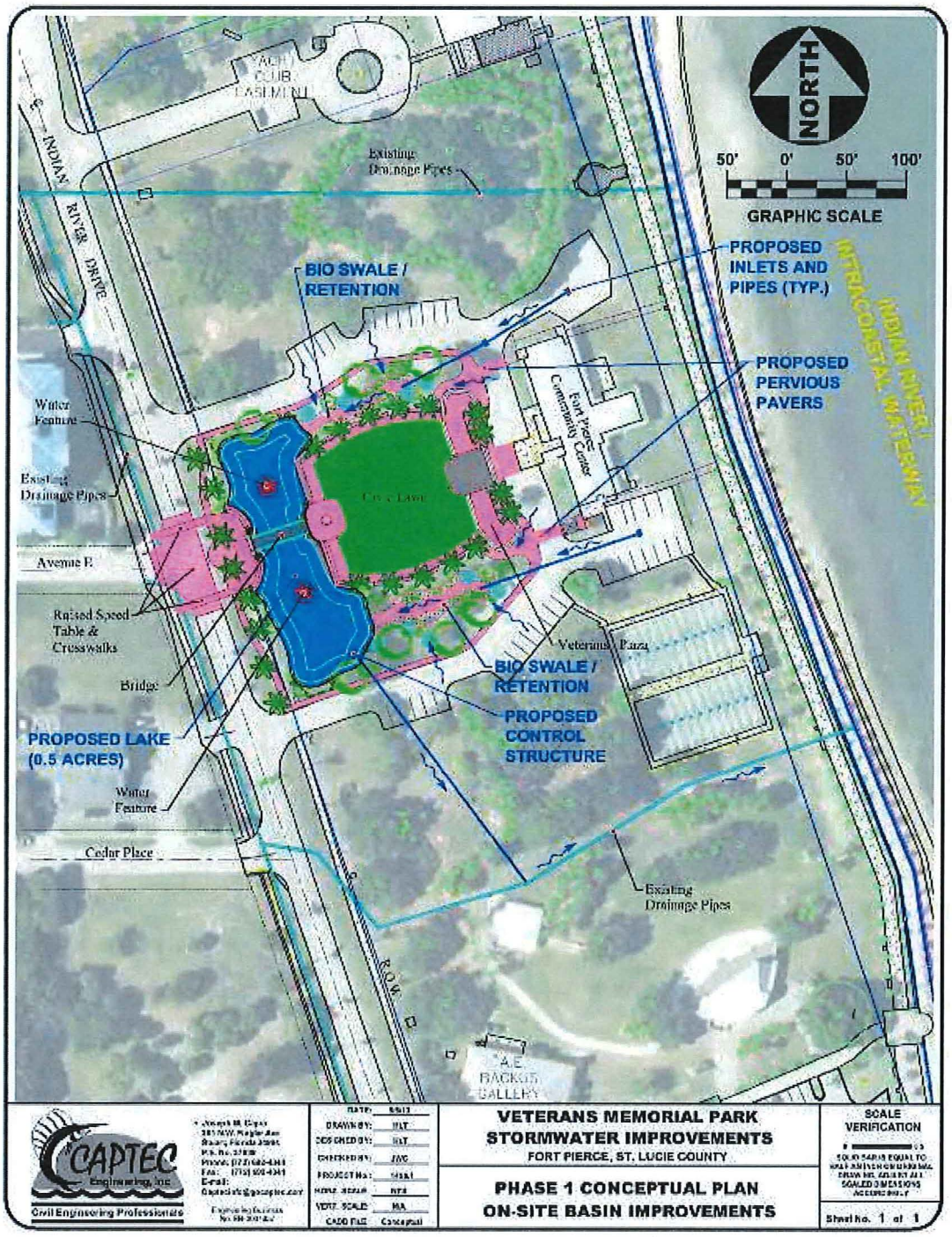


EXHIBIT 2



Note: Bio Swales/Retention are not part of this project, but are being constructed under a separate contract.

City Commission Regular Meeting **Agenda Item # 10. c.**

Meeting Date: 10/03/2016

Re: Approval of Florida Department of Transportation Amendment to City's Annual Traffic Signal Maintenance Agreement

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of an amendment to the City's annual Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) pending approval of the City Attorney.

SUMMARY:

The FDOT has supplied all Signal Maintaining Agencies an amendment to their annual "Maintenance and Compensation Agreements". The amendment is a revision to the terms and conditions of the agreement.
Summary of changes are as follows:
Added Department of Financial Services standard terms so agreements stand up to financial review.
Simplified language for penalties and retainage.
Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT
Added requirement to provide annual report of traffic signal maintenance log.
Added Force Majeure clause to remove liability from Maintaining Agency and FDOT in the event of an Act of God, etc.
Increased time to repair critical detectors from 60 days to 90 days
Decreased mandatory annual inspections of State Signals from 100% to 50% of signals annually

RECOMMENDATION:

Approval

ALTERNATIVES:

Refuse maintenance compensation from FDOT.

RESPONSIBLE STAFF:

Ed Seissiger, Engineering Project Coordinator

COORDINATED WITH:

Florida Department of Transportation

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	2106/17
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

No fiscal impact

Attachments

Attachement 1-Revised Terms

FDOT Amendment No. 1 cover

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/28/2016 09:15 AM
Finance Department	Johnna Morris	09/28/2016 02:49 PM
City Manager	Nick Mimms	09/29/2016 08:31 AM
Form Started By: Ed Seissiger		Started On: 09/22/2016 12:47 PM
Final Approval Date: 09/29/2016		

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARY 22
FINANCIAL PROJECT NO. 42780578801
F.E.I.D. NO. 596000322001

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

A. **T**he Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. **T**he Maintaining Agency is authorized under the City Commission to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

   The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

   Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

   A “Force Majeure Event” means the occurrence of:
   - (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department’s Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates the City Mayor, City Attorney, or City Clerk as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2016/17 City of Fort Pierce

Effective Date: from 07/01/2016 to 06/30/2017

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
US 1 @ Farmers Market Rd	3131.00									3131.00
US 1 @ Edwards Rd		4500.00								4500.00
US 1 @ Emil Dr.		4500.00								4500.00
US 1 @ Gardenia Ave		4500.00								4500.00
US1 @ Virginia Ave		4500.00							100.00	4600.00
US 1 @ Ohio Ave		4500.00								4500.00
US 1 @ Parkway Dr.		4500.00								4500.00
US 1 @ Georgia Ave		4500.00								4500.00
US 1 @ Delaware Ave.		4500.00								4500.00
US 1 @ Citrus Ave		4500.00								4500.00

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

US1 @ Orange Ave		4500.00							100.00	4600.00
US1 @ Avenue A		4500.00								4500.00
US1 @ Avenue C		4500.00								4500.00
US1 @ Avenue D		4500.00								4500.00
US1 @ SR A1A (Seaway Drive)		4500.00								4500.00
US1 @Avenue H		4500.00								4500.00
SR 70@ Oleander Ave	3131.00									3131.00
SR 70 @Sunrise Blvd.	3131.00									3131.00
SR 70 @13th Street	3131.00									3131.00
SR 70 between 13th and 25th Street				626.00						626.00
SR 70 @ 25th Street	3131.00									3131.00
SR 70 @35th Street	3131.00									3131.00
SR70 @ Okeechobee Road	3131.00									3131.00

ATTACHMENT 1
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SR 70 @ Central Mall Ent.	3131.00									3131.00
SR 70 @ West Mall Ent.	3131.00									3131.00
SR 70 @ McNeill Road	3131.00									3131.00
SR 70 @ Jenkins Road	3131.00									3131.00
SR 70 @ I-95 NB Off Ramp	3131.00									3131.00
SR 70 @ I-95 SB Off Ramp	3131.00									3131.00
SR 70 @ Peters Road	3131.00									3131.00
SR 70 @ Kings Highway	3131.00									3131.00
SR 68 @ 5th Street	3131.00									3131.00
SR 68 @ 7th Street	3131.00									3131.00
SR 68 @ 10th Street	3131.00									3131.00
SR 68 @ 13th Street	3131.00									3131.00
SR 68 @ 17th Street	3131.00									3131.00
SR 68 @ 25th Street	3131.00									3131.00

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REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

SR 68 @ 33rd Street	3131.00									3131.00
SR A1A @ Indian River Dr.	3131.00									3131.00
SR A1A @ Harbor Isle Roundabout							313.00			313.00
SR A1A @ Binney Dr	3131.00									3131.00
SR A1A @ Seaway/ Ocean Roundabout							313.00			313.00
SR 615 between Virginia Ave and Okeechobee Road					1096.00					1096.00
SR 615 @ Okeechobee Road	3131.00									3131.00
SR 615 @ Delaware Ave.	3131.00									3131.00
SR 615 @ Avenue D	3131.00									3131.00
SR 615 @ Avenue I	3131.00									3131.00
SR 615 @ Avenue M	3131.00									3131.00

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

SR 615 between Ave M and Ave Q				626.00						626.00
SR 615 @ Avenue Q	3131.00									3131.00
							Total Lump Sum			$164,604.00
							Amount*			$164,604.00

*Amount paid shall be the Total Lump Sum (***minus any retainage or forfeiture***).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of **$164,604.00**.

_____ _____

Maintaining Agency Date District Traffic Operations Engineer Date

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.
Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____ _____

Maintaining Agency Date District Traffic Operations Engineer Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARY 22
FINANCIAL PROJECT NO. 42780578801
F.E.I.D. NO. 596000322001
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of [_____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Fort Pierce, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By
_____
(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By
_____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

City Commission Regular Meeting **Agenda Item # 10. d.**

Meeting Date: 10/03/2016

Re: Approval of Professional Services Agreement to Tetra Tech, Inc.

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve award of Professional Service Agreement for RFQ No. 2016- 014 to Tetra Tech, Inc. pending City Attorney review and approval in an amount not to exceed $576,939.00.

SUMMARY:

RFQ No. 2016-014 Professional Services Agreement is to provide engineering, monitoring and reporting services required under the Marina Environmental Resources Permits. The permits requires the City to do long term (minimum 5 years) performance and ecological monitoring and reporting for both Army Corps of Engineers and Florida Department of Environmental Protection.

RECOMMENDATION:

Approval

ALTERNATIVES:

Move to 2nd ranked proposer or place back out for advertisement.

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Coordinator

COORDINATED WITH:

Dean Kubitschek, Marina Manager, Gelencia Carter, Purchasing Manager
Brian Proctor, Tetra Tech Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016-2019
Account:	401-4100-575-3490
Amount:	576,939.00

FISCAL IMPACT:

The listed costs cover services required for Fiscal years 2016 thru 2019.
The costs are for the required monitoring and reporting events listed in Table 1-1 in Exhibit A
Below are the costs under the agreement by Fiscal Year:
F/Y 2016 $174,960
F/Y 2017 $159,339
F/Y 2018 $131,320
F/Y 2019 $131,320

Attachments

RFQ No. 2016-014 Professional Services Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/28/2016 09:14 AM
Finance Department	Johnna Morris	09/28/2016 02:49 PM
City Manager	Nick Mimms	09/29/2016 08:31 AM
Form Started By: Ed Seissiger		Started On: 09/22/2016 11:25 AM
Final Approval Date: 09/29/2016		

Professional Services Agreement

FOR

Marina Permit Performance & Ecological Monitoring

RFQ No. 2016-014

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
P.O. Box 1480
Ft. Pierce, FL 34954
(772) 467-3773

SERVICES AGREEMENT

This Agreement between CITY and CONTRACTOR ("Agreement") is made and entered into by and between the CITY of Fort Pierce, Florida, a municipal corporation ("CITY"), and Tetra Tech, Inc., a Delaware Corporation with its principal place of business at 759 South Federal Hwy, Suite 314 Stuart, FL. 34994 ("CONTRACTOR").

CITY and CONTRACTOR hereby agree as follows:

1. CONTRACTOR Services.

CONTRACTOR will provide the services as set forth in **Exhibit A**, Statement of Work included in RFQ No. 2016-014, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of CITY.

2. Compensation.

Total compensation to CONTRACTOR will not exceed ($576,939.00) for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by CITY, CONTRACTOR will submit an invoice setting forth amounts due to CONTRACTOR. Each invoice will be accompanied by documentation that CITY may reasonably request to support the invoice amount. CITY will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If CITY approves the amount or any portion of the amount, CITY will promptly pay to CONTRACTOR the amount approved so long as CONTRACTOR is not in default under this Agreement. If CITY disapproves any invoice amount, CITY will give CONTRACTOR specific reasons for its disapproval in writing. CONTRACTOR will submit invoices to CITY as follows:

CITY of Fort Pierce
Engineering Dept.
Attn: Ed Seissiger
100 N. US Hwy 1
Fort Pierce, FL. 34950

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate on September 30, 2019 unless earlier terminated in accordance with Section 9.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

4.1 CONTRACTOR warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for

CONTRACTOR's performance of this Agreement.

4.2 CONTRACTOR will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with CONTRACTOR's performance of this Agreement.

4.3 CONTRACTOR will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by CONTRACTOR or any CONTRACTOR's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by CITY, are the sole property of CITY and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 CONTRACTOR grants and assigns to CITY all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 CONTRACTOR will deliver all Work Material to CITY upon expiration or termination of this Agreement. CITY will have the right to use the Work Material for the completion of the Services or otherwise. CITY may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by CONTRACTOR or any other party unless expressly authorized by CITY in writing. CONTRACTOR will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of CITY Records; Press Releases.

6.1 CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to CONTRACTOR by CITY or other information to which CONTRACTOR has had access during the term of this Agreement without the prior written approval of the City Attorney.

6.2 **Advertising.** CONTRACTOR will not make any press releases, public statements, or advertisement referring to the services or the engagement of CONTRACTOR as an independent CONTRACTOR of CITY in connection with the Agreement, or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of CITY.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

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

7.1.1 Keep and maintain public records required by CITY to perform the service.

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

7.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

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

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

8. Independent CONTRACTOR.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, CONTRACTOR is an independent CONTRACTOR and is not a state employee, partner, joint venturer, or agent of CITY. CONTRACTOR will not bind nor attempt to bind CITY to any agreement or contract. As an independent CONTRACTOR,

CONTRACTOR is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

9. Termination.

9.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

9.2 CITY may terminate this Agreement immediately in the event of the filing by or against CONTRACTOR of a petition for relief in bankruptcy or for receivership, or in the event that CONTRACTOR becomes insolvent.

9.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

9.4 Upon termination of this Agreement, CONTRACTOR will deliver to the appropriate representative of CITY all Work Material related to the services performed by CONTRACTOR in the format requested by the CITY together with any keys, identification badges, or equipment owned by CITY.

9.5 Termination under Sections 9.1 or 9.6 will not relieve CONTRACTOR from liability for any default or breach under this Agreement or any other act or omission of CONTRACTOR.

9.6 CITY may terminate this Agreement, without cause, upon written notice to CONTRACTOR. At such time, CONTRACTOR will be compensated only for that work which has been satisfactorily competed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

10. Indemnification.

CONTRACTOR will indemnify and hold harmless CITY, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by CONTRACTOR; for wages and fringe benefits of CONTRACTOR's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of CONTRACTOR or its officers, agents, or employees in the performance of this Agreement.

11. Insurance.

11.1 CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to CITY, the types and amounts of insurance conforming to the

minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to and approved by CITY.

11.2 As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish CITY with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and its members, officials, officers and employees as Additional Insureds as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to CITY. Such evidence shall include thirty (30) days written notice of cancellation to CITY for all coverage.

11.3 To the extent CONTRACTOR is permitted to and elects to subcontract any of the work performed under this Agreement, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

11.4 Until such insurance is no longer required by this Agreement, CONTRACTOR shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

11.5 **Workers' Compensation/Employers' Liability**.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall also be endorsed to include NCCI endorsement WC 00 02 01A, **"Maritime Coverage Endorsement"** or its equivalent.

The policy must be endorsed to waive the insurer's right to subrogate against the CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

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

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
	$1,000,000	(Disease-Policy Limit)

$1,000,000 (Disease-Each Employee)

11.6 **Commercial General Liability**.

Such insurance shall be substantially equivalent to that provided by latest version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida by the “Insurance Services Office (ISO) without any restrictive endorsements and acceptable to the CITY.
The CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 2010 (Additional Insured - Owners, Lessees, or CONTRACTORs).
The Policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.
The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

11.8 **Watercraft Liability.**
To the extent watercraft are utilized in the performance of the services required in the agreement, CONTRACTOR shall purchase and maintain, or cause its subCONTRACTORs to purchase and maintain, insurance which shall, at minimum, cover CONTRACTOR and subCONTRACTOR for injuries or damage arising out of use of all owned, non-owned and hired watercraft.
The insurance shall include CITY and tis members, officials, officers and employees as additional insureds.
The Policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.
The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate $1,000,000

11.9 **Professional Liability Insurance.**
Such insurance shall be on a form acceptable to CITY and shall CONTRACTOR for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement, including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims within (3) three years following the period for which coverage is required and which would have been covered had coverage been on an occurrence basis.

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

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

Each Claim/Occurrence	$1,000,000
Annual Aggregate	$1,000,000

General Conditions.
The insurance provided by CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONTRACTOR to self-insure, in whole or in part, one or more of the insurance coverage's required by this Agreement. CONTRACTOR shall pay on behalf of CITY or the CITY's officers or employees any deductible or self-insured retention applicable to a claim against the CITY or CITY's officers or employees. The required policies must be endorsed to provide CITY with thirty (30) days written notice of cancellation.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder:
CITY of Fort Pierce
Attn: Edward Seissiger
P.O. Box 1480
Fort Pierce, FL 34954-1480

Additional Insured for General Liability:
CITY of Fort Pierce and its members, officials, officers and employees

12. Written Authorization Required.

CONTRACTOR shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at CONTRACTOR's risk and without payment.

13. Notice.

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to CITY:
CITY of Fort Pierce
Purchasing Department
Attn: Gelencia Carter
100 N. US Hwy 1
Fort Pierce, FL. 34950

With a Copy To:
CITY of Fort Pierce
Engineering Department
Attn: Ed Seissiger
100 N. US Hwy 1
Fort Pierce, FL. 34950

As to CONTRACTOR:
Tetra Tech, Inc.
Attn: Brian Proctor
795 S. Federal Hwy, Suite 314
Stuart, FL. 34994-2936

14. Miscellaneous.

14.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

14.2 Representations and Warranties by CONTRACTOR. If CONTRACTOR is a corporation or a limited liability company, CONTRACTOR warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to

execute and deliver this Agreement, and the individual executing this Agreement on behalf of CONTRACTOR has been duly authorized to act for and bind CONTRACTOR.

14.3 Taxes. The CITY is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The CITY exemption number is on the face of the Purchase Order. CONTRACTOR shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the CITY.

14.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between CONTRACTOR and CITY and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of CITY and CONTRACTOR.

14.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

14.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

14.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the CONTRACTOR and CITY. Unless otherwise directed by CITY, CONTRACTOR shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of CITY or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the CITY Manager who shall reduce the decision to writing. The decision of the CITY shall be final and conclusive.

14.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

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

14.10 Verification of Employment Status. CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

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

CITY and CONTRACTOR have executed and delivered this Agreement to be effective as of the Effective Date.

Tetra Tech, Inc.

By:_____

Brain Proctor

Title:_____

Date:_____

City of Fort Pierce Florida

By:_____

Linda D. Hudson, Mayor

Date: _____

Approved as to form and
Correctness as to the CITY

By:_____

James M. Messer, Esq.
City Attorney

Attached: Exhibit A – Statement of Work

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR's performance of the Services shall (1) conform to the specifications and requirements of that certain Request for Qualifications, RFQ No. 2016-014, which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFQ, shall conform with CONTRACTOR's Response, dated June 28, 2016 ("CONTRACTOR's Response") which was submitted by CONTRACTOR in response to the Request for Qualifications and is incorporated by reference herein for all purposes. To the extent that the Request for Qualifications or CONTRACTOR's response conflicts with the terms of this Agreement, the terms of this Agreement shall control. To the extent that the CONTRACTOR's response conflicts with the Request for Qualifications, the Request for Qualifications shall control.

I. Project: Marina Permit Performance and Ecological Monitoring RFQ No. 2016-014

II. Services and/or Deliverables. CONTRACTOR will provide the following services and/or deliverables in support of the Project:

Services/Deliverables:

In June 2014, the CITY of Ft Pierce completed the construction of a 14.66 acre Island Breakwater System and the reconstruction of its marina facilities destroyed after the Hurricanes in 2004. The island breakwaters consist of 10 free form limestone islands, one large island made of sand armored with stone groins, and a tombolo point made of sand and stones. The State and Federal Permits issued for construction of these structures requires a minimum 5 years of ecological and structural stability monitoring of the islands, the compensatory mitigation and its surrounding environment. The objective of the monitoring is to establish that the islands are performing as planned without long term ecological harm and that the compensatory mitigation and other ecological features are progressing satisfactorily. The Scope of work is broken down into three separate primary tasks: ecological monitoring (habitats of the natural features of the islands and its seagrass mitigation), and performance monitoring for structural stability of the breakwater and State and Federal environment resource permitting as needed. To date, CONTRACTORs have completed the Baseline, Time Zero, First Semi-Annual and First Annual monitoring events.

2. <u>SCOPE OF SERVICES</u>

TASK 1 - PERFORMANCE MONITORING

The Scope of Work is for inspection and preparation of a monitoring report of the structural performance of the series of constructed breakwater islands located directly to the east of the Fort Pierce CITY Marina and waterfront. The CONTRACTOR must supply all labor and materials necessary to complete the required tasks. The issued state and federal permits required that the performance of the Islands be monitored in accordance with the approved Performance Monitoring Plan. There shall be three levels of inspections for the breakwater island structures.

These levels are as follows:

· Level 1 – Baseline survey after construction – ***Completed***

· Level 2 - Visual inspection:

All Breakwater Islands shall be visually inspected each year and after severe weather and special incidents. If Watch List items from previous visual inspections are determined to be degrading or if significant anomalies are identified during the inspection, follow-up level 3 surveys shall be required in the affected island(s).

· Level 3 - Topographic and hydrographic surveys:

A regularly scheduled comprehensive hydrographic survey shall be performed on all Island breakwaters at three-year intervals (at conclusion of year two of this contract). This survey shall involve all islands, including those surveyed in interim years. A regularly scheduled hydrographic survey shall be performed on the seafloor within 400 feet of the structures annually. An effort shall be made to conduct the comprehensive topographic survey and the hydrographic surveys simultaneously. This will help to give an overview of the entire site at an identifiable moment in time.

A special Level 3 survey will be conducted on affected islands if required by the results of a regularly scheduled or severe weather triggered Level 2 survey.

The inspections are in accordance with the Performance Plan which utilizes a tiered inspection approach that adjusts the required frequency and complexity of the inspection components depending on the recorded performance of the island structures. The performance plan also provides requirements for weather-triggered and special event inspections of the site.

The inspection components include above and below water visual inspections, digital photographs, topographic surveys and hydrographic surveys, and inspection reports including damage assessments and repair recommendations. The resulting reports are required to be submitted, upon review and approval, to the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, The Florida Fish and Wildlife Conservation Commission, and the Federal Emergency Management Agency.

The inspector shall visually inspect each breakwater island for general damage caused by current, tide, wave action and severe weather. The inspections will include both above water and below water visual observations of all breakwater island components. Inspectors should note and photograph, at a minimum, any of the following anomalies:

1. Overall structural instability of the island.
2. Formation of voids in armor stone layer (missing armor stones)
3. Displaced armor stones
4. Loss of fines from between armor stones
5. Exposure of the underlayer of stone
6. Change in shape of an island
7. Change in elevation of areas on an island
8. Areas of apparent vegetation damage or loss
9. Appearance or change of scouring patterns at the toe of rock structures
10. Buildup of transported island and/or natural material in open water areas
11. Exposure of filter fabric layers
12. Exposure of marine mattress layers
13. Damage to exposed sections of marine mattress layers
14. Exposed sections of Geotextile tube core
15. Damage to exposed sections of Geotextile tube core.

Inspectors shall set foot on each island in order to create a detailed written and photo documented description of existing physical conditions.

Reports documenting the results of the visual inspections shall be prepared and submitted within one month of the completion of the visual inspection. The report shall document in writing and with digital photography, any significant conditions including but not limited to:

a. Overall structural instability of the island.
b. Displaced armor stones
c. Change in shape of island where the shoreline changes in horizontal position by 3 feet or more
d. Change in elevation of areas of island by +/- 0.5 foot or more
e. Appearance of scouring patterns at the toe of rock structures when the scour depression is

greater than 0.5 ft deep and/or two or more armor stones are displaced from the toe of the structure
f. Buildup of transported island and/or natural material in open water areas greater +/- 1 foot
g. Exposure of filter fabric layers
h. Exposure of marine mattress layers
i. Damage to exposed sections of marine mattress layers
j. Exposed sections of Geotextile Tube core
k. Damage to exposed sections of Geotextile tube core.

Minor anomalies shall be identified in a Watch list section of the report for particular evaluation during the next visual inspection. Watch List items will continue to be listed until anomalies are deemed "stabilized", repairs are required and/or the conditions are eliminated.

If a previous visual inspection identified specific Watch List items, the inspector shall carefully compare the condition of the previously reported items with their current condition and determine if the condition is stable or degrading. Conditions triggering a follow-up topographic and /or bathymetric survey include:

1. Degraded condition of a previously identified Watch List item.
2. A significant anomaly noted in the current inspection

Dive operations associated with performance monitoring activities shall be conducted following commercial diving standards. A written Health and Safety Dive Plan compliant with all OSHA 29 CFR Part 1910, Subpart T – Commercial Diving Operations standards and Association of Diving CONTRACTORs International (ADCI) standards must be prepared and approved by the CITY prior to commencing any in water activities. Additionally, qualifications of the dive team members must be provided and approved prior to in water activities.

Topographic Survey Description:

The topographic survey consists of a collection of three dimensional coordinate data points obtained with measured survey grade instrumentation. Survey data for the breakwater islands needs to be collected along the centerline of each island and on parallel transects running east/west spaced at 25 feet along the centerline, with points collected every 10 feet or less along each line. The number of data points collected on each island will be sufficient so that a surface model and contour map for each island structure can be created. The surface and contour map need to portray the actual elevations and outlines of each island at the time the survey was obtained. Contour lines need to be prepared from the resulting data in one foot intervals. A plan view and three (3) cross sections of each island need to be consistent with previous efforts. The cross sections need to compare the design cross section, the 2014 "As Built" cross section, the 2015 survey data cross section and the current year cross sectional data.

The islands have been stationed off and a series of land based benchmarks were established on the islands in 2014 to ascertain elevations on the breakwater Islands. These benchmarks are maintained on the site by the Fort Pierce CITY Marina. The benchmarks are to be used to assess changes in the island's structure over time or after storm events.

All topographic surveys coordinates are in feet and relative to the following datum's:

· Horizontal: Florida State Plane Coordinate System East Zone (901) Transverse Mercator Projection, North American Datum, 1983 (NAD83)
· Vertical: National Geodetic Vertical Datum, 1929 (NGVD 29)

Hydrographic Survey:

The bathymetric/hydrographic survey of the project needs to be performed with hydrographic survey equipment controlled by a GPS unit with sub-meter accuracy. The number of data points collected should be sufficient so that a surface model and contour map of the seafloor can be created. This surface model and contour map accurately portray the seafloor contours at the time of the survey. The survey boundaries start at the south side of the south causeway bridge and extend from western shore of the IRL east to the eastern right of way line of the ICW and extends south 400 feet of Tern Island. Survey data for the seafloor will be collected on parallel transects running east/west spaced at 25 feet along the centerline, with points collected 10 feet or less along each line.

The hydrographic survey coordinates are in feet and relative to the following datums:

- Horizontal: Florida State Plane Coordinate System East Zone (901) Transverse Mercator Projection, North American Datum, 1983 (NAD83)
- Vertical: National Geodetic Vertical Datum, 1929 (NGVD 29)

A portion of the data obtained from the bathymetric survey will be analyzed under the parameters stated in the USACE Permit #SAJ 1993-41787 (transects every 400 feet over an extension of 3200 feet in the ICWW Federal Channel in the area adjacent to the project). A full comparison of the pre-construction and post-construction condition, at time-zero and one-year, is included in the Appendix of the reports. The cross sections and the "Isopach" (change of surface elevation/depth comparison) will show areas of deposition and/or scouring have occurred in the ICWW Federal Channel.

TASK 2- ECOLOGICAL MONITORING:

The Project's approved Environmental Resources Permits require the monitoring of the constructed habitats on the islands, the off-site seagrass mitigation, and the seagrass recruitment around the islands. The permits for both FDEP and the USACE differ relative to frequency of monitoring events for each agency. Below we have listed the specific monitoring requirement along with frequency.

Coastal Dune/Least Tern Habitat:

Monitoring of the dune habitat will occur annually at the end of the growing season. The monitoring protocol includes the use of line transects and two-meter quadrats to identify percent survival of planted species and species naturally recruiting to the area. It must also document coverage of any exotic or nuisance species. Coastal dune monitoring transect locations are identified in the Monitoring Plan (2009) and adjusted in the field as necessary in order to capture representative conditions on site and ensure adequate spacing between transects. Four permanent coastal dune transects were established across the width of the Island by recording the beginning and end of each transect using a Trimble® Differential Global Positioning System (DGPS) and marking with PVC stakes. This will enable scientists to easily locate transects during future monitoring events. The dune transects range from 35 to 50 m, depending on the width of the Island at a given transect. Figure 1 illustrates the coastal dune vegetation transect locations. Quadrat stations were determined in the field by selecting evenly-spaced meter intervals along one dune transect and applying the same intervals at successive dune transects. Seven quadrats were placed along each of the four dune transects for a total of 28 dune stations. The fourth quadrat (Q4) of every transect is located on top of the berm where no vegetation was planted. A 2-m^2 quadrat was used to monitor dune habitat, alternating sides of the transect with each interval (i.e., Quadrat 1N=north side of transect, Quadrat 2=south side of transect, Quadrat 3N=north side of transect, etc.).

Mangroves:

Mangrove monitoring will occur annually for FDEP and semi-annually for USACE in years 2 and 3. Mangrove monitoring transect locations were identified in the Plan (2009) and adjusted in the field as necessary in order to capture representative conditions on site and ensure adequate spacing between transects. Four permanent mangrove transects were established on the western perimeter of the Island and five on the eastern/southern perimeter by recording the beginning and end of each transect using a Trimble® Differential Global Positioning System (DGPS) and marking with PVC stakes. Each of the nine mangrove transects on the Island are 30 meters (m) in length. Figure 1 illustrates the mangrove transect locations. Quadrat stations were determined in the field by haphazardly selecting locations at various meter intervals along one mangrove transect and applying the same intervals at successive mangrove transects. Six quadrats were placed along each of the nine mangrove transects for a total of 54 mangrove stations (24 on the west side and 30 on the east side). A two square-meter (2-m^2) quadrat centered on the transect will be used to sample mangrove habitat. All transects run from north to south/east to west.

Oysters:

Monitoring will be conducted semi-annually for the FDEP in year 2 and annually in year 3. For the USACE, the monitoring of oyster should be semi-annually for years 2 and 3. In order to account for oyster recruitment and survival on deployed oyster habitat, monitoring will occur bi-annually during the first two years post-deployment, and annually for the next three years (for a total of 5-years). For reasonable levels of success to be determined, recruitment, settlement, and survival of juvenile and adult oysters must be shown to increase over time. Although levels of spat recruitment or adult survivability may vary from year to year, an overall increase in community structure and area must be shown.

Haphazardly placed Vexar® mats (18 inches square in size with thirty-six (36) high shell fraction coquina fragments attached to each mat) were secured at the sampling locations throughout the selected constructed islands. This design is incorporated from a study conducted by Lisa Wall titled, "Recruitment and Restoration of the oyster, *Crassostrea virginica*, in Areas with Intense Boating Activity in Mosquito Lagoon, Florida in 2001." Thirteen (13) mats were sampled along both the protected and exposed sides of Tern Island and 1 or 2 two mats each for the freeform islands with created oyster habitat (Fishhook, Snook, Starfish, and Manatee) for a total of 19 monitoring stations. The mats will be removed in order to count the number of recruited oysters during monitoring. Once removed, the live oysters on each substrate shell will be counted and the mats subsequently returned to their original sampling locations. Photographic and written documentation of each mat will be used to track oyster recruitment and abundance over extended periods. All collected data will be utilized to find the number of spat or live oysters per recruitment mat and per meter square. An average will be taken for the number of species found per meter squared area.

Water quality parameters will be collected using a multi-parameter probe and data logger (e.g. YSI). Data to be collected included temperature, dissolved oxygen, pH, and conductivity. Finally, data will be collected on both floral and faunal diversity found within and around created oyster habitats, with particular attention paid to attached organisms and algae that may foul oyster habitat and affect spat settlement. A nearby background or control site was established for comparison to the project location. This natural oyster reef, located adjacent to the southeast portion of Jack Island, will be monitored using ¼-m^2 quadrats to count the number of live oysters.

The original proposed monitoring protocol has not been shown to be very effective due to limited substrate and optimal placement of mats in the intertidal zone. Additional haphazard transects were established to account for recruitment on the structure itself. See figure 2a for oyster transect locations.

Seagrass:

All seagrass monitoring will be performed annually with data collection to occur in May. For reasonable

levels of success to be determined, levels of recruitment, settlement, and survival of seagrasses in the project and mitigation areas must be shown to increase over time. Although the settlement of individual species of seagrass may vary, success is based on total area of seagrass coverage. In order to accurately assess and document the levels of recruitment, settlement, and survival of seagrasses in the project and mitigation areas, high resolution seagrass mapping will be conducted on an annual basis. Separate figures depicting and quantifying the areal cover by seagrasses species and percent cover class are required. Mapping results should be accurate and repeatable in order to assess changes over time. A pre-construction mapping output is provided as an example (see Figure 3a) of the surveys that have been completed to date. All staff responsible for collecting benthic data should be skilled in identification of benthic organisms of south Florida and have documented experience conducting high resolution benthic mapping and characterization.

Seagrass mapping will be conducted within five separate areas (marina survey, island breakwater survey area, seagrass area 1, spoil island SL-9A, dredge hole, and the propeller scar seagrass protection zone). The cumulative areal extent of the five survey areas is 114.1 acres. The marina survey (island breakwater survey) area includes a 400-foot (ft.) radius around the island breakwaters excluding the foot print of the Fort Pierce Marina lease boundary, and two of the three Corps permit-required survey areas (seagrass areas 2 and 3). The Corps-designated seagrass survey area 1 is described separately due its location. The three approved mitigation areas (spoil island SL-9A, dredge hole, and the propeller scar mapping [seagrass protection zone]) include a 100-ft. buffer surrounding the mitigation footprint. Figure 4 presents the extent and locations of each of the five surveys areas. Part of the mitigation for the USACE consisted of creation of 5 acres of seagrass in around the island breakwaters.

In addition to the mapping described above, eleven permanent transects were established within the marina survey area during the Time Zero monitoring event. Seagrass percent coverage will be recorded using 1 m^2 quadrats at ten evenly-spaced intervals along each of the eleven transects for a total of 110 replicates (10 quadrat samples per transect). A modified Braun-Blanquet (B-B) method (Braun-Blanquet, 1932; Fourqurean et al., 2001; Kirsch et al., 2005) will be used to determine seagrass cover. Each quadrat will be visually inspected for seagrass and assigned a cover-abundance scale value (B-B score). B-B scores will be assigned based on cover estimates of the total resource projection over the substrate when visually inspected from directly above.

Photographic documentation will be required for all survey activities. Representative images will be captured from known locations. GPS coordinates for each image or set of images will be required.

Limerock:

In order to account for hard-bottom species recruitment onto the installed lime-rock habitats, monitoring of all installed lime-rock islands. Recruitment, settlement, and survival of a variety of hard bottom species shall be documented over time. Hard-bottom communities are dominated by gorgonians, algae, sponges, and a few stony coral species. Success is based on an overall increase in biological community structure and the area must be shown to provide habitat for fish and invertebrate species. Additional roving diver observations will also be recorded for motile species. Visual inspections and photo-documentation shall be used to describe species found on and among the limerock (hard-bottom) habitat. Monitoring should be conducted semi-annually for FDEP. No limerock monitoring is required for USACE. A total of 15 transects and 45 quadrats (3 quadrats per transect) shall be monitored within the limerock habitat.

Table 1-1 Indicates event timelines for each associated task also which agency the reporting is required

Table 1-1. Summary of Project Permit Requirements

Monitoring Requirement	Parameter(s) Monitored	Schedule
Task 2 Ecological Monitoring	Seagrass mapping within 400 feet of Breakwaters, Areas, 1, 2, and 3 (USACE only)	July 2016+, May 2017+, May 2018+, May 2019+
	Dredge Hole Monitoring and Seagrass Beds within 100 feet	July 2016, Oct 2016+, May 2017, May 2018, May 2019
	Prop scar Monitoring and associated signage	July 2016, Oct 2016+, May 2017, May 2018, May 2018
	Spoil Island SL 9 A scrape down monitoring (state only)	July 2016*, Oct 2016*,May 2017*, May 2018*, May 2019*
	1.54 acres of Mangrove Habitat	July 2016, Oct+ 2016, May 2017, Oct 2017+, May 2018, May 2019
	1.23 Acres of Oyster Habitat (19 monitoring stations) along with reference sites and additional transects established on Island Structures	July 2016, Oct 2016+, May 2017, October 2017+, May 2018, May 2019
	28 Dune Transects (In the monitoring plan but not part of Mitigation Plan)	May 2016
	Lime Rock (In monitoring Plan but not part of Mitigation plan)	May 2016
Task 1 Performance Monitoring	Level 2 Inspection (Annual Visual)	July 2016, May 2017, May 2018, May 2019
	Level 3 Inspection Topographic Survey	May 2017 or as needed based on Level 2 inspection
	Level 3 Bathymetric Survey	May 2017 or as needed based on Level 2 Annual Inspection
	ICW Bathymetric Survey and Cross-sections	July 2016, May 2017, May 2018, May 2019

+ USACE Only; * State only

City Commission Regular Meeting **Agenda Item # 10. e.**

Meeting Date: 10/03/2016

Re: Installation of Floating Mats within Moore's Creek

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval of Beemats proposal in the amount of $10,752 for the installation of three floating vegetated mats within Moore's Creek.

SUMMARY:

The proposal is to install floating vegetative islands in order to provide water quality benefits to the existing 2,382 acre drainage basin discharging into the creek and ultimately into the Indian River Lagoon.

This system consists of mats made of buoyant material, fitted with perforated pots, and then planted with specific aquatic plants to absorb and store excess nitrogen and phosphorus from the water column.

Three floating “islands” will be installed and anchored for a total growing surface of 1,536 sq. feet.

RECOMMENDATION:

Engineering recommends approval and acceptance of the proposal as submitted by Beemats, LLC. in the amount of $10,752.

ALTERNATIVES:

Eliminate potential for improved water quality or research more economical alternatives to remove excess nutrients.

RESPONSIBLE STAFF:

Engineering Department.

COORDINATED WITH:

Public Works.

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	403-4300-538.34-90
Amount:	$10,752

OTHER INFORMATION:

The installation cost of $10,752 will be funded from SMU Revenue Account No. 403-4300-538.34-90.

Attachments

Proposal_Installation_Beemats_LLC_071116

Aerial Map&Configuration_Moore's Creek_100316

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/21/2016 09:16 AM
Finance Department	Johnna Morris	09/26/2016 12:48 PM
City Manager	Nick Mimms	09/27/2016 01:07 PM

Form Started By: Dina Hermoso Started On: 09/16/2016 07:23 AM

Final Approval Date: 09/27/2016

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

Proposal

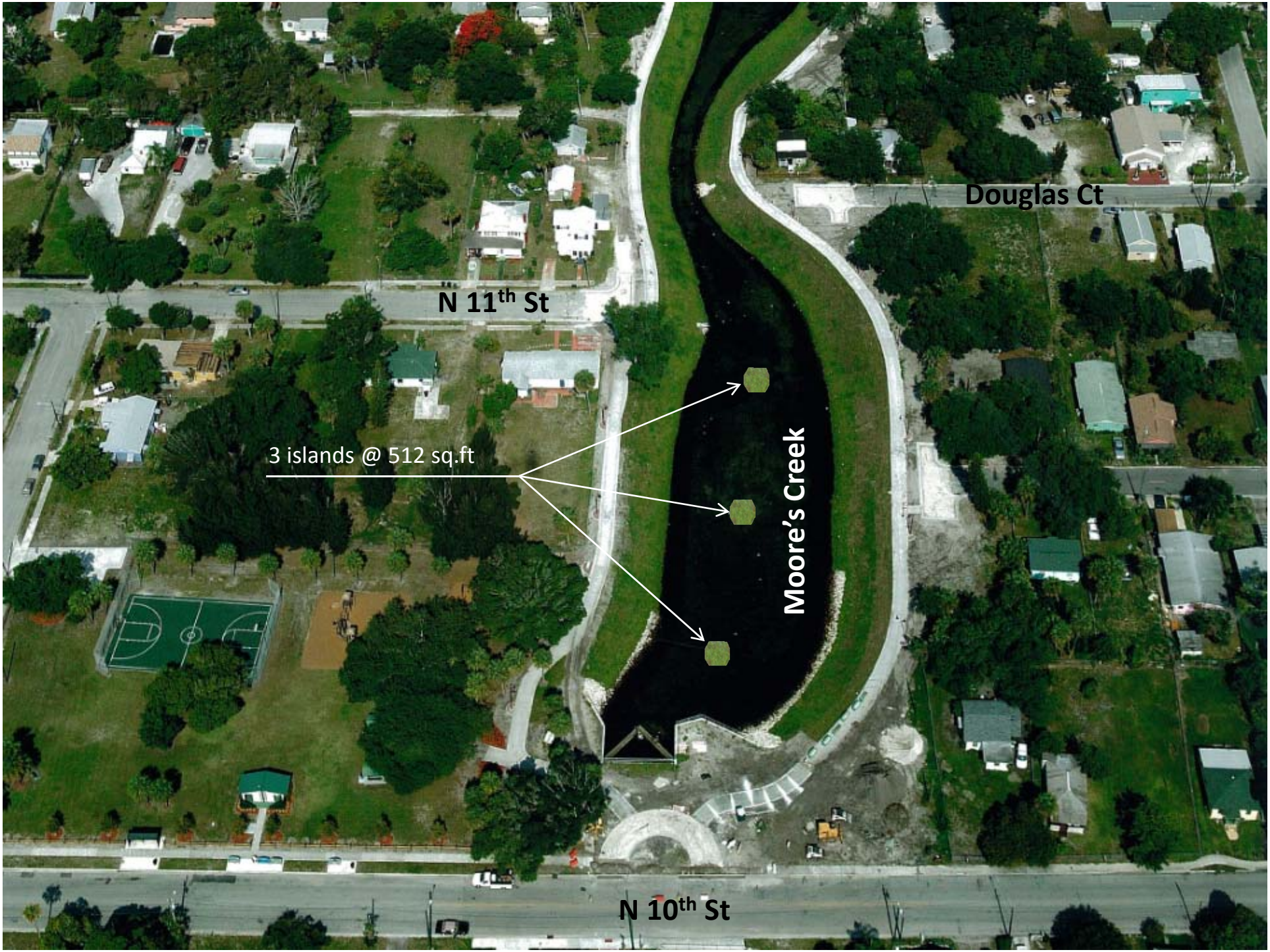
7/11/2016

City of Fort Pierce
PO Box 1480
Fort Pierce, Fl 34954-1480
John Andrews
City Engineer

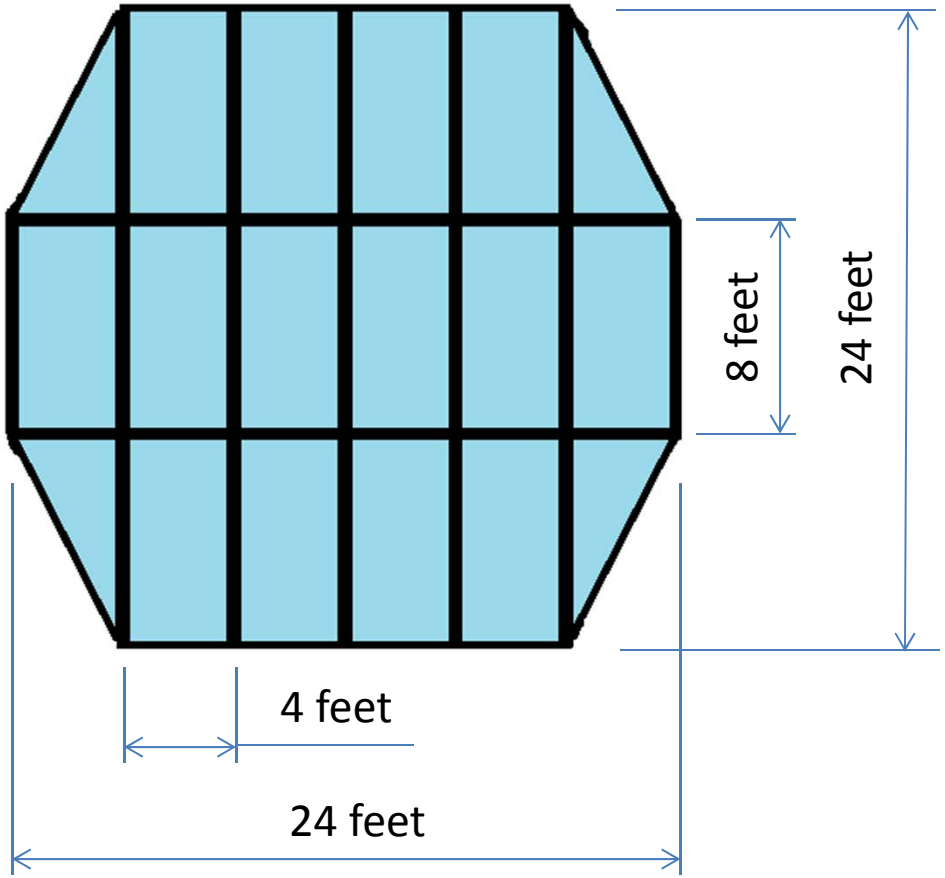
Project
MOORE CREEK

Quantity	Description	Rate	Total
	MOORE CREEK		
1,536	sq. ft. -Mat System Assembled into islands, with Plants INSTALLED	7.00	10,752.00
	3 islands @ 512 sq. feet each		

Subtotal	$10,752.00
Sales Tax (6.5%)	$0.00
Total	$10,752.00


Douglas Ct
N 11th St
3 islands @ 512 sq.ft
Moore's Creek
N 10th St

512 square feet



City Commission Regular Meeting **Agenda Item # 10. f.**

Meeting Date: 10/03/2016

Re:

SUBJECT:

Approve final documents authorized for execution at the September 6, 2016 meeting in the City of Fort Pierce vs. Petroleum Marine Consultants, LLC litigation.

Attachments

Final Documents

Form Review

Form Started By: Linda Cox Started On: 09/28/2016 01:56 PM

Final Approval Date: 09/28/2016

SETTLEMENT AGREEMENT

_____SPACE ABOVE THIS LINE FOR RECORDING DATA)_____

KNOW ALL PERSONS BY THESE PRESENTS:

That the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, ("First Party"), for and in consideration of the sum of **TWO HUNDRED AND SEVENTY-FIVE THOUSAND AND no/100 ($275,000.00) DOLLARS**, or other valuable considerations, from or on behalf of **PETROLEUM MARINE CONSULTANTS, LLC; ROCKHILL INSURANCE COMPANY; and YORK RISK SERVICES GROUP**; and all individuals, persons, or corporations in privity with them ("Second Party"), the receipt of whereof is hereby acknowledged. (Wherever used herein the terms "First Part" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

HEREBY remiss, release, acquit, satisfy, and forever discharge the said Second Party, of an from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against said Second Party, for, upon or by reason of any matter, cause of thing whatsoever, arising from First Party's Breach of Contract and Negligence Claim as set forth in the case of City of Fort Pierce, a Florida Municipal Corporation, Plaintiff vs. Petroleum Marine Consultants, LLC and RGD & Associates, Inc., Defendants, filed in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, under civil case number 562014CA001984 (the "Lawsuit"). This LIMITED RELEASE is only of the claims that First Party had, has, or may have against Second Party that could have been raised in the Lawsuit. It is not intended to be a GENERAL RELEASE of any other past, present, or future claims that First Party has or may have against Second Party which are unrelated and/or do not arise in any manner from the claims asserted in the Lawsuit.

First Party and Second Party, by this **SETTLEMENT AGREEMENT**, agree to bear their own costs and attorney fees in the prosecution/defense of the Lawsuit. Second Party shall pay First Party the **$275,000.00** within fifteen (15) days of notification of City of Fort Pierce Commission approval of this **SETTLEMENT AGREEMENT**. First Party will file with the

Court a Notice of Voluntary Dismissal with Prejudice of Second Party in the Lawsuit (1) upon execution of this **SETTLEMENT AGREEMENT** by both parties; and (2) upon First Party's receipt and bank clearance of Second Party's settlement check; and will execute and deliver a **LIMITED RELEASE** to Second Party in the form attached hereto as Exhibit "A".

It is understood and agreed that the payment made herein is not to be construed as an admission of any liability by or on behalf of the Second Party; but, instead, the monies being paid hereunder as consideration for the Release attached as Exhibit "A" hereto, is being given to avoid litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Second Party.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24 day of September, 2016.

Signed, sealed and delivered in the presence of:

Paul J Dyle
PETROLEUM MARINE CONSULTANTS, LLC

Witness:
Linda L Richardson

Witness:

STATE OF ~~FLORIDA~~ North Carolina
County of Brunswick

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Paul J Dyle for **PETROLEUM MARINE CONSULTANTS, LLC**, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of September, 2016.

Kamryn Latta
Notary Signature-State of ~~Florida~~ North Carolina
Printed: Kamryn Latta
My Commission Expires: July 20, 2021

Personally Known _____ OR Produced Identification SC drivers License

Type of Identification Produced SC drivers License

KAMRYN LATTA
NOTARY PUBLIC
Brunswick County
North Carolina
My Commission Expires July 20, 2021

CITY OF FOR PIERCE, a Florida Municipal corporation

_____/

Linda Hudson, Mayor

Witness:

_____/

Witness:

_____/

Approved as to form and correctness

_____/

James M. Messer, City Attorney

STATE OF FLORIDA
County of St.Lucie

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ for the **CITY OF FORT PIERCE**, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

_____/

Notary Signature-State of Florida
Printed:
My Commission Expires:

Personally Known _____OR Produced Identification_____

Type of Identification Produced _____.

Return to:

LIMITED RELEASE

Garrison M. Dundas, Esquire
Hayskar, Walker, Schwerer, Dundas & McCain, PA
Renaissance Financial Center
130 South Indian River Drive, Suite 304
Fort Pierce, FL 34950

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

KNOW ALL MEN BY THESE PRESENTS:

That the **CITY OF FORT PIERCE, a Florida Municipal Corporation,**

First Party, for and in consideration of the sum of **TWO HUNDRED AND SEVENTY-FIVE THOUSAND and NO/100 ($275,000.00) Dollars**, or other valuable considerations, received from or on behalf of

PETROLEUM MARINE CONSULTANTS, LLC; ROCKHILL INSURANCE COMPANY; and **YORK RISK SERVICES GROUP**; and all individuals, persons, or corporations in privity with them, Second Party, the receipt whereof is hereby acknowledged. (Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, arising from First Party's Breach of Contract and Negligence Claim as set forth in the case of City of Fort Pierce, a Florida Municipal Corporation, Plaintiff vs. Petroleum Marine Consultants, LLC and RGD & Associates, Inc., Defendants, filed in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, under civil case number 562014CA001984 (the "Lawsuit"). This LIMITED RELEASE is only of the claims that First Party had, has, or may have against Second Party that could have been raised in the Lawsuit. It is not intended to be a GENERAL RELEASE of any other past, present, or future claims that First Party has or may have against Second Party which are unrelated and/or do not arise in any manner from the claims asserted in the Lawsuit.

The First Party further releases, acquits, and forever discharges the Second Party for any claim or claims for bad faith or extra-contractual damage claims of any nature arising out of the investigation, claims handling and/or adjustment of claims arising from the matters that are the subject of the Lawsuit. The First Party specifically acknowledges and agrees that this settlement shall operate to release all such claims, whether or not the same were specifically litigated in the Lawsuit.

EXHIBIT "A"

It is understood and agreed that the payment made herein is not to be construed as an admission of any liability by or on behalf of the Second Party; but, instead, the monies being paid hereunder as consideration for this release are being given in order to avoid litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Second Party.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this ____ day of _____, 2016.

Signed, sealed and delivered in presence of:

_____
Linda Hudson, Mayor

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ for the CITY OF FORT PIERCE, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that they executed same.

Personally Known _____ or Produced Identification _____

Type of Identification _____.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

(seal)

_____
Notary Public
State of Florida

City Commission Regular Meeting **Agenda Item # 10. g.**

Meeting Date: 10/03/2016

Re: Blanket Purchase Order Approval

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

SUBJECT:

Approval of blanket purchase orders for the Police Department for FY2017 in an amount not to exceed $365,081.00.

SUMMARY:

All of the Police Department Bureaus will purchase equipment, services and materials from the vendors with the best price and products to meet the Police Department's specific needs. Please see the attached list for amounts and descriptions of the requested vendors.

RECOMMENDATION:

Staff recommends approval of the request.

ALTERNATIVES:

The alternative would be to issue individual purchase orders for every purchase, which would be very time consuming and will lead to inefficiencies.

RESPONSIBLE STAFF:

Deputy Chief Norris
Sergeant Schramm
Stephanie Smith, Fiscal Manager

COORDINATED WITH:

Deputy Chief Norris
Sergeant Schramm
Stephanie Smith, Fiscal Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	001.3000.521.0000
Amount:	365,081.00

FISCAL IMPACT:

There are various account codes. All items are budgeted in the Police Department's FY2017 budget. See the attached list of vendors and account codes.

Attachments

FY2017 Blanket Annual Purchase Orders

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/26/2016 10:17 AM
Finance Department	Johnna Morris	09/26/2016 12:48 PM
City Manager	Nick Mimms	09/27/2016 01:08 PM

Form Started By: Stephanie Smith Started On: 09/16/2016 03:12 PM

Final Approval Date: 09/27/2016

FY2017 Police Department Budget

Staff – 001.3001.521.

3130 – Police Law Institute – North Liberty, IA **$12,394**
- Legal Training/ Monthly Legal Updates - Single Source

Support Services – 001.3002.521.

3510 – Indian River Crime Laboratory - Fort Pierce, FL **$149,734**
- Crime Laboratory Support – Bid # 4946 - Single Source

4110 – Verizon Wireless – Dallas, TX **$77,000**
- Cellular Services –FL State Contract/SUNCOM DMS1011-008C

4651 – Bartow Ford – Bartow, FL **$20,734**
- Fleet equipment – Charlotte County Contract, Bid #2015000418

4680 - EMCI, Wireless – Fort Pierce, FL **$10,000**
- Fleet Motorola Radio Maintenance and Repairs - Single Source

5150 - Staples Advantage – Tampa, FL **$20,000**
- Office Supplies – FL State Contract Office & Educational Consumables 618-000-11-1

5250 – Day Dreams Uniforms – Port St. Lucie, FL **$20,000**
- Police Uniforms – Single Source

5250 – SRT Supply – St. Petersburg, FL **$11,000**
- 5.11 Tactical Uniforms – Group 5 - FL State Contract- Defense Products 46000000-15-1

5251 – Florida Bullet, Inc. – Clearwater, FL **$34,219**
- Ammunition – Sole Source

5251 – GT Distributors, Inc. – Austin, TX **$10,000**
- Safariland Leather gear – Group 4 - FL State Contract- Defense Products 46000000-15-1

City Commission Regular Meeting **Agenda Item # 10. h.**

Meeting Date: 10/03/2016

Re: Bulletproof Vest Partnership (BVP) - Blanket PO Request

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

SUBJECT:

Approval to create a blanket purchase order in an amount not to exceed $16,319.75 to secure bulletproof vest for its officers through the Department of Justice Bulletproof Vest Partnership (BVP) program.

SUMMARY:

The police department requests approval to create a blanket purchase order to secure bulletproof vest for its officers through the Department of Justice Bulletproof Vest Partnership (BVP) program in the amount of $16,319.75

The Bulletproof Vest Partnership (BVP) program is a US Department of Justice grant that covers 50% of the cost for bullet resistant body armor for Officers. The $16,319.75 P.O. request represents the BVP funding amount of $8,227.49, plus the 50% match of $8,227.49.

The Department of Justice will award funding to cover 50% of the cost of the project with the City of Ft. Pierce providing the required 50% match.

RECOMMENDATION:

Approve the request.

ALTERNATIVES:

Proceed as directed by City Commission.

RESPONSIBLE STAFF:

Deputy Chief Frank Amandro

COORDINATED WITH:

Anthony Maynard, Grant Coordinator

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

Account: 10130055215251

Amount: 16319.75

OTHER INFORMATION:

The Bulletproof Vest Partnership grant requires a 50% match of $8,227.49. Project Code: BP2015

Attachments

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/26/2016 10:10 AM
Finance Department	Johnna Morris	09/26/2016 12:48 PM
City Manager	Nick Mimms	09/27/2016 04:48 PM

Form Started By: Anthony Maynard Started On: 09/15/2016 11:18 AM

Final Approval Date: 09/27/2016

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 9/13/2016

VENDOR:		Department/Division
		ALL
GT Distributors - Vendor 71141 8725 Youngerman Ct. Ste 305 Jacksonville, Fl 33224 800.443.6283 www.gtdist.com		Account Number 101.3005.521.5251 Com. Code:
	PROJECT CODE: BP2015	Needed For NPB

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
					$0.00
29	Ea.	American Body Armor (ABA) - BA-2000S-XT03		$562.75	$16,319.75
		Type II - Bulletproof Vests.			
		Purchase Order not to exceed $16,454.98			$0.00
		(BVP Award $8,227.49 + Match $8,227.49)			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				$0.00	$0.00
					$0.00
					$0.00
				Total	$16,319.75

REMARKS:

Attention- Sandi White

*** 50% match required on vest purchases ($8,227.49)**
*** GRANT PURCHASE - Grant Title: OJP BulletProof Vest Program**
*** Grant # BP2015-BUBX15080237/Project Code - BP2015**
*** State Contract # 68085011-1**

Contact Information:
Anthony Maynard, Grant Coordinator
772.467.6812 cell
772.461.2005
amaynard@fppd.org

Requested By: Anthony Maynard

Approved By:

Approved Date: 9/6/16

ss/Z:\BPV Grant\2016 Purchase Order for BP2014 (2)/BLANK

9/20/2016

INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE

CITY MANAGER

TO : Frank Amandro, Interim Chief of Police

FROM : Robert J. Bradshaw, City Manager

RE : **Funding Opportunity: Department of Justice-Bulletproof Vest Partnership (BVP) Program**

DATE : May 5, 2015

At the May 4, 2015 meeting, the Fort Pierce City Commission approved the request to submit and accept a grant application for Department of Justice funding not to exceed $30,000 under the Bulletproof Vest Partnership (BVP) Program.

RJB:aw

c: Melissa Alexander, Payroll Specialist
Gloria Johnson, Director of Finance



APPLICATION SUMMARY

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: FT PIERCE CITY, FL

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

Date Submitted to BVP:	05/13/15
Application Status:	Approved by BVP

APPLICATION PROFILE

Participant	FT PIERCE CITY
Fiscal Year	2015
Number of Agencies Applied	0
Total Number of Officers for Application	112
Number of Officers on Approved Applications	112

APPLICATION PROFILE

Fiscal Year		2015
Vest Replacement Cycle		5
Number of Officers		112
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	10

APPLICATION SUMMARY FOR FY 2015 REGULAR SOLICITATION

Applicant	Quantity	Total Cost	Date Submitted	Status
FT PIERCE CITY	30	$16,852.50	05/13/15	Approved by BVP View Details
Grand Totals:	30	$16,852.50		

AWARD SUMMARY FOR FY 2015 REGULAR SOLICITATION

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$16,852.50	$8,227.49	08/11/15	Approved by BVP
Grand Totals:	$16,852.50	$8,227.49		

FL	DAYTONA BEACH CITY	$23,775.14	60
FL	DAYTONA BEACH SHORES CITY	$3,343.23	8
FL	DELRAY BEACH CITY	$10,296.75	35
FL	DESOTO COUNTY	$9,304.05	28
FL	DUVAL CO SCH DIST	$5,859.72	23
FL	EDGEWATER CITY	$3,317.36	15
FL	EUSTIS CITY	$4,349.92	10
FL	FELLSMERE CITY	$590.73	2
FL	FLORIDA CITY	$1,027.67	5
FL	FORT MYERS CITY	$14,646.18	50
FL	FORT WALTON BEACH CITY	$3,344.21	10
FL	FT PIERCE CITY	$8,227.49	30
FL	GADSDEN COUNTY	$9,366.82	38
FL	GREENACRES CITY	$7,384.60	25
FL	GULF STREAM TOWN	$1,098.46	5
FL	GULFPORT CITY	$3,986.10	14
FL	HALLANDALE CITY	$7,157.49	20
FL	HARDEE COUNTY	$6,296.83	17
FL	HENDRY COUNTY	$10,695.74	39
FL	HIGHLANDS COUNTY	$9,965.26	45
FL	INDIAN RIVER COUNTY	$19,809.45	66
FL	JACKSONVILLE BEACH CITY	$3,808.01	10
FL	JUNO BEACH TOWN	$1,991.03	6
FL	JUPITER TOWN	$3,893.93	16
FL	KEY WEST CITY	$24,346.71	59
FL	KISSIMMEE CITY	$10,750.30	30
FL	LADY LAKE TOWN	$4,947.48	12
FL	LAKE MARY CITY	$2,319.95	8
FL	LAKE WALES CITY	$1,766.68	8
FL	LAKELAND CITY	$12,390.67	40
FL	LANTANA TOWN	$9,411.50	27
FL	LAUDERHILL CITY	$20,700.55	45
FL	LIGHTHOUSE POINT CITY	$3,350.64	10
FL	MARGATE CITY	$5,694.43	20
FL	MARIANNA CITY	$878.67	4
FL	MELBOURNE BEACH TOWN	$593.17	2
FL	MELBOURNE VILLAGE TOWN	$732.31	3
FL	MOUNT DORA CITY	$2,278.26	8
FL	NAPLES CITY	$10,870.31	32
FL	NASSAU COUNTY	$4,978.84	21
FL	NORTH MIAMI BEACH CITY	$8,172.57	30
FL	NORTH MIAMI CITY	$6,385.73	20
FL	NORTH PALM BEACH VILLAGE	$4,853.41	16
FL	NORTH PORT CITY	$8,670.54	24
FL	OAKLAND TOWN	$1,522.48	4
FL	OCALA CITY	$12,626.18	48
FL	OCEAN RIDGE TOWN	$3,367.92	12

JTIC Justice Technology Information Ce

A program of the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice.

Additional Information Regarding NIJ Body Armo Compliant Product List for NIJ STD-0101.06

If the National Institute of Justice (NIJ) determines that a model meets the requirements of the standard and the NIJ Compliance Testing Program (CTP), NIJ will include the armor on the NIJ Compliant Product List (CPL). The armor will be shown in a table as illustrated below. Scroll down to learn more about each term.

Threat Level	Model Designation	Gender	Opening	Accessory	Size Range *(Highlighted Boxes)*	Warranty	CPL Commer

Listed Company

The Listed Company name that appears above the table is what you will also see on the label of the ballistic panels. The Listed Company is not necessarily the manufacturer of the vest.

Contact Information

The information shown here below the Listed Company name is provided by the company. It generally refers to the headquarters or sales office. The address is not necessarily the location of manufacture of the vest.

Threat Level

Manufacturers specify prior to testing the threat level for which the vest is designed. All models listed on the CPL are tested to one or more of the five defined threat types. The types are defined in Chapter 2 of tl standard, and are listed here again:

IIA: Compliance at Type IIA requires that new and unworn armor samples protect against 9 mm Fu Metal Jacketed Round Nose (FMJ RN) bullets with a specified mass of 8.0 g (124 gr) and a velocit of 373 m/s ± 9.1 m/s (1225 ft/s ± 30 ft/s) and with .40 S& W Full Metal Jacketed (FMJ) bullets wit a specified mass of 11.7 g (180 gr) and a velocity of 352 m/s ± 9.1 m/s (1155 ft/s ± 30 ft/s).

Compliance at Type IIA also requires that conditioned armor samples protect against 9 mm FMJ R bullets with a specified mass of 8.0 g (124 gr) and a velocity of 355 m/s ± 9.1 m/s (1165 ft/s ± 30 ft/s) and with .40 S& W FMJ bullets with a specified mass of 11.7 g (180 gr) and a velocity of 325 m/s ± 9.1 m/s (1065 ft/s ± 30 ft/s).

II: Compliance at Type II requires that new and unworn armor samples protect against 9 mm FMJ RN bullets with a specified mass of 8.0 g (124 gr) and a velocity of 398 m/s ± 9.1 m/s (1305 ft/s ± 30 ft/s) and with .357 Magnum Jacketed Soft Point (JSP) bullets with a specified mass of 10.2 g (158 gr) and a velocity of 436 m/s ± 9.1 m/s (1430 ft/s ± 30 ft/s).

Compliance at Type II also requires that conditioned armor samples protect against 9 mm FMJ RN bullets with a specified mass of 8.0 g (124 gr) and a velocity of 379 m/s ±9.1 m/s (1245 ft/s ± 30 ft/s) and with .357 Magnum JSP bullets with a specified mass of 10.2 g (158 gr) and a velocity of 408 m/s ±9.1 m/s (1340 ft/s ± 30 ft/s).

IIIA: Compliance at Type IIIA requires that new and unworn armor samples protect against .357 SI FMJ Flat Nose (FN) bullets with a specified mass of 8.1 g (125 gr) and a velocity of 448 m/s ± 9.1 m/s (1470 ft/s ± 30 ft/s) and with .44 Magnum Semi Jacketed Hollow Point (SJHP) bullets with a specified mass of 15.6 g (240 gr) and a velocity of 436 m/s ± 9.1 m/s (1430 ft/s ± 30 ft/s).

Compliance at Type IIIA also requires that conditioned armor samples protect against .357 SIG FM FN bullets with a specified mass of 8.1 g (125 gr) and a velocity of 430 m/s ± 9.1 m/s (1410 ft/s ± 30 ft/s) and with .44 Magnum SJHP bullets with a specified mass of 15.6 g (240 gr) and a velocity of 408 m/s ± 9.1 m/s (1340 ft/s ± 30 ft/s).

III: Compliance at Type III for hard armor or plate inserts requires that samples be tested in a conditioned state with 7.62 mm FMJ, steel jacketed bullets (U.S. Military designation M80) with a specified mass of 9.6 g (147 gr) and a velocity of 847 m/s ± 9.1 m/s (2780 ft/s ± 30 ft/s).

Compliance at Type III for flexible armor requires that samples be tested in both the "as new" state and the conditioned state with 7.62 mm FMJ, steel jacketed bullets (U.S. Military designation M80) with a specified mass of 9.6 g (147 gr) and a velocity of 847 m/s ± 9.1 m/s (2780 ft/s ± 30 ft/s).

IV: Compliance at Type IV for hard armor or plate inserts requires that samples be tested in a conditioned state with .30 caliber armor piercing (AP) bullets (U.S. Military designation M2 AP) wit a specified mass of 10.8 g (166 gr) and a velocity of 878 m/s ± 9.1 m/s (2880 ft/s ± 30 ft/s).

Compliance at Type IV for flexible armor requires that samples be tested in both the "as new" state and the conditioned state with .30 caliber AP bullets (U.S. Military designation M2 AP) with a specified mass of 10.8 g (166 gr) and a velocity of 878 m/s ± 9.1 m/s (2880 ft/s ± 30 ft/s).

Model Designation

The Model Designation is the name or alphanumeric code that an Applicant uses to uniquely identify a particular model. An Applicant may sometimes also use more recognizable product or marketing names to sell the vest after testing. The label should also state the NIJ Model Designation so that a user can reference back to the CPL.

Gender

The standard does not specifically address male, female or gender-neutral armor. Instead, the standard addresses planar vs. nonplanar panels. Male armor panels are typically considered to be planar and female armors are typically considered to be nonplanar due to shaping to conform to the female physiqu Gender-neutral armor panels are typically tested as planar armor. All hard armor plates are typically considered to be gender neutral. It is recommended that female officers be fitted for soft body armor specifically designed for females due to the need for the vest to match the physical profile of the wearer.

Opening

Armors that are designed to be front-opening versus armors that are designed to be attached at the side must be tested separately. This box will identify how the armor was tested and designed to be worn.

Accessory

Currently all models listed on the CPL are body armor intended to be worn on the front and back torso. In the future, if the CTP allows testing of accessory panels (e.g., groin, shoulder, cocyx), we will identify thos pieces with an 'X' in this box on the CPL.

Size Range

Two sizes are required in the compliance test group for IIA, II and IIIA models: larger sized and smaller sized. The sizes of the armor samples will depend on the range of the sizes over which the armor model will be produced. Sizes are determined by the total surface area of the panel. After testing, the minimum and maximum allowable sizes that can be produced are defined in NIJ STD-0101.06, Appendix C, Tables 13 and 14 (shown below). For example, a model that is tested through the CTP using C-2 as the smaller template size and C-4 must not produce a vest below 152 sq in (Table 13) or greater than 381 sq in (Tabl 14). Likewise, a vest tested as C-1 and C-5 is not bounded on either end by a production size limit.

Table 13. Minimum allowable surface areas for production armor

If the smaller template tested is:	The minimum area of production armor shall be:
NIJ–C–1	No limit
NIJ–C–2	0.0980 m^2 (152 in^2)
NIJ–C–3	0.1399 m^2 (217 in^2)
NIJ–C–4	0.1890 m^2 (293 in^2)
NIJ–C–5	Not applicable

Table 14. Maximum allowable surface areas for production armor

If the larger template tested is:	The maximum area of production armor shall be:
NIJ–C–1	Not applicable
NIJ–C–2	0.1399 m^2 (217 in^2)
NIJ–C–3	0.1890 m^2 (293 in^2)
NIJ–C–4	0.2455 m^2 (381 in^2)
NIJ–C–5	No limit

Warranty

Warranty is a period of time the CTP requires a manufacturer to self declare and place on the armor label There are no tests in NIJ Standard-0101.06 that are used to determine warranty period. As a minimum, th CTP requires the warranty period stated on the label to represent the length of manufacturer's warranty period for ballistic performance of the model with the originally declared threat level.

CPL Comment

In certain situations the CTP may need to provide additional information regarding a model's status. If th is necessary, a note will appear in this cell.

You might also be interested in these materials:

- All Compliant Product Lists (Find-Products.html)
- General information on the Compliance Testing Program (Testing-program.html)
- Compliance Testing (Learn-about-testing.html)

Models that Comply with the NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor

Filter: Listed Company | Gender | Opening | Threat | Status

ABBA TECH/PRO-ARMOUR

ZAMORA No. 33 Col. Condesa 06140
Tel: +52 55 4744 0704

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	ABBALATERAL 3-A	Neutral	Side Opening		C2	C3	C4	C5	5 Years	Active

Accushape, Inc.

4344 SW Cheapeake Ave. Portland , OR 97239-1347
Tel: 503-977-9348 Fax: 503-977-9351

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	QCSquared 3-A	Neutral	Side Opening		C2	C3	C4	C5	8 Years	Active

Achidatex Ltd.

3 Haavoda St. Nazareth Elite 17000
Tel: +972.4.6556008 Fax: +972.4.6552588
http://www.achidatex.co.il

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	RAV 102-AX12	Neutral	Side Opening		C2	C3	C4	C5	5 Years	Active

Advanced Ballistic Systems, LLC

4270 Piedmont Parkway, Suite 101-B Greensboro , NC 27410
Tel: 336-558-9512

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	SLRIIIA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	STD-103-IIIA	Neutral	Side Opening		C2	C3	C4	C5	5 Years	Active

AdvanTac Technologies

14428 167th Ave. SE Monroe 98272
Tel: (206) 965-9660 Fax: (206) 965-9659
http://www.advantac.com/

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	1BA-PANEL-XPPF	Neutral	Side Opening		C2	C3	C4	C5	5 Years	Active

Aegis Engineerging Ltd

5, Chesford Grange, Woolston Warrington, Cheshire WA1 4RQ
Tel: +44 1925 840048
http://www.aegis-eng.com/

Threat Level		Gender	Opening		Warranty	

	Model Designation			Size Range (Highlighted Boxes)						Model Status
IIIA	KXPIIIAF	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	XP-IIIA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	XPIIIA-1	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

Affordable Body Armor

P.O. Box 220151 Glenwood , FL 32722
Tel: 389-748-7468

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	XP3A-10	Neutral	Side Opening		C2	C3	C4	C5	5 Years	Active

Amendment II

79 West 4500 South Suite #6 Salt Lake City , UT 84107
Tel: 801-201-7878
http://www.amendment2.com/

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
II	Centurion CNT	Male	Side Opening	C1	C2	C3	C4	C5	6 Years	Active

American Body Armor

3120 E. Mission Blvd. Ontario , CA 91761
Tel: (800) 347-1200 Fax: (909) 673-1284
http://www.americanbodyarmor.com

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIA	BA-2A00S-BR01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
IIA	BA-2A00S-XT02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-BR01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-BV01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-BV02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-FC01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-FX01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
II	BA-2000S-FX01F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
II	BA-2000S-FX02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-HP01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
II	BA-2000S-HP01F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
II	BA-2000S-HP02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-HP02.1F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

II	BA-2000S-MR01F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-PX01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-SM02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-ST01.1F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-SX01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-SX01.1F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-SX02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-SX02F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-XT01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
II	BA-2000S-XT01F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-XT02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-XT03	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	BA-2000S-XT03F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	HW-2016-03-SB	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-BR01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-BV02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-FC01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-HP02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-LC01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-MR01F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-MX01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-SM02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-SM02F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-SX02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-SX02F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-XT01	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
IIIA	BA-3A00S-XT01F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
IIIA	BA-3A00S-XT02	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

IIIA	BA-3A00S-XT03	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	BA-3A00S-XT03F	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	HW-2015-09-SB	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	HW-2015-10-SB	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

American Services and Products

10711 SW 216th Street, #101 Cutler Bay , DC 33170
Tel: (305) 432-3612
http://www.americanservicesandproducts.com/

Threat Level	Model Designation	Gender	Opening	Size Range *(Highlighted Boxes)*					Warranty	Model Status
IIIA	T-112-IIIA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

American Tactical Imports

100 Airpark Dr. Rochester , NY 14624
Tel: 1-800-290-0065 Fax: 585-328-4168
http://www.americantactical.us

Threat Level	Model Designation	Gender	Opening	Size Range *(Highlighted Boxes)*					Warranty	Model Status
II	KLX-2	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	KLX-3A	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

Angel Armor LLC

4557 Denrose Court Fort Collins , CO 80524
Tel: 970-999-3023

Threat Level	Model Designation	Gender	Opening	Size Range *(Highlighted Boxes)*					Warranty	Model Status
II	RISE, Premium, Female, II	Female	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	RISE, Premium, Male, II	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
II	RISE, Ultra Premium, Male, II	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	RISE, Premium, Male, IIIA	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	RISE, Ultra Premium, Male, IIIA	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

ANXO Body Armor

11447 Vanoween Street N. Hollywood , CA 91605
Tel: 818-497-7772 Fax: 818-985-1521

Threat Level	Model Designation	Gender	Opening	Size Range *(Highlighted Boxes)*					Warranty	Model Status
II	ASL2	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive
IIIA	XPLA-3A-11	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Inactive

Department of Management Services

Body Armor (Protective Vests)680-850-11-1

Effective Period	01/30/2011 through 01/29/2017
Contract Type	State Term Contract
Contract Information	• Pricing • Contractors How to Use this Contract Frequently Asked Questions
Contract Documents	Microsoft Word (621.50 KB) PDF (1.15 MB) Amendments and Memorandums
Contract Administration	• Leneka Williams (850) 488-8367 • Leneka.Williams@dms.myflorida.com
Commodity Codes	680-850, UNSPSC-46151504

Description

This state term contract includes NIJ (National Institute of Justice; the research, development and evaluation agency of the United States Department of Justice) Standard 1010.06 ("NIJ .06 Standard") tactical Body Armor, along with NIJ-approved stab-resistant Body Armor and related accessories. Purchases of these vests may be eligible for bulletproof vest partnership (BVP) funding.

Benefits

- NIJ Standard 0101.06 Compliant Body Armor
- Discounts range from 43 percent to 62.5 percent off of list price (MSRP)
- Stock item delivery in three-five days (contract allows 30 days)
- Free delivery
- Statewide coverage
- Toll-free access to customer service representatives
- Wide product selection
- Manufacturer's standard warranty coverage
- Certified vendor availability
- Measuring and fitting services

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AMENDMENT NO. 2
Renewal No. 2
State Term Contract 680-850-11-1
Body Armor (Protective Vests)

This Amendment No. 2 (Amendment), is effective January 30, 2015, to the State Term Contract for Body Armor (Protective Vests), No. 680-850-11-1 (Contract), effective between the State of Florida, Department of Management Services (Department) and (Contractor). Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Contract was originally entered on January 30, 2011 with the Contractor for the provision of body armor (protective vests), and is scheduled to expire on January 29, 2015; and

WHEREAS upon mutual agreement, the Department and the Contractor agree to amend and renew the Contract, in accordance with Contract section **4.0 Renewal**; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment and Renewal.
State Term Contract, Contract No. 680-850-11-1 is renewed for a period of two years at the same terms and conditions, with a new contract expiration date of January 29, 2017.

2.0 Diversity Reporting.
Paragraph 3.12.1 is deleted and replaced with the following:

"3.12.1 Diversity Reporting
The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé' Program connects minority, women, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé' Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com."

3.0 Preferred Pricing Affidavit.
Paragraph 5.18 is deleted and replaced with the following:

"5.18 Preferred Pricing Affidavit Requirement
An authorized representative of the Contractor shall provide a fully completed, signed and notarized Best Pricing Affidavit (Attachment 1) to the contract manager together with this signed Amendment No. 2 - Renewal No. 2."

4.0 Public Records.

This Contract is amended to add paragraph 5.19, as follows:

"5.19 PublicRecords

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

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

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

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

The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. 1 of the State Constitution and s.119.07(1), F.S."

5.0 Scrutinized Companies

This Contract is amended to add paragraph 5.20, as follows:

"5.20 Scrutinized Company List

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract."

Department of Management Services

Safariland

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	Yes	Statewide

ORDERING INSTRUCTIONS

CONTRACTOR: Safariland, LLC

FEIN: 59-2044869

Solicitation/Contract Administration

Please identify the person who will be responsible for administering the Contract on your behalf if award is made:

Name: Patricia Coppedge

Title: Bid Specialist

Business Address: 13386 International Parkway

City, State, Zip: Jacksonville, FL 32218

E-mail Address: patricia.coppedge@safariland.com

Phone Number(s): 904-741-1739

Fax Number: 904-807-4984

If the person responsible for answering questions about the solicitation response is different from the person identified above, please provide the same information for that person.

Name: Patricia Coppedge

Title: Bid Specialist

Street Address: 13386 International Parkway

E-mail Address: patricia.coppedge@baesystems.com

Phone Number(s): 904-741-1739

Fax Number: 904-807-4984

Direct Orders

Please provide the following information about where Customers should direct orders.

ALL ORDERS ARE TO BE SENT THROUGH THE DEALERS LISTED BELOW

Company Name: GT Distributors

Contact Name: Sandi White

Street Address or P.O. Box: 8725 Youngerman Court, Suite 305

City, State, Zip: Jacksonville, FL 32244

Toll Free Number: 800-443-6283 Ext 278

Email address: Sandi.white@gtdist.com

Internet Address: www.gtdist.com

Federal ID Number: 74-2339528

Remit Address: Same

City, State, Zip: Same

Certified Dealers (Duplicate as necessary)

Company Name: Lou's Police Distributors, Inc.

Contact Name: Ana Garcia

Street Address or P.O. Box: 7815 West 4th Avenue

City, State, Zip: Hialeah, FL 33014

E-mail Address: ana@louspolice.com

Internet Homepage Address: www.louspolice.com

Phone Number: 305-416-0000

Toll free Number: 800-914-2677

Federal ID Number: 26-0472002

Remit Address: Same

City, State, Zip: Same

Company Name: Law Enforcement Supply

Contact Name: Jon Sizemore

Street Address or P.O. Box: 5011-H W Hillsborough Avenue

City, State, Zip: Tampa, FL 3363

E-mail Address: jsizemore@lawsupply.com

Internet Homepage Address: www.chiefsupply.com

Phone Number: 813-885-7787

Toll free Number: 800-637-6307 ext 4617

Federal ID Number: 592656271

Remit Address: 8604 Cliff Cameron Drive, # 105

City, State, Zip: Charlotte, NC 28269

Company Name: Law Enforcement Supply

Contact Name: Carmen Ferrando

Street Address or P.O. Box: 6601 Lyons Road, Suite H3

City, State, Zip: Coconut Creek, FL 33073

E-mail Address: Carmenf@lawsupply.com

Internet Homepage Address: www.chiefsupply.com

Phone Number: 954-428-3776 , ext 5203

Toll free Number: 800-637-6307 ext 5203

Federal ID Number: 592656271

Remit Address: 8604 Cliff Cameron Drive, # 105

City, State, Zip: Charlotte, NC 28269

Service Representatives (Duplicate as necessary)

Company Name: Law Enforcement Supply

Contact Name: Walt Hall

Street Address or P.O. Box: 3009 Highway 77, Suite G

City, State, Zip: Panama City, FL 32405

E-mail Address: whall@lawsupply.com

Internet Homepage Address: www.chiefsupply.com

Phone Number: 850-769-9678

Toll free Number: 800-637-6307 ext 4139

Federal ID Number: 592656271

Remit Address: 8604 Cliff Camerons Drive, # 105

City, State, Zip: Charlotte, NC 28269

Company Name: SSD International Inc.

Contact Name: Christopher Akkawi

Street Address or P.O. Box: 1349 S. Orange Blossom Trail

City, State, Zip: Apoka, FL 32703

E-mail Address: sales@ssdinternationalinc.com

Internet Homepage Address: www.ssdinternationalinc.com

Phone Number: 407-739-6398

Toll free Number:

Federal ID Number: 90-0758259

Remit Address: 1349 S. Orange Blossom Trail

City, State, Zip: Apopka, FL 32703

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Body Armor Products and Accessories

Manufacturer (List Manufacturer or Brand Name, and rename spreadsheet tab on bottom of page.)	Product #	Description	Other Information	BID PRICE - State Agencies (Per EA)	MSRP (2 carriers) Per EA	Discount % From MSRP
American Body Armor	BA-2000S-SX02	SX Level II, Xtreme Carrier & STP - Male	Includes two carriers and soft trauma pack	**$702.75**	$1,460.00	51.87%
American Body Armor	BA-2000S-SX02	SX Level II, Xtreme Carrier & STP - Female Unstructured	Includes two carriers and soft trauma pack	**$702.75**	$1,460.00	51.87%
American Body Armor	BA-2000S-SX02F	SX Level II, Xtreme Carrier & STP - Female Structured	Includes two carriers and soft trauma pack	**$702.75**	$1,460.00	51.87%
American Body Armor	BA-3A00S-SX02	SX Level IIIA, Xtreme Carrier & STP - Male	Includes two carriers and soft trauma pack	**$782.75**	$1,860.00	57.92%

American Body Armor	BA-3A00S-SX02	SX Level IIIA, Xtreme Carrier & STP - Female Unstructured	Includes two carriers and soft trauma pack	**$782.75**	$1,860.00	57.92%
American Body Armor	BA-3A00S-SX02F	SX Level IIIA, Xtreme Carrier & STP - Female Structured	Includes two carriers and soft trauma pack	**$785.75**	$1,860.00	57.92%
American Body Armor	BA-2000S-XT03	Xtreme XT03 Type II - Gender Neutral	Includes two carriers and soft trauma pack	**$562.75**	$1,160.00	51.49%
American Body Armor	BA-2000S-XT03F	Xtreme XT03 Type II-Female	Includes two carriers and soft trauma pack	**$562.75**	$1,160.00	51.49%
American Body Armor	BA-3A00S-XT03	Xtreme XT03 Type IIIA - Gender Neutral	Includes two carriers and soft trauma pack	**$677.75**	$1,360.00	50.17%
American Body Armor	BA-3A00S-XT03F	Xtreme XT03 Type IIIA-Female	Includes two carriers and soft trauma pack	**$677.75**	$1,360.00	50.17%
American Body Armor	Xtreme Carrier	Standard ABA Concealable Carrier: Front and rear tails, 4 pt and 6 pt strap kit	Black, Navy, White, Olive, Tan, Brown, Gray	**$57.75**	$110.00	47.50%
American Body Armor	Xtreme Carrier Thorshield	Standard ABA Concealable Carrier/ with Thorshieold: Front and rear tails, 4 pt and 6 pt strap kit	Black, Navy, White, Olive, Tan, Brown, Gray	**$131.25**	$250.00	47.50%

American Body Armor	Xtreme Polycotton Carrier	Optional ABA Concealable Carrier: Front and rear tails, 4 pt and 6 pt strap kit	Black, Navy, White, Olive, Tan, Brown, Gray	**$52.50**	$100.00	47.50%
American Body Armor	Xtreme Polycotton Carrier Thorshield	Optional ABA Concealable Carrier with Thorshield: Front and rear tails, 4 pt and 6 pt strap kit	Black, Navy, White, Olive, Tan, Brown, Gray	**$120.75**	$230.00	47.50%
American Body Armor	TAC1 CLN	Optional ABA External Carrier: No pockets or attachment system	Black, Khaki, Navy, Tactical Green, Coyote	**$73.50**	$140.00	47.50%
American Body Armor	TAC1 MOLLE	Optional ABA External Carrier: MOLLE attachment system	Black, Khaki, Navy, Tactical Green, Coyote	**$81.38**	$155.00	47.50%
American Body Armor	TAC1 PKT	Optional ABA External Carrier: Five fixed pockets	Black, Khaki, Navy, Tactical Green, Coyote	**$99.75**	$190.00	47.50%
American Body Armor	TAC1-CLN-TCL	Optional ABA External Carrier: dual weapon retention, rear drag strap and upper arm and groin attachment system. Upper arm and groin accessories sold separately.	Black, Khaki, Navy, Tactical Green, Coyote	**$86.63**	$165.00	47.50%
American Body Armor	TAC1-MOLLE-TCL	Optional ABA External Carrier: dual weapon retention, rear drag strap and upper arm and groin attachment system. Upper arm and groin accessories sold separately.	Black, Khaki, Navy, Tactical Green, Coyote	**$94.50**	$180.00	47.50%
American Body Armor	TAC1-PKT-TCL	Optional ABA External Carrier: dual weapon retention, rear drag strap and upper arm and groin attachment system. Upper arm and groin accessories sold separately.	Black, Khaki, Navy, Tactical Green, Coyote	**$112.88**	$215.00	47.50%
American Body Armor	Quilted Outer Carrier	Optional ABA External Carrier: Quilted	Black	**$78.75**	$150.00	47.50%

American Body Armor	Firearms Instructor Carrier	Optional ABA External Carrier: Firearms Instructor, Tactical (new)	Red	**$112.88**	$215.00	47.50%
American Body Armor	Uniform Shirt Carrier	Optional ABA External Carrier: Uniform Shirt Carrier (Two Pocket) (new)	Black, Navy, Olive, Tan, White	**$78.75**	$150.00	47.50%
American Body Armor	Uniform Shirt Carrier	Optional ABA External Carrier: Uniform Shirt Carrier (Four Pocket) (new)	Black, Navy, Olive, Tan, White	**$78.75**	$150.00	47.50%
American Body Armor	Patch	Small "Police" ID Patch w/white lettering		**$7.88**	$15.00	47.50%
American Body Armor	Patch	Large "Police" ID Patch w/white lettering		**$13.13**	$25.00	47.50%
American Body Armor	Patch	Small "Police" ID Patch w/yellow lettering		**$7.88**	$15.00	47.50%
American Body Armor	Patch	Large "Police" ID Patch w/yellow lettering		**$13.13**	$25.00	47.50%
American Body Armor	Patch	Small "Sheriff" ID Patch w/white lettering		**$7.88**	$15.00	47.50%
American Body Armor	Patch	Large "Sheriff" ID Patch w/white lettering		**$13.13**	$25.00	47.50%
American Body Armor	Patch	Small "Sheriff" ID Patch w/yellow lettering		**$7.88**	$15.00	47.50%
American Body Armor	Patch	Large "Sheriff" ID Patch w/yellow lettering		**$13.13**	$25.00	47.50%
American Body Armor	SAF-CARRYBAG-K	Concealable Armor Carry Bag		**$28.88**	$55.00	47.50%
American Body Armor	0057	IMPAC-HT (Handgun Threats) Special Threat Plate, 5" X 7" (Formerly IMPAC-ST)	Handgun Threats (formerly IMPAC-ST)	**$55.65**	$106.00	47.50%
American Body Armor	0058	IMPAC-HT (Handgun Threats) Special Threat Plate, 5" X 8" (Formerly IMPAC-ST)	Handgun Threats (formerly IMPAC-ST)	**$57.75**	$110.00	47.50%
American Body Armor	0709	IMPAC-HT (Handgun Threats) Special Threat Plate, 7" X 9" (Formerly IMPAC-ST)	Handgun Threats (formerly IMPAC-ST)	**$68.25**	$130.00	47.50%
American Body Armor	1012	IMPAC-HT (Handgun Threats) Special Threat Plate, 10" X 12" (Formerly IMPAC-ST)	Handgun Threats (formerly IMPAC-ST)	**$101.85**	$194.00	47.50%
American Body Armor	00057MT	IMPAC-MT (Multi-Threats) Special Threat Plate, 5" X 7"	Multi-Threats	**$94.50**	$180.00	47.50%

American Body Armor	0058MT	IMPAC-MT (Multi-Threats) Special Threat Plate, 5" X 8"	Multi-Threats	**$99.23**	$189.00	47.50%
American Body Armor	0709MT	IMPAC-MT (Multi-Threats) Special Threat Plate, 7" X 9"	Multi-Threats	**$114.45**	$218.00	47.50%
American Body Armor	01012MT	IMPAC-MT (Multi-Threats) Special Threat Plate, 10" X 12"	Multi-Threats	**$159.08**	$303.00	47.50%
American Body Armor	00057CT/DT	IMPAC-CT (Correctional Threats) Special Threat Plate, 5" X 7"	Correctional Threats	**$39.38**	$75.00	47.50%
American Body Armor	0058CT/DT	IMPAC-CT (Correctional Threats) Special Threat Plate, 5" X 8"	Correctional Threats	**$41.48**	$79.00	47.50%
American Body Armor	0709CT/DT	IMPAC-CT (Correctional Threats) Special Threat Plate, 7" X 9"	Correctional Threats	**$46.73**	$89.00	47.50%
American Body Armor	01012CT/DT	IMPAC-CT (Correctional Threats) Special Threat Plate, 10" X 12"	Correctional Threats	**$57.23**	$109.00	47.50%
American Body Armor	00057RT	IMPAC-RT (Rifle Threats) Special Threat Plate, 5" X 7"	Rifle Threats	**$241.50**	$460.00	47.50%
American Body Armor	058RT	IMPAC-RT (Rifle Threats) Special Threat Plate, 5" X 8"	Rifle Threats	**$246.75**	$470.00	47.50%
American Body Armor	0709RT	IMPAC-RT (Rifle Threats) Special Threat Plate, 7" X 9"	Rifle Threats	**$378.00**	$720.00	47.50%
American Body Armor	2113 MC-3	PROTECH Type III Rifle Plate (100% Polyethelene), 10" X 12"	Rifle Threats	**$538.13**	$1,025.00	47.50%
American Body Armor	1093628	IMPAC-RT **Plus** Special Threat Plate, 5" X 7"	Special Threats	**$84.00**	$160.00	47.50%
American Body Armor	1090554	IMPAC-RT **Plus** Special Threat Plate, 5" X 8"	Special Threats	**$89.25**	$170.00	47.50%
American Body Armor	1093629	IMPAC-RT **Plus** Special Threat Plate, 7" X 9"	Special Threats	**$105.00**	$200.00	47.50%
American Body Armor	1093630	IMPAC-RT **Plus** Special Threat Plate, 10" X 12"	Special Threats	**$157.50**	$300.00	47.50%
American Body Armor	TP1-M-Yx	Tactical Pouch: Double P90 Mag Pouch	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP2-M-Yx	Tactical Pouch: Double UMP 45 Mag Pouch	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP3-M-Yx	Tactical Pouch: Double MP5 Mag Pouch (9mm/40cal)	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%

American Body Armor	TP4-M-Yx	Tactical Pouch: Double Stack M4 Mag Pouch (30rd)	Use with ABA External MOLLE Carrier	**$21.53**	$41.00	47.50%
American Body Armor	TP4A-M-Yx	Tactical Pouch: Double Staggered M4 Mag Pouch (30rd)	Use with ABA External MOLLE Carrier	**$21.53**	$41.00	47.50%
American Body Armor	TP5-M-Yx	Tactical Pouch: Single M4 Mag Pouch (30rd)	Use with ABA External MOLLE Carrier	**$14.70**	$28.00	47.50%
American Body Armor	TP5A-M-Yx	Tactical Pouch: Double M4 Mag Pouch (30rd)	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP5B-M-Yx	Tactical Pouch: Triple M4 Mag Pouch (30rd)	Use with ABA External MOLLE Carrier	**$22.58**	$43.00	47.50%
American Body Armor	TP6-M-Yx	Tactical Pouch: Single Short M4 Mag Pouch (20/30rd)	Use with ABA External MOLLE Carrier	**$14.70**	$28.00	47.50%
American Body Armor	TP6A-M-Yx	Tactical Pouch: Double Short M4 Mag Pouch (20/30rd)	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP6B-M-Yx	Tactical Pouch: Triple Short M4 Mag Pouch (20/30rd)	Use with ABA External MOLLE Carrier	**$22.58**	$43.00	47.50%

American Body Armor	TP7-M-Yx	Tactical Pouch: Dual M4/Side Arm Mag Pouch	Use with ABA External MOLLE Carrier	**$26.25**	$50.00	47.50%
American Body Armor	TP8-M-Yx	Tactical Pouch: Double MP5/Side Arm Mag Pouch	Use with ABA External MOLLE Carrier	**$26.25**	$50.00	47.50%
American Body Armor	TP9-M-Yx	Tactical Pouch: SR25 Mag Pouch	Use with ABA External MOLLE Carrier	**$15.75**	$30.00	47.50%
American Body Armor	TP10-M-Yx	Tactical Pouch: Single Side Arm Mag Pouch	Use with ABA External MOLLE Carrier	**$15.75**	$30.00	47.50%
American Body Armor	TP10A-M-Yx	Tactical Pouch: Double Side Arm Mag Pouch	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP10B-M-Yx	Tactical Pouch: Triple Side Arm Mag Pouch	Use with ABA External MOLLE Carrier	**$22.58**	$43.00	47.50%
American Body Armor	TP11-M-Yx	Tactical Pouch: 12rd Shotshell Pouch	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP11A-M-Yx	Tactical Pouch: 24rd Shotshell Pouch	Use with ABA External MOLLE Carrier	**$22.58**	$43.00	47.50%

American Body Armor	TP12-M-Yx	Tactical Pouch: Single 37/40mm Less Lethal Pouch	Use with ABA External MOLLE Carrier	**$15.75**	$30.00	47.50%
American Body Armor	TP12A-M-Yx	Tactical Pouch: Double 37/40mm Less Lethal Pouch	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP12B-M-Yx	Tactical Pouch: Triple 37/40mm Less Lethal Pouch	Use with ABA External MOLLE Carrier	**$22.58**	$43.00	47.50%
American Body Armor	TP12C-M-Yx	Tactical Pouch: 37/40mm Less Lethal Pouch (7rd)	Use with ABA External MOLLE Carrier	**$24.15**	$46.00	47.50%
American Body Armor	TP13-M-Yx	Tactical Pouch: Single MK3/MK4 Aerosol	Use with ABA External MOLLE Carrier	**$14.70**	$28.00	47.50%
American Body Armor	TP14-M-Yx	Tactical Pouch: Single Expandable Baton/Flashlight	Use with ABA External MOLLE Carrier	**$15.75**	$30.00	47.50%
American Body Armor	TP14A-M-Yx	Tactical Pouch: Combo Expandable Baton/Flashlight	Use with ABA External MOLLE Carrier	**$19.95**	$38.00	47.50%
American Body Armor	TP15-M-Yx	Tactical Pouch: Single Grenade Pouch	Use with ABA External MOLLE Carrier	**$17.85**	$34.00	47.50%

American Body Armor	TP15A-M-Yx	Tactical Pouch: Double Grenade Pouch	Use with ABA External MOLLE Carrier	**$21.53**	$41.00	47.50%
American Body Armor	TP16-M-Yx	Tactical Pouch: #25 Distraction Device Pouch	Use with ABA External MOLLE Carrier	**$15.75**	$30.00	47.50%
American Body Armor	TP17-M-Yx	Tactical Pouch: Single Handcuff Pouch	Use with ABA External MOLLE Carrier	**$14.70**	$28.00	47.50%
American Body Armor	TP17A-M-Yx	Tactical Pouch: Dual Handcuff Pouch	Use with ABA External MOLLE Carrier	**$17.85**	$34.00	47.50%
American Body Armor	TP18-M-Yx	Tactical Pouch: Single Gas Mask Pouch	Use with ABA External MOLLE Carrier	**$24.15**	$46.00	47.50%
American Body Armor	TP19-M-Yx	Tactical Pouch: 8X8 Utility Pouch	Use with ABA External MOLLE Carrier	**$22.58**	$43.00	47.50%
American Body Armor	TP19A-M-Yx	Tactical Pouch: 4X8 Utility Pouch, Vertical	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP19B-M-Yx	Tactical Pouch: 4X8 Utility Pouch, Horizontal	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%

American Body Armor	TP20-M-Yx	Tactical Pouch: Medic Pouch	Use with ABA External MOLLE Carrier	**$29.40**	$56.00	47.50%
American Body Armor	TP21-M-Yx	Tactical Pouch: Universal Radio Pouch	Use with ABA External MOLLE Carrier	**$19.95**	$38.00	47.50%
American Body Armor	TP22-M-Yx	Tactical Pouch: Hydration Pouch, 70/100oz	Use with ABA External MOLLE Carrier	**$37.80**	$72.00	47.50%
American Body Armor	T22A-M-Yx	Tactical Pouch: Hydration Pouch, Halgene Bottle	Use with ABA External MOLLE Carrier	**$18.90**	$36.00	47.50%
American Body Armor	TP22B-M-Yx	Tactical Pouch: Bladder, Hydration, 70oz	Use with ABA External MOLLE Carrier	**$16.80**	$32.00	47.50%
American Body Armor	Six Pocket Set	Mix of six Pockets. Can only be ordered in conjunction with External Outer Carrier with a MOLLE Attachment System	Use with ABA External MOLLE Carrier	**$85.05**	$162.00	47.50%
American Body Armor	Alteration	Alteration of an armor panel, with no cover replacement required	Cost assessed if outside the 45 day no-charge alteration period	**$100.00**	$100.00	0.00%

American Body Armor	Alteration	Alteration of an armor panel, with cover replacement required	Cost assessed if outside the 45 day no-charge alteration period	**$125.00**	$125.00	0.00%
American Body Armor	Alteration	Alteration of an armor panel, with cover replacement and heat sealing required	Cost assessed if outside the 45 day no-charge alteration period	**$150.00**	$150.00	0.00%
NEW ITEMS						
*******Note the SX02 Listed above is New*********						
American Body Armor	Patch	Small "CORRECTIONS" ID Patch, 6" X 2"	I-COR-SM	**$5.25**	$10.00	47.50%
American Body Armor	Patch	Large "CORRECTIONS" ID Patch, 8.5" X 3"	I-COR-LG	**$5.25**	$10.00	47.50%
American Body Armor	Patch	Small "FIREARMS INSTRUCTOR" ID Patch, 6" X 2"	I-FAI-SM	**$5.25**	$10.00	47.50%
American Body Armor	Patch	Large "FIREARMS INSTRUCTOR" ID Patch, 8.5" X 3"	I-FAI-LG	**$5.25**	$10.00	47.50%
American Body Armor	Patch	Small "EMS" ID Patch, 6" X 2"	I-EMS-SM	**$5.25**	$10.00	47.50%
American Body Armor	Patch	Large "EMS" ID Patch, 8.5" X 3"	I-EMS-LG	**$5.25**	$10.00	47.50%
American Body Armor	Patch	One Time Set-Up Charge for Custom ID Patches	I-CUS-STP	**$15.75**	$30.00	47.50%
American Body Armor	Patch	Small CUSTOM ID Patch	I-CUS-SM	**$5.25**	$10.00	47.50%
American Body Armor	Patch	Large CUSTOM ID Patch	I-CUS-LG	**$5.25**	$10.00	47.50%
American Body Armor	Straps	Male Strap Kit - 4 and 6 Point	A-MALE-SK	**$10.50**	$20.00	47.50%
American Body Armor	Straps	Female Strap Kit - 6 point w/Y Straps	A-FEMY-SK	**$10.50**	$20.00	47.50%

City Commission Regular Meeting **Agenda Item # 10. i.**

Meeting Date: 10/03/2016

Re: Small Business Grant Award

Submitted For: Libby Woodruff, Urban Redevelopment Manager, Planning & Zoning

SUBJECT:

Approve Grant Award for Ms. OK K Dong, for her business, Seoul Garden, in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.

SUMMARY:

2015-16 CDBG provides funds for grants after business owners attend 2 small business workshops, for items to increase capacity & sustainability. Ms. Dong attended workshops 5/18 & 8/18/16 & applied for grant to help cover the costs of updated grease interceptor for her restaurant.

RECOMMENDATION:

Approve grant award for $3,000 for Ms. Dong to purchase updated grease interceptor for her business, Seoul Garden to increase her business' capacity and sustainability.

ALTERNATIVES:

Do not approve this grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Manager

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N:	y
Fiscal Year:	2015
Account:	10390025548340
Amount:	3000.00

OTHER INFORMATION:

This is an eligible expense in the 2015-2016 CDBG Action Plan.

Attachments

Seoul Garden Grant App

Seoul Garden Grant Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2016 09:48 AM

Form Started By: Libby Woodruff
Started On: 09/12/2016 03:41 PM
Final Approval Date: 09/26/2016

Phase I - 2016 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Seoul Garden

Physical Address: 2510 S. U.S. Hwy. 1

Mailing Address: 2510 S. U.S. HWY I

Website Address: None

Contact Person: Jane OK Kyong Title: Owner JANE DONG

Best Contact Telephone Number # 772-462-6588

Amount of Grant Requested: $ 3000 ~~00~~

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Business Owner Signature: [signature]

Printed Name of Business Owner: JANE DONG

Owner Telephone Number: 772-462-6588 Email: Koreanseoulgarden@gmail.com

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1. Please describe what would you like to purchase with the grant funds.

GREASE INTERCEPTOR UPGRADE

2. Please explain why you feel this purchase will help your business.

REQUIRED BY FPUA for Business to REMAIN OPEN.

3. The following items **MUST** be included with your grant application:

- ✓ a. A copy of a current City of Fort Pierce Business Tax Receipt for the Business Name listed above;
- ✓ b. A printout from Sunbiz.org that shows that your business is registered with the Florida Division of Corporations.
- ✓ c. Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops;
- ✓ d. At least ONE estimate for the item(s) you wish to purchase with a grant. You may include the costs associated with permitting in your estimate.
  Please Note: Your estimate MUST be provided on a contractor's letterhead, marked as "Estimate", or on a printout from internet website, catalog, etc.; and
- ✓ e. Written Permission from the Property Owner - if you are applying for funding to update signage, paint, or other improvements to a structure that you are renting for your business.

Certificate of Completion

This Certificate is Presented to:

JANE DONG
(Attendee Name)

SEOUL GARDEN
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Marketing Your Small Business"

May 18, 2016

An economic development initiative funded by:

FORT PIERCE
THE SUNRISE CITY

SCORE Workshop Instructor

In collaboration with:

SCORE™
FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Jane Dong
(Attendee Name)

Seoul Gandwin Restaurant
(Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"Business Law for Small Business Owners"

August 18, 2016

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
SEOUL GARDEN 2510 S US HWY 1 FT PIERCE FL 34950	

Business Location*: 2510 S US HWY 1

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

Date Issued	Expiration Date	Control Number
September 12, 2016	September 30, 2017	0012412

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

BTR #	Classification	Restrictions
17-00014431	CAFE/RESTAURANT-OVER 25 SEATS	2COP ALCOHOL SALES ON PREMISES ONLY

Tax Amount	$40.00
New/Renewal Fee	$34.60
Penalty	$0.00
Total	$74.60

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

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

THE SUNRISE CITY FORT PIERCE Florida

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

SEOUL GARDEN, INC.

Filing Information

Document Number	P04000051919
FEI/EIN Number	65-1221249
Date Filed	03/19/2004
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/05/2010

Principal Address

2510 SOUTH US 1
FT. PIERCE, FL 34982

Changed: 04/27/2009

Mailing Address

2510 SOUTH US 1
FT. PIERCE, FL 34982

Changed: 04/27/2009

Registered Agent Name & Address

HONG, SUYUN
9123 SAND SHOT WAY
PORT SAINT LUCIE, FL 34986

Name Changed: 08/19/2015

Address Changed: 08/19/2015

Officer/Director Detail

Name & Address

Title President

HONG, SUYUN
9123 SAND SHOT WAY
PORT SAANT LUCIE, FL 34986

Title VP

DONG, OK K

CRS Plumbing, LLC

Sales ■ Repairs ■ Installations
P.O. Box 12755
Fort Pierce, Florida 34979
LICENSE # CFC1426853
Phone: (772) 466-7763 **Fax:** (772) 460-7774
"WHERE A FLUSH BEATS A FULL HOUSE"

PROPOSAL

8/24/16

Seoul Garden
2510 S. US 1
Fort Pierce, FL

CRS Plumbing will supply and install the following for a grease interceptor upgrade. This upgrade will meet FPUA requirements.

The tank will be pumped out and will be pressure cleaned and inspected. The new stainless steel brackets will be installed inside the tank to meet the requirements of FPUA. After the stainless steel is installed, CRS Plumbing will supply (2) down pieces with clean out tees. Two new covers will be placed on the tank that say Grease and the old ones removed on top for proper cleaning of this existing grease interceptor. CRS Plumbing will also install (2) 12" rings and covers (US Foundry 7620 or equivalent) on the cleanouts that are existing on the inlet side and the outlet side – these two will meet Fort Pierce requirements.

The owner agrees to meet CRS Plumbing ***at 8:00 o'clock*** in the morning so work can be completed and so that no water will be going into the tank at time of construction/repair. After 10 o'clock CRS Plumbing agrees to allow water to go back into the tank and the work will be completed on the inside of the tank. Work will then start on the outside of the tank. After completion, CRS Plumbing will have the tank inspected by FPUA and the city. This will cause the tank to be finalized and be back into code compliance.

This pricing includes: Permit, testing, inspections, labor and material.

Cost: $3175.00

Payment will be ½ down at acceptance and ½ at final. Final payment will be paid before final inspection is completed which will be scheduled within 24 hours of final payment.

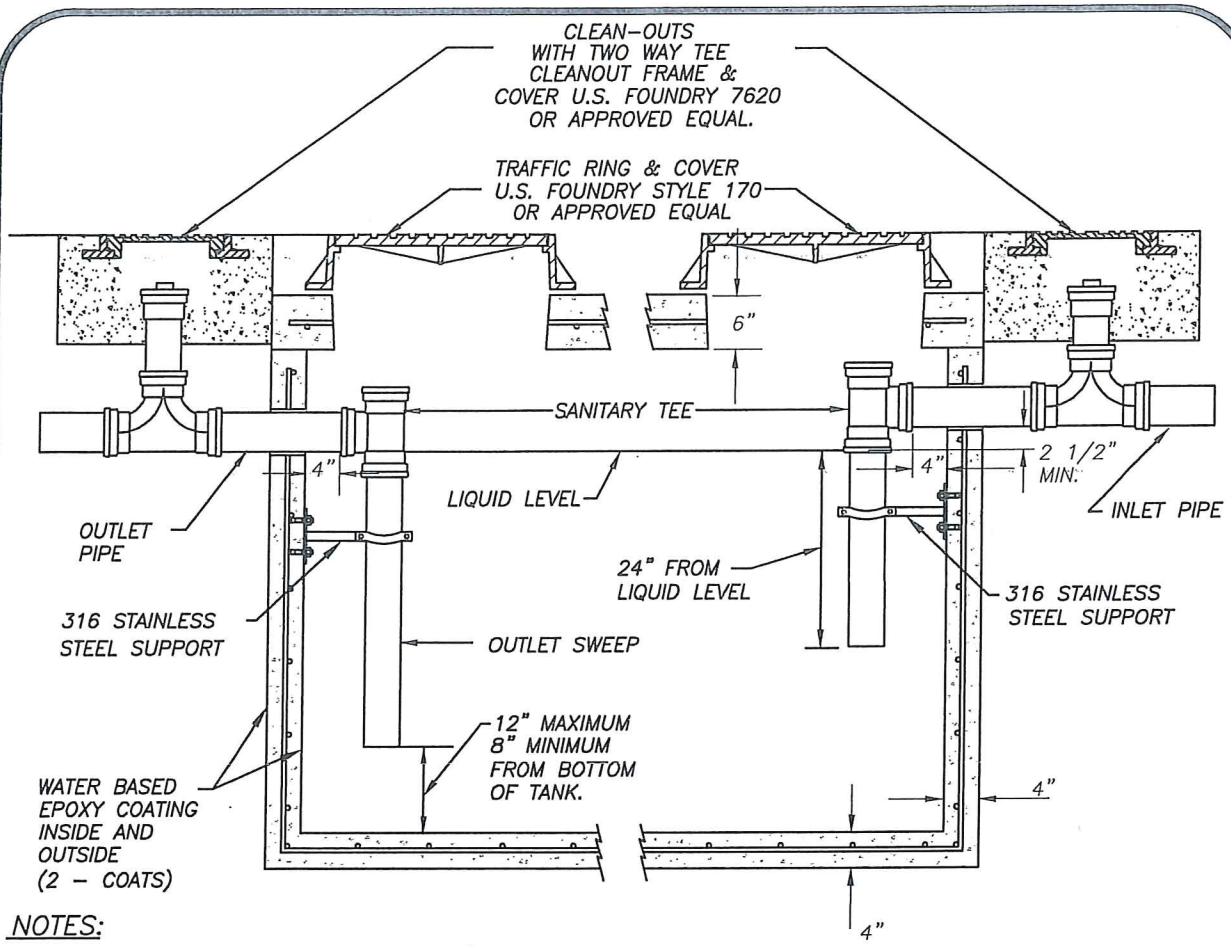
This proposal is valid for 45 days at which time it becomes void.

Acceptance of Proposal:

Signature _____ Date 9/7/16

Signature _____ Date 9/7/16
Reed Sudderth

EMAILED 8-30-16



NOTES:

1. ALL PIPING SHALL BE A MINIMUM OF 4".
2. PIPING SHALL BE INSTALLED USING PRESSED-IN BOOTS OR CONCRETE MANHOLE ADAPTERS (ONLY).
3. INLET AND OUTLET TEES MUST BE INSTALLED A MINIMUM OF 4" FROM INSIDE THE STRUCTURE WALLS. ACTUAL DIMENSION SHOULD BE ADJUSTED TO ENSURE THAT AN UNOBSTRUCTED VERTICAL VIEW OF THE TEES CAN BE SEEN THROUGH THE GREASE INTERCEPTOR'S ACCESS OPENINGS.
4. FPUA'S SEWER USE ORDINANCE WILL DICTATE GREASE INTERCEPTOR(S) SIZE. ALL INTERCEPTORS SHALL BE A MINIMUM OF 1,000 GALLONS AND A MAXIMUM OF 1,250 GALLONS.
5. TANK MUST BE TRAFFIC BEARING (SHALL MEET H-20 LOADING REQUIREMENTS).
6. TANK WALLS AND BOTTOM SLAB MUST BE A MINIMUM 4" THICK AND THE TOP SLAB A MINIMUM 6" THICK; ALL WITH #4 REBAR REINFORCEMENT.
7. TANK SEAMS SHALL BE JOINED AND SEALED WITH MINIMUM 1-3/4" "RAM-NEK" SEALER OR EQUIVALENT TO FORM A WATER TIGHT SEAL.
8. ALL INTERNAL AND EXTERNAL CONCRETE SURFACES SHALL RECEIVE 2 COATS OF A WATER BASED EPOXY COATING.
9. GREASE INTERCEPTORS MUST BE INSTALLED ON DRY, STABLE AND UNDISTURBED SOIL. IF THESE CONDITIONS CAN NOT BE MET, EXCAVATION SHALL BE EXTENDED TO SIX INCHES BELOW THE STRUCTURE AND A CUSHION OF 3/4 STONE SHALL BE PROVIDED.

SPECIAL NOTE: IF INTERCEPTOR IS REPLACING AN EXISTING INTERCEPTOR THAT WILL BE ABANDONED IN PLACE, PERFORM THE FOLLOWING: (1) STRUCTURE MUST BE PRESSURE WASHED TO ENSURE ALL GREASE AND FOREIGN MATERIAL IS REMOVED, (2) REMOVE PORTION OF STRUCTURE WITHIN 3 FEET OF FINISH GRADE AND (3) INSTALL A MINIMUM 6 INCH DIAMETER HOLE IN THE BOTTOM SLAB OF THE STRUCTURE.

STANDARD DETAIL FOR GREASE, OIL, AND SAND INTERCEPTORS (N.T.S.)

FORT PIERCE UTILITIES AUTHORITY

STANDARD DETAIL FOR GREASE, OIL, AND SAND INTERCEPTERS				S-14
02-06				
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # SEWER DETAIL 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.			
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1		

403 Seaway Drive (34949)
P O Box 3191. Fort Pierce FL 34948

Phone 772.466.1600
Fax. 772.489.5907

Water Reclamation
"Committed to Quality"

AGREEMENT DOCUMENT

April 27, 2016

IN THE MATTER OF

Business Name:	Seoul Garden, Inc.
Business Address;	2510 South US Highway 1 Fort Pierce, FL. 34982
GT No's:	GT0111
Location No:	54701000
Customer No:	244923

This agreement is between Ms. Jane Dong (business owner- Seoul Garden, Inc.) and Fort Pierce Utilities Authority (FPUA).

I Jane Dong agree to take full responsibility to assure FPUA that all requirements stated in Document No. FPUA042716EN will be completed as required by the dates listed in said document.

I further take full responsibility for any and all charges issued by FPUA associated with this issue.

JD I understand that failure to comply with any part of the requirements listed in Document No. FPUA042716EN may result in penalty fines of $100.00 to $1000.00 per day and or the immediate disconnection of water service to the above listed location. In the event of disconnection of water services, I further agree to take no action to restore water services before the requirements listed in Document No.FPUA042716EN have been satisfactorily completed.

JD I understand all the requirements stated in Document No. FPUA042716EN.

JD I have been given the opportunity, before signing this document, to ask questions.

JD I have received a copy of Document No. FPUA042716EN.

Responsible party	**FPUA Representative**	**Witness**
Print: Jane Dong	Harry Sherva	Samantha Rowland
Signature:		
Date: 04/27/2016	4-27-16	4-27-16

Please contact (772) 466-1600 extension 5511 for questions related to this notice

FORT PIERCE UTILITIES AUTHORITY
GREASE INTERCEPTOR SPECIFICATION APPROVAL SHEET

Both pages of this form must be returned to Fort Pierce Utilities Authority (FPUA) with shop drawing and specification sheets before any permit will be issued by the City of Fort Pierce.

(TO BE COMPLETED BY CUSTOMER)

DATE: 09/06/2016

CUSTOMERS NAME: Jane DONG

BUSINESS NAME: Seoul Garden

BUSINESS ADDRESS: 0510 S. U.S. HWY I

CUSTOMERS PHONE NO. 772 462 - 6588

CUSTOMERS SIGNATURE:

(TO BE COMPLETED BY LICENSED PLUMBER)

DATE: 9/8/16 DBA Reed Suddeth

PLUMBERS NAME: CRS Plumbing LISENCE NO. On File

BUSINESS NAME: CRS Plumbing

BUSINESS ADDRESS: P.O. Box 12755

PHONE NO. 466 7763

PLUMBERS SIGNATURE:

IS INTERCEPTOR IN TRAFFIC AREA? No ASPHAULT ____ CONCRETE ✓

INTERCEPTOR SIZE EXISTING

THE REQUIREMENTS BELOW MUST BE FOLLOWED FOR ALL GREASE INTERCEPTOR INTALLATIONS.

1. SHOP DRAWINGS SHOWING THE INSTALLATION OF THE GREASE INTERCEPTOR AND PLUMBING ALONG WITH SPECIFICATION SHEETS SHOWING ALL MATERIALS USED IN THE INSTALLTION OF THE GREASE INTERCEPTOR MUST BE INCLUDED WITH THIS FORM AND DELIVERED TO THE INDUSTRIAL PRETREATMENT PROGRAM SUPERVISOR. AT HSHERVA@FPUA.COM OR 403 Seaway Drive, Fort Pierce, FL. 34949
2. PLUMBING PERMIT IS REQUIRED FOR ALL PLUMBING WORK ON GREASE interceptors, REGARDLESS HOW SMALL OF A PROJECT. NO CONSTRUCTION ALLOWED WITHOUT PERMIT.
3. PERMITS WILL NOT BE ISSUED BY THE CITY UNTIL SHOP DRAWINGS AND SPECIFICATION SHEET HAVE BEEN APPROVED BY FPUA.
4. PERMIT CARD MUST BE ON SITE DURING INSPECTION OF GREASE TRAP INSTALLATION
5. THE CITY OF FORT PIERCE WILL NOT INSPECT AND APPROVE ANY INSTALLTION UNTIL FPUA SIGNS THE PERMIT CARD AS SATISFACTORY.
6. NO GREASE INTERCEPTOR SHALL BE PUT INTO SERVICE UNTIL APPROVED BY BOTH FPUA AND THE CITY OF FORT PIERCE.

Please contact (772) 466-1600 extension 5511 for questions related to this notice

403 Seaway Drive (34949)
P.O. Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600
Fax: 772.489.5907

Water Reclamation
"Committed to Quality"

WARNING LETTER

September 6, 2016

IN THE MATTER OF

Business Name: Seoul Garden, Inc.
Business Address; 2510 South US Highway 1
Fort Pierce, FL. 34982
GT No's: GT0111
Location No: 54701000
Customer No: 244923

I-LEGAL AUTHORITY

This Notice is based on requirements as stated in Fort Pierce Utilities Authority (FPUA) Resolution 2013-09, and City of Fort Pierce Ordinance L-296.

II-FINDINGS

The above mentioned business location, hereinafter referred to as "Customer" changed ownership on November 16, 2015. Whenever a business changes ownership an integrity inspection of the grease interceptor or trap is required.

An integrity inspection of the grease interceptor at the above mentioned location was performed on January 12, 2016. Based on the finding of this inspection a determination was made that the aforementioned interceptor does not meet the requirement set forth in FPUA Sewer Use Ordinance (SUO), Resolution 2013-09 Article II Section II-2 (H)(3)(a), and the City of Fort Pierce Ordinance L-296 Division 3 Subdivision II, Section 20-131(h)(3)(a).

On January 14, 2016 a "Notice to Correct" (NTC) was issued to customer. This notice had requirements and due dates. The first due date was February 13, 2016, this was for submittal of shop drawing, spec. sheets and completed Spec. Sheet Approval form. **No Shop Drawings Submitted**

On March 1, 2016 a "Notice of Violation" (NOV) was issued to customer. This notice had requirements and due dates. The first due date was March 31, 2016, this was for submittal of shop drawing, spec. sheets and completed Spec. Sheet Approval form. **No Shop Drawings Submitted**

On April 8, 2016 a "Notice of Penalty Fine" (NOPF) was issued to customer. This notice had requirements and due dates. The first due date was April 23, 2016, this was for submittal of shop drawing, spec. sheets and completed Spec. Sheet Approval form. **No Shop Drawings were submitted. (On April 22, 2016, customer requested an "Agreement Document")**

On April 27, 2016 an "Extension Notice" (EN) was issued to customer. The EN required customer to attend the May 18, 2016 and August 18, 2016 workshops for grant funding. Customer has completed both workshops as required but has failed to apply for grant funds.

III-CORRECTIVE ACTION

The above mentioned customer shall take the following corrective action;

1. Within (10) ten calendar days of the date of this notice (September 16, 2016), Customer shall submit to the grant program office the required grant funding application along with at least one estimate of costs to make the required repairs to bring the interceptor at the above listed facility back into compliance.

2. Within (15) fifteen calendar days after approval for grant funding by the City of Fort Pierce city council, customer shall submit to this office, spec. sheets for the materials used in making the required repairs and upgrades to the grease interceptor at the above location. This shall include the required Spec. Sheet Approval Form that is included with this notice.

3. Within (45) forty five calendar days after approval for grant funding by the City of Fort Pierce city council, all repairs and upgrades shall be completed and inspected by **both** FPUA and City of Fort Pierce.

It is the customer's responsibility to obtain any required permits from the Fort Pierce Building Department

If you have any questions or concerns regarding any part of this notice, please contact me.

Harry Sherva
Pretreatment Supervisor
Fort Pierce Utilities Authority
403 Seaway Drive
Fort Pierce, FL. 34949
(772) 466-1600 Ext. 5511
hsherva@fpua.com

Cc: Mark Kobbe, WW Superintendent
Tom Daroza, Industrial Pretreatment Inspector III
Samantha Rowland, Industrial Pretreatment Staff Assistant II
Key Account General Mailbox
Mark Meyers, City of Fort Pierce, Bldg. Official
Shaun Coss, City of Fort Pierce, Bldg. Dept. Investigator
IPP FOG File

403 Seaway Drive (34949)
P.O. Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600
Fax: 772.489.5907

Water Reclamation
"Committed to Quality"

EXTENSION NOTICE

April 27, 2016 Document No. **FPUA042716EN**

IN THE MATTER OF

Business Name: Seoul Garden, Inc.
Business Address; 2510 South US Highway 1
Fort Pierce, FL. 34982
GT No's: GT0111
Location No: 54701000
Customer No: 244923

I-LEGAL AUTHORITY

This Notice is based on requirements as stated in Fort Pierce Utilities Authority (FPUA) Resolution 2013-09, and City of Fort Pierce Ordinance L-296.

II-FINDINGS

The above mentioned business location, hereinafter referred to as "Customer" changed ownership on November 16, 2015. Whenever a business changes ownership an integrity inspection of the grease interceptor or trap is required.

An integrity inspection of the grease interceptor at the above mentioned location was performed on January 12, 2016. Based on the finding of this inspection a determination was made that the aforementioned interceptor does not meet the requirement set forth in FPUA Sewer Use Ordinance (SUO), Resolution 2013-09 Article II Section II-2 (H)(3)(a), and the City of Fort Pierce Ordinance L-296 Division 3 Subdivision II, Section 20-131(h)(3)(a).

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Please contact (772) 466-1600 extension 5511 for questions related to this notice

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As a "Good Will Gesture" FPUA shall grant Customers an extension of time to complete repairs listed in the January 14, 2016 NTC.

Customer shall be immediately placed on monthly inspections of customers grease interceptor. Customer shall remain on monthly inspection schedule until customer has completed all required repairs as listed in the January 14, 2016 NTC, to FPUA's satisfaction.

III-CORRECTIVE ACTION

#35.20

The above mentioned customer shall take the following corrective action;

1. Within (60) sixty calendar days of the date of this notice (June 26, 2016), Customer shall submit to this office, spec. sheets for the materials used in making the required repairs and upgrades to the grease interceptor at above location. This shall include the required Spec. Sheet Approval Form that is included with this notice.

2. Within (90) ninety calendar days of the date of this notice (July 26, 2016), all repairs and upgrades shall be completed and inspected by **both** FPUA and City of Fort Pierce.

Or customer may be eligible to seek financial assistance through the FPUA / City of Fort Pierce Grant Program. If customer chooses to take advantage of the grant program, customer take the following corrective action;

1. Customer shall attend the May 18, 2016 and August 18, 2016 workshops. Attendance to both workshops are required in order to apply for grant funds. *All enforcement shall be halted during this period to allow customer time to complete the grant program requirements. Failure to attend either workshop will reinstate enforcement immediately.*

2. Within (15) fifteen calendar days of the date of the final workshop (September 2, 2016), Customer shall submit to this office, spec. sheets for the materials used in making the required repairs and upgrades to the grease interceptor at above location. This shall include the required Spec. Sheet Approval Form that is included with this notice.

3. Within (45) forty five calendar days of the final workshop (October 2, 2016), all repairs and upgrades shall be completed and inspected by **both** FPUA and City of Fort Pierce.

No further time extensions will be granted without good cause.

It is the customer's responsibility to obtain any required permits from the Fort Pierce Building Department

Please contact (772) 466-1600 extension 5511 for questions related to this notice

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2016**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **SEOUL GARDEN** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

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

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

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

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

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

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

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

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

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

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

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2017.**

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

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

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

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

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

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

Any equipment purchases over $500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over $500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

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

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

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

12. General Terms and Conditions:

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

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

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

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

and grants the Grantor the option of retention of the project records, books, papers and documents.

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

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

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

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

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

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

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

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

M. The Subrecipient agrees to participate in training to become informed about the regulations

governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

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

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

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

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

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

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

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

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

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

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

5) Violates Labor Standards requirements, or

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

14. Other Provisions

A. Equal Employment Opportunity

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

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

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

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

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

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

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

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

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

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

N. Provisions Required by Law Deemed Inserted.

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

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

	GRANTOR:
ATTEST:	CITY OF FORT PIERCE
_____	_____
Linda Cox, City Clerk	Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **SEOUL GARDEN**

By: _____
Dong, OK K

Print: _____

Title: **Vice President**

Today's Date: _____

City Commission Regular Meeting **Agenda Item # 10. j.**

Meeting Date: 10/03/2016

Re: Mayor Hudson travel

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $294.66 for Mayor Hudson to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Kissimmee, Florida.

SUMMARY:

Approval of travel expenses in the amount of $294.66 for Mayor Hudson to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Kissimmee, Florida.

RECOMMENDATION:

Approve travel request.

ALTERNATIVES:

Deny travel request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

Account: 001-1000-511-40-30

Amount: 294.66

OTHER INFORMATION:

Approval of travel expenses in the amount of $294.66 for Mayor Hudson to attend the Florida League of Cities' Legislative Policy Committee meeting to be held on October 28, 2016 in Kissimmee, Florida.

Attachments

Legislative Policy 10.28.2016

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	08/08/2016 08:58 AM

City Manager	Nick Mimms	08/10/2016 04:45 PM
Form Started By: Caleta Scott		Started On: 08/05/2016 10:51 AM
Final Approval Date: 08/10/2016		

REGISTRATION INFORMATION
Florida League of Cities
PO Box 1757
Tallahassee, FL 32302
850-701-3624

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites Orlando Lake I
4955 Kyngs Heath Road
Kissimmee, FL 34746
407-597-4000

DATE: **08/03/16**

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 10/27/2016
3. RETURN DATE: 10/28/2016
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-511-40-30**
6. AMT BUDGETED: 7500

7. BALANCE AVAILABLE: 1865.26

DEPARTMENT: City Commission
DEPARTURE TIME: 5:00 PM
RETURN TIME: 3:00 PM
PURPOSE: 2016-17 Legislative Policy Committee

Expenses must comply with City Code of Ordinances 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

$294.66

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # **82248519**		139.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.54 **216**			116.64	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
6.5% STATE TAX			1.82	
15% GRATUITIES			4.20	
TOTALS	0.00	139.00	155.66	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Kimberly Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/16 DLN

RECEIVED
TIME _____
AUG 05 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

"Approved conditionally"
Requires City Commission approval

Buena Vista South

On Aug 1, 2016, 2:21:22 PM, medenfield@flcities.com wrote:

From: medenfield@flcities.com
To: medenfield@flcities.com
Cc:
Date: Aug 1, 2016 2:21:22 PM
Subject: 2016-2017 policy committee sign-up/hotel reservation information
This email is to confirm that the League of Cities has successfully received your online sign-up for the 2016-2017 Legislative Policy Committee process. President Haynie will announce policy committee chairs, vice-chairs and members on August 26. Official letters will be individually mailed to the address provided on your sign-up form. Email notifications will be sent as a group to each full committee roster using the email address provided on the sign-up form.

Please begin making your travel arrangements for the September 30 and October 28 meetings if you have not already done so.

Both the September and October meetings will be held at **Embassy Suites Orlando Lake Buena Vista South**, located at 4955 Kyngs Heath Road in Kissimmee. The South part of the hotel name is underlined because there is another Embassy Suites Lake Buena Vista. Reservations can be made by calling 407-597-4000. Remember to use the group code list below.

September meeting
Room Rate - $119
Cut-off date - **September 6, 2016**
Phone: 407/597-4000
Ask for reservations and use the group code CIT.

October meeting
Room Rate - $139
Cut-off date - **October 4, 2016**
Phone: 407/597-4000
Ask for reservations and use the group code LEG.

If you have any questions, please do not hesitate to contact me.

Mary Edenfield
Legislative Coordinator
Florida League of Cities
PO Box 1757
301 S. Bronough Street, Suite 300
Tallahassee, FL 32302-1757
(850) 701-3624 or (800) 342-8112

Please Note: Florida has very broad public records laws. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please immediately notify the sender by reply e-mail and delete the e-mail and any associated materials from all devices.

Your 27 Oct 2016 Confirmation #82248519
Embassy Suites by Hilton Confirmed
to:
cscott@city-ftpierce.com
08/02/2016 10:55 AM
Hide Details
From: "Embassy Suites by Hilton Confirmed" <embassysuitesbyhilton@res.hilton.com>
To: "cscott@city-ftpierce.com" <cscott@city-ftpierce.com>
Please respond to embassyhelp@hiltonres.com
Security:
Some images were prevented from loading. Show Images

Embassy
Suites

PLAN

Embassy Suites by Hilton Orlando Lake Buena Vista South
4955 Kyngs Heath Road, Kissimmee, FL 34746
T: 1 407-597-4000

Oct. 27, 2016 – Oct. 28, 2016
Confirmation Number: 82248519

UPDATE

Linda Hudson,

see you on Oct 27, 2016

EXPLORE Neighborhood

Hilton Hotels & Resorts

Find Us

DIG INTO Dining and Nightlife

Services & Amenities

Hilton

Your Room Information:

1 KING BED NONSMOKING

Rooms:	1
Guests:	1 Adult
Check In:	Oct 27 3:00 PM
Check Out:	Oct 28 12:00 PM

Your Rate Information:

FL LEAGUE OF CITIES

Rate per night :	139.00	USD
Total for Stay per Room		
Rate:	139.00	USD
Taxes:	18.07	USD
Total:	157.07	USD
Total for Stay :	**157.07**	**USD**

Effective October 1, 2016, self-parking will be a charge of $10.00 plus tax and valet parking will be $15.00 plus tax.

Google Maps

Fort Pierce General Government to 4955 Kyngs Heath Rd, Kissimmee, FL 34746

Drive 108 miles, 1 h 48 min

100 U.S. 1, Fort Pierce, FL 34950

Get on I-95 N from FL-68 W/Orange Ave

10 min (4.5 mi)

1. Head northwest on US-1 N toward Avenue A

259 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto FL-68 W/Orange Ave

3.7 mi

5. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach

0.5 mi

Follow I-95 N to FL-60 W/20th St in West Vero Corridor. Take exit 147 from I-95 N

12 min (15.3 mi)

6. Merge onto I-95 N

15.1 mi

7. Take exit 147 for FL-60 toward Vero Beach/Lake Wales

0.2 mi

Get on Florida's Turnpike in Osceola County

25 min (25.3 mi)

8. Turn left onto FL-60 W/20th St (signs for Lake Wales)
   Continue to follow FL-60 W

24.6 mi

9. Use the right lane to take the Florida's Turnpike ramp
   Toll road

0.2 mi

10. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
    Toll road

0.5 mi

Follow Florida's Turnpike to E Osceola Pkwy in Buena Ventura Lakes. Take exit 249 from Florida's Turnpike

45 min (55.4 mi)

11. Merge onto Florida's Turnpike
    Toll road

55.1 mi

12. Take exit 249 for Osceola Pkwy
    Toll road

0.3 mi

Continue on E Osceola Pkwy. Drive to Kyngs Heath Rd

16 min (7.3 mi)

13. Use any lane to turn left onto E Osceola Pkwy
    Partial toll road

6.2 mi

14. Take the exit toward US-192/Resort Area/FL-535
    Toll road

0.4 mi

15. Continue onto N Poinciana Blvd (signs for US-192 W/Marker)
    Toll road

0.1 mi

16. Turn left onto FL-535 S

0.5 mi

17. Turn right onto Kyngs Heath Rd
    Destination will be on the right

325 ft

4955 Kyngs Heath Road

Kissimmee, FL 34746

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

City Commission Regular Meeting **Agenda Item # 11. a.**

Meeting Date: 10/03/2016

Re: Waiver of Distance Application for 2 COP Alcoholic Beverage License - Wood Fyah Bar & Grill, 2164 N US Highway 1.

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Review and approval of an application for a Waiver of Distance submitted by Applicant; Wood Fyah Bar & Grill to acquire 2 COP License for Sale of Beer and Wine for Consumption on Premises and Package Sales of Sealed Containers on a parcel located at 2164 North US Highway 1, Fort Pierce, FL. The property is zoned C-3, General Commercial (Parcel ID 1433-440-0009-010-1).

SUMMARY:

- The applicant is requesting a 2 COP license to serve beer and wine for consumption on premises in a restaurant.
- There are two (2) licensed establishments located within 1,600 feet of the proposed establishment, therefore,the applicant is requesting a waiver of the minimum required distance of 1,600 feet between the applicant's establishment, and two neighboring licensed establishments.
- The proposed restaurant has a gross floor area of approximately 3,440 square feet and is planned to seat 65 patrons.
- At their September 13th, 2016 meeting, the Planning Board voted unanimously, to recommend approval of the Waiver of Distance with the staff recommended condition.
- A total of 13 notifications of the proposed Waiver of Distance were mailed to the owners of the properties located within 500 feet of the subject property. As of September 23, 2016, no responses have been received, an update will be provided to the Commission.

RECOMMENDATION:

Approval with condition that the applicant provides a site lighting assessment to ensure the site lighting meets the minimum average of two (2) foot-candles, as required by City Code, and upgrade the lighting if necessary, prior to release of the alcohol license.

ALTERNATIVES:

- Approval with alternative conditions.
- Denial

RESPONSIBLE STAFF:

Maria Lewicka, AICP
Historic Preservation Planner

COORDINATED WITH:

Rebecca Grohall, AICP
Planning Director

Kori Benton
Senior Planner

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Staff Report
Aerial & Zoning Map
Application and Supporting Documents
Property Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2016 01:08 PM

Form Started By: Maria Lewicka
Started On: 09/23/2016 01:44 PM
Final Approval Date: 09/27/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Rebecca Grohall, AICP, Planning Director

FROM: Maria Lewicka, AICP, Historic Preservation Planner

RE: **Application for Waiver of Distance – 2COP Alcoholic Beverage License**
Wood Fyah Bar & Grill
2164 North US Hwy 1

DATE: September 23, 2016

STAFF REPORT

Applicant/Business Owner: Wood Fyah Bar & Grill
2164 North US Hwy 1
Fort Pierce, FL 34946

Property Owner: Dover-Neal Development Inc.
4261 13th Street
Wyandotte, MI 48192

Requested Action: Approval of a Waiver of Distance for an Alcoholic Beverage License

Type of License: 2COP: Sale of Beer and Wine for Consumption On Premises and Package Sales of Sealed Containers.

Name of Establishment: Wood Fyah Bar & Grill

Type of Establishment: Restaurant

Site Location: 2164 North US Hwy 1

Parcel ID: 1433-440-0009-010-1

Current Zoning: C-3, General Commercial Zone

Future Land Use: CG, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3/C-6	C-3	C-3

Staff Analysis:

Section 3-7 of the City Code prohibits the City from granting approval for the sale of alcoholic beverages by retail for consumption on the premises where the establishment is located within 1,600 feet of other licensed establishments, a church, or a school unless a Waiver of Distance is granted.

The applicant is requesting a 2COP license to serve beer and wine for consumption on premises in a restaurant. However, (2) licensed establishments are located within 1,600 feet of the proposed establishment. Therefore, in accordance with Section 3-9 of the City Code, the applicant is requesting a waiver of the minimum required distance of 1,600 feet between the applicant's establishment, and two neighboring licensed establishments.

As specified by Section 3-15 of the City Code, a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

a. The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises, as well as churches and schools;

Per the manner of measurement outlined in City Code Section 3-8, there are two (2) similar licensed establishments located within 1,600 feet of the proposed establishment. The existing site of St. Lucie Inn Lounge & package maintains an active license to sell alcoholic beverages and is approximately 650 feet away. Touch of Brooklyn Pizza is located approximately 1,100 feet away from the proposed location.

b. The type and size of the establishment, including any bar floor space and seating capacity, and whether, in view of such type or size, the proposed establishment is likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building;

The proposed restaurant has a gross floor area of approximately 3,440 square feet. The restaurant is planned to seat 53 patrons via traditional dining tables and 12 via bar tools. Given the type and size of the proposed establishment (typical restaurant serving lunch and dinner), staff finds that it is not likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building.

c. Whether adequate parking and landscaping for the facility are provided so as to meet the requirements set forth in sections 22-59 through 22-61;

The existing site contains adequate parking and landscaping.

d. Whether the facility is physically separated or well buffered from all adjacent residentially zoned areas;

The proposed establishment is surrounded entirely by commercially zoned property. The perimeter landscaping and abutting roadways offer a sufficient landscape buffer for the surrounding uses.

e. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhoods;

The proposed establishment's access is from US Hwy 1 and from A-1-A. It would not be necessary for either customers or commercial vehicles to pass through low or moderate density residentially zoned neighborhoods.

f. Whether, if the facility is located within sixteen hundred (1,600) feet of a church or school, it will generate traffic which may adversely affect the safety of persons attending such church or school.

This establishment is not located within 1,600 feet of a church or school.

Planning Board Comments:

At their September 13th, 2016 meeting, the Planning Board voted unanimously, to recommend approval of the Waiver of Distance with the following condition:

The applicant provides a site lighting assessment to ensure the site lighting meets the minimum average of two (2) foot-candles, as required by City Code, and upgrade the lighting if necessary, prior to release of the alcohol license.

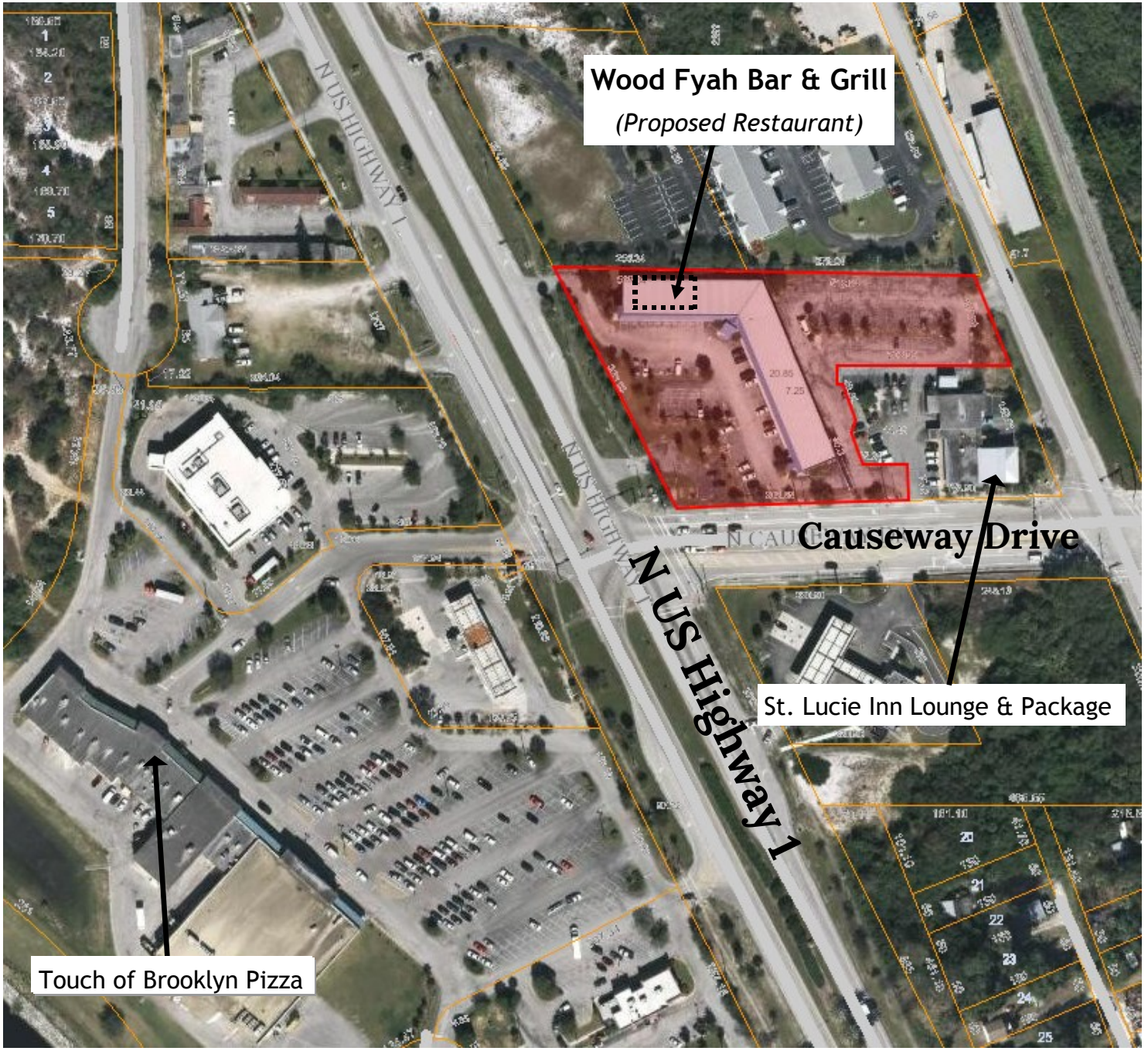
Property Owner Response Summary:

A total of 13 notifications of the proposed Waiver of Distance were mailed to the owners of the properties located within 500 feet of the subject property. As of September 23, 2016, no responses have been received.

Staff Comments:

As the proposed establishment does not present factors that adversely affect community health, safety or general welfare, meets the above-summarized criteria, Staff recommends **approval** of the Waiver of Distance for a 2COP Alcoholic Beverage License for the proposed Wood Fyah Bar & Grill establishment with the following condition:

The applicant provides a site lighting assessment to ensure the site lighting meets the minimum average of two (2) foot-candles, as required by City Code, and upgrade the lighting if necessary, prior to release of the alcohol license.

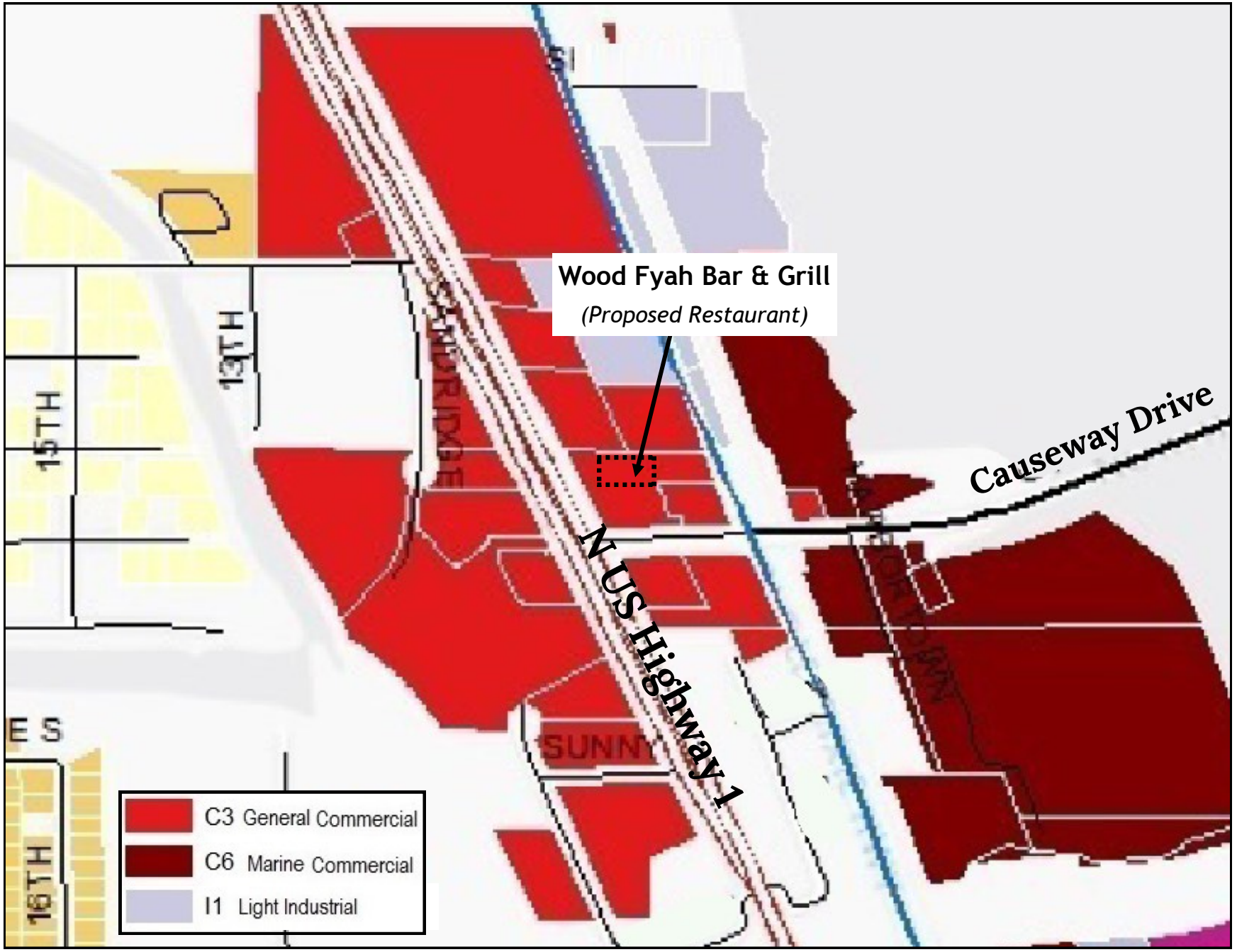


THE SUNRISE CITY
FORT PIERCE
Florida

Wood Fyah Bar & Grill Site Location Map

2164 N US Hwy 1

N
W
E
S



THE SUNRISE CITY FORT PIERCE Florida

Wood Fyah Bar & Grill–Zoning Map

2164 N US Hwy 1

CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN REDEVELOPMENT ◊ ZONING

RECEIVED
AUG 1 2016
CITY OF FORT PIERCE
PLANNING & ZONING

WAIVER OF DISTANCE

Property address or Location 2164 ~~2202~~ N. U.S. HWY 1, FT. Pierce

Parcel ID #(s) 1433-440-0009-010-1

Project description Note: Actual Address of restaraunt is 2164 N. US. 1, Hwy 1 additional units also 2162, 2158 + 2160 ~ FT. Pierce, Fl

Dover-Neal Development
Property Owner(s)

4261 13th Street
Street Address

Wyando He, MI ~~48192~~ 48192
City State Zip

313-600-2100
Phone Number

idoverspike@ecorse.com
Email Address

WOOD FYAH BAR & GRILL
Applicant/Representative, Title, Company

2164 North US Hwy 1
Street Address

Fort Pierce FL 34946
City State Zip

772 672 9329
Phone Number

arlenegoodazz@yahoo.com
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 21st day of July, 2016, by Ivan Doverspike who is personally known to me or has produced his drivers license as identification.

Signature of Notary (seal)

SANDRA J. FRASIER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 27 2018
ACTING IN COUNTY OF Wayne

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3000 x729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ WAIVER OF DISTANCE

Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ☐ As-built site drawing, to scale, including the building, front door, parking area, traffic ingress and egress, sidewalks, landscaping and exterior lighting
- ☐ Sketch of the building's interior layout including square footage of the following: kitchen, bar area, seating arrangement, and restrooms
- ☐ Complete, notarized

Application Type:

- ☐ 1 APS/2APS: Beer Only / Package Sales or On-Premises Consumption
- ☑ 1 COP/2COP: Beer and Wine/Package Sales or On-Premises Consumption
- ☐ 3 APS: Beer, Wine & Liquor/Package Sales Only
- ☐ 4 COP: Beer, Wine & Liquor/On-Premises Consumption

Business Information:

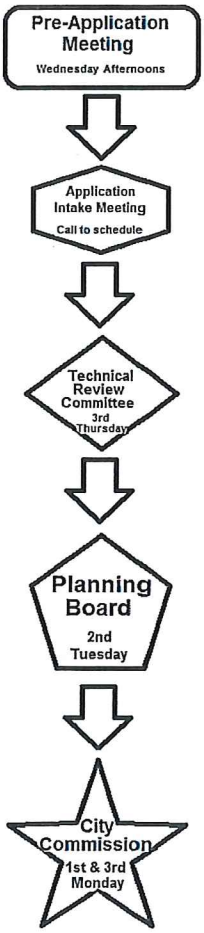
- ☑ New Business
- ☐ Transfer from:_____ Open since:_____
  address *year*

Building Size 3440 Maximum Occupancy_____ Total Seating 65 Parking Spaces 34

Hours of Operation:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
to 10	to 10	to 10	to 10	to 11	to 11	to —

Application Outlook



Minimum requirements for on-premises consumption.

(1) An applicant holding a "Beer and Wine—Consume on Premises and Package Sales" license must be engaged in conducting a bona fide restaurant establishment, for which such waiver is sought, and to qualify as a bona fide restaurant the restaurant must:

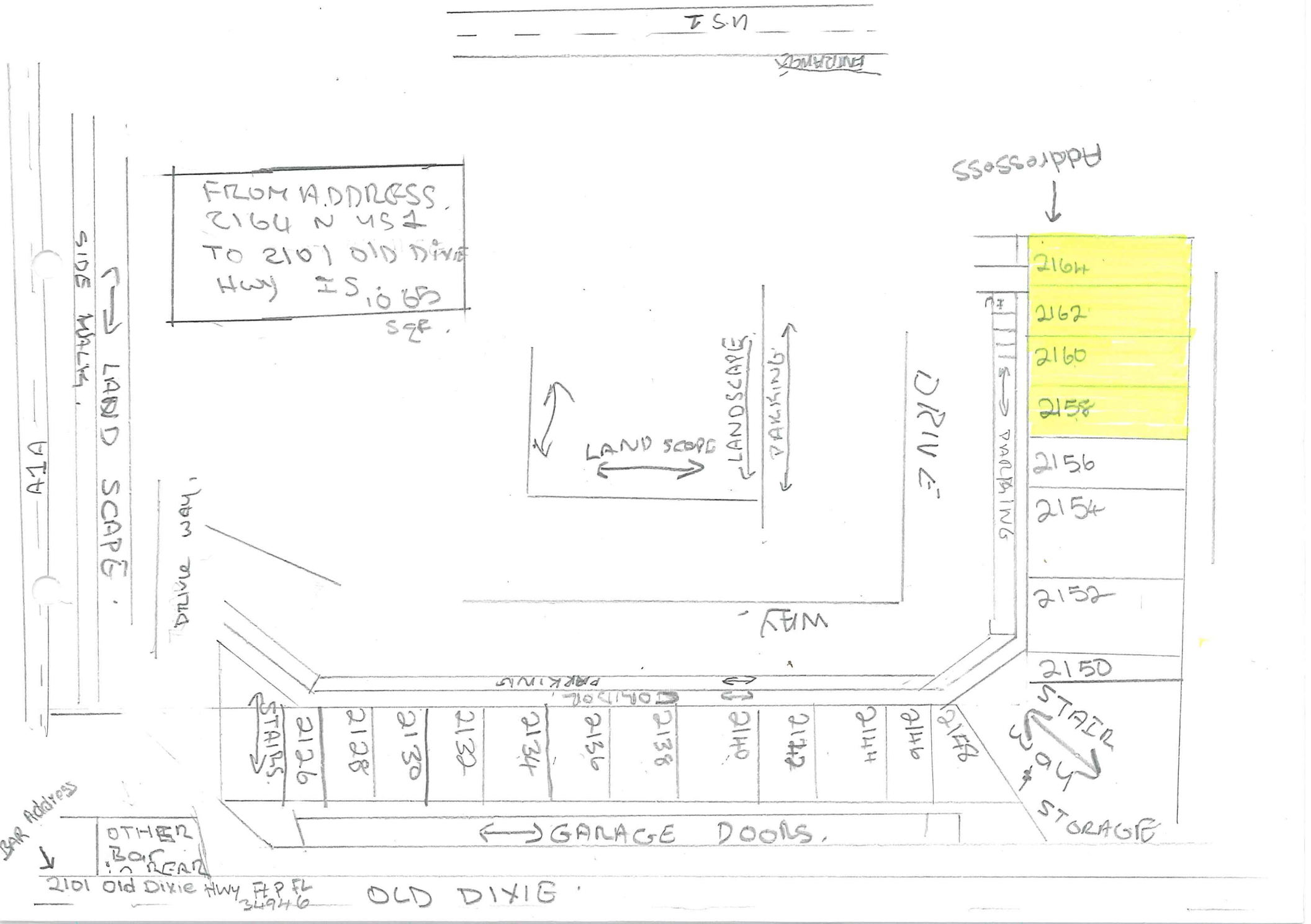
(a) Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;

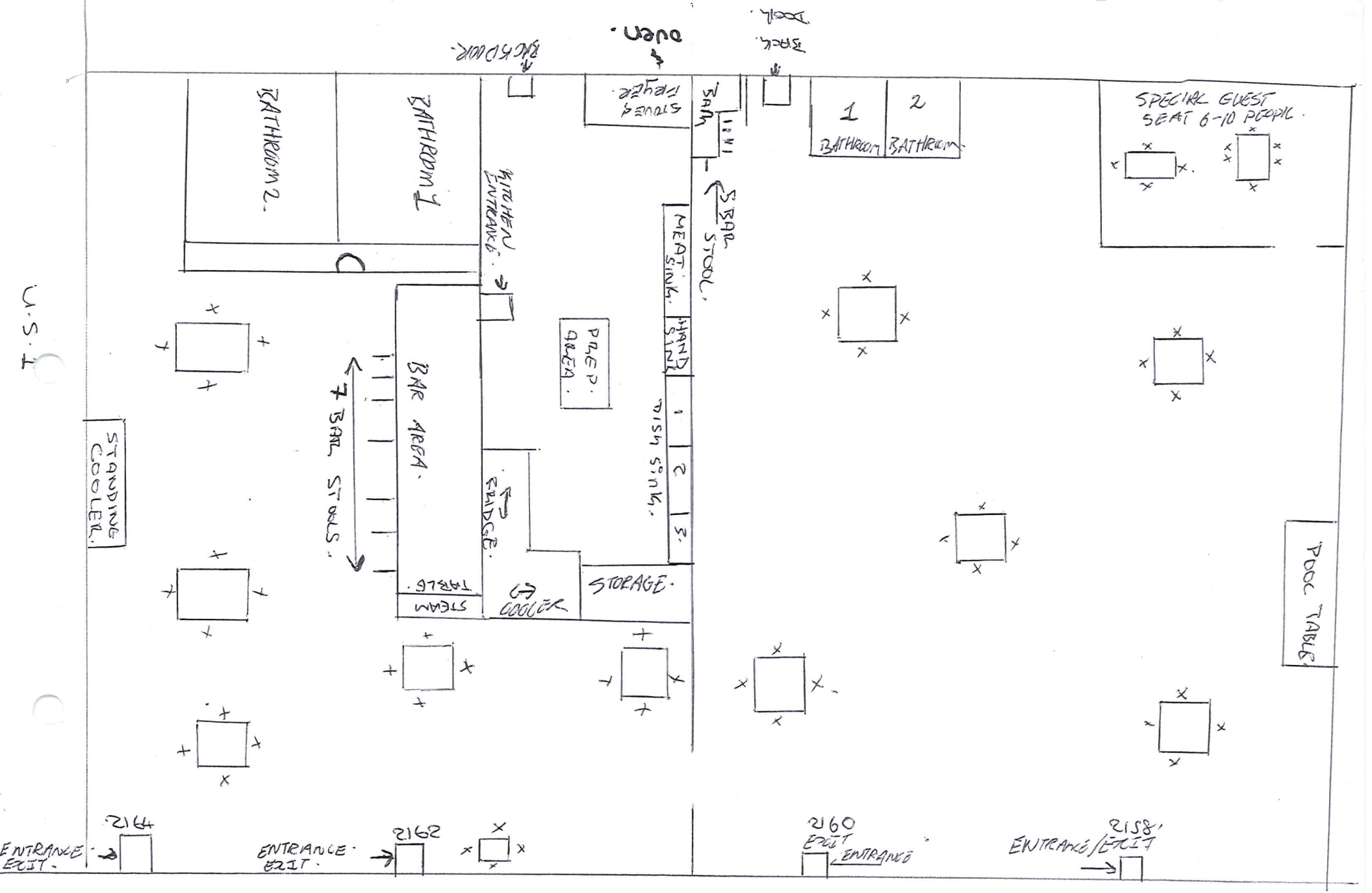
(b) Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;

(c) Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.

(2) An applicant holding a "Beer, Wine and Liquor—Consume on Premises and Package Sales" license must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area.

Wood Fyah Bar & Grill
2164 North US Hwy 1
Fort Pierce FL 34946





RESTAURANT FLOOR.
PLAN FOR.
WOOD FYAH BAR & GRILL.

WOOD FYAH HAS FOUR STORE FRONTS.
FROM 2164 - 2158'
TOTAL SQF 3440.

Bar 285 SQF
Bathroom Each 120 SQF (4)
Kitchen 620 SQF

Property Identification

Site Address: 2202 N US HWY 1
Sec/Town/Range: 33/34S/40E
Map ID: 14/34S
Zoning: C3

Parcel ID: 1433-440-0009-010-1
Account #: 11543
Use Type: 1600
Jurisdiction: Fort Pierce

Ownership

Dover-Neal Development Inc
4261 13th St
Wyandotte, MI 48192



Legal Description

33/34 34 40 BEG AT INT OF N R/W A1A AND ELY R/W US HWY 1 RUN N 87 DEG 48 MIN 28 SEC E ALG SD N R/WOF A1A 308.53 FT, TH N 02 DEG 12 MIN 29 SEC W 37.30 FT, TH S 87 DEG 48 MIN 28 SEC W 55.34 FT, TH N 23 DEG 50 MIN 19 SEC W 38.30 FT, TH N 19 DEG 04 MIN 13 SEC E 14.45 FT, TH N 21 DEG 10 MIN 31 SEC W 48.62 FT, TH N 89 DEG 38 MIN 12 SEC W 7.25 FT, TH N 00 DEG 10 MIN 45 SEC E 20.85 FT, TH N 89 DEG 17 MIN 30 SEC E 203.59 FT TO WLY R/W OLD DIXIE HWY, TH N23 DEG 30 MIN 41 SEC W ALG SD WLY R/W 137.39 FT, TH N 89 DEG 40MIN W 283.65 FT, TH N 89 DEG 42 MIN W 229.89 FT TO E R/W US 1, THSLY ALG US 1 329.97 FT TO POB (2.57 AC) (OR 889-1023 AND 1026)

Current Values

Just/Market Value:	$1,075,200
Assessed Value:	$1,075,200
Exemptions:	$0
Taxable Value:	$1,075,200

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	29,515
Gross Area (SF):	40,099
Land Size (acres):	2.57
Land Size (SF):	111,949

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Mar 7, 1994	0889 / 1023	XX00	WD	F N B PROPERTIES INC	$1,040,000
Oct 20, 1992	0813 / 2899	XX01	CT		$975,000

Building Information (1 of 1)

Finished Area: 29,515 SF

Gross Total Area: 40,099 SF

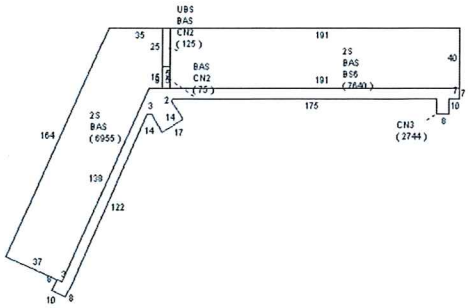
Exterior Data

View:	Roof Cover: Roll Comp	Roof Structure: BarJst/Rigid
Building Type: NSCT	Year Built: 1984	Frame:
Grade: Y_D+	Effective Year: 1984	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 34	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 0%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	14595	14595	888
BAS	BASE AREA	14795	14795	988
BS6	BASEMENT/60	7640	0	462
CN2	CANOPY	200	0	100
CN3	CANOPY	2744	0	760
UBS	UPPER BASE AREA/+1	125	125	60

Special Features and Yard Items

Type	Qty	Units	Year Blt
ELEVATOR	1	2670	1979
ASP2 LOW	1	26000	1979
DOUBLE LIGHT	1	3	1984
SINGLE LIGHT	1	6	1984
CONCRET RAMP	1	48	1984
CEMENT CURB	1	156	1984
CONCRETE LOW	1	2974	1984

Current Year Values

Current Values Breakdown

Building:	$963,300
Land:	$111,900
Just/Market:	$1,075,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$1,075,200
Exemption(s):	$0
Taxable:	$1,075,200

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	53.1	Fort Pierce Stormwater Charge	$2,867.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable

2015	$1,003,500	$1,003,500	$0	$1,003,500
2014	$1,025,500	$1,025,500	$0	$1,025,500
2013	$1,013,400	$1,013,400	$0	$1,013,400

Permits

Number	Date	Description	Amount	Fee
F00-0001162		Roof	$52,500	$0
F900000917	Jul 18, 1990	Heat and Air Conditioning	$4,000	$4,000
F96-000068	Jan 26, 1996	Alterations/Remodeling	$8,000	$8,000
F01-00001084	Mar 6, 2002	Alterations/Remodeling	$1,800	$75
RF2002-107	Dec 30, 2002	Roof	$52,500	$650
CP200416	Jul 12, 2004	Concrete	$800	$75
EXH20042	Dec 14, 2004	Unknown	$10,000	$275
MC2004193	Dec 14, 2004	Air Conditioning Only	$9,575	$375
MC200584	Apr 29, 2005	Air Conditioning Only	$7,000	$195
FSP20052	May 2, 2005	Sprinkler System	$900	$75
CR200623	Jun 8, 2006	Alterations/Remodeling	$1,000	$100
MC200641	Sep 14, 2006	Air Conditioning Only	$75,000	$900
0700000976	Jan 18, 2008	Roof	$350,000	$3,499
0800000574	Nov 12, 2008	Demolition	$0	$130
0800000684	Mar 10, 2009	Alterations/Remodeling	$42,000	$498
0800001493	Mar 31, 2009	Yard Sprinkler System	$12,900	$129
BP10-2085	Nov 12, 2010	Alterations/Remodeling	$545	$150
BP13-3023	Dec 13, 2013	Alterations/Remodeling	$12,300	$352

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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City Commission Regular Meeting **Agenda Item # 11. b.**

Meeting Date: 10/03/2016

Re: Vehicles for Hire

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Ordinance 16-021 Amending the Vehicles for Hire Ordinance. FIRST READING

SUMMARY:

The Mayor and City Commission requested that staff evaluate the existing vehicles for hire ordinance. A small workgroup reviewed other area ordinances, particularly St. Lucie County, in an attempt to develop consistent rules for operation of vehicles for hire within St. Lucie County. The result is the attached ordinance for consideration which clarifies and standardizes the conditions for operation of vehicles for hire within city limits.

RECOMMENDATION:

Adopt Ordinance 16-021.

ALTERNATIVES:

Adopt with changes or leave existing ordinance in place.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Police Department
Code Enforcement

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

16-021
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/29/2016 11:47 AM

Form Started By: Linda Cox Started On: 09/15/2016 03:58 PM
Final Approval Date: 09/29/2016

ORDINANCE NO. 16-021

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING **CHAPTER 9, LICENSES AND BUSINESS REGULATIONS, ARTICLE II BUSINESS TAX, SEC. 9-30 FEES, (219) TAXICABS and AUTOMOBILE FOR HIRE**; AMENDING **ARTICLE VIII – VEHICLES FOR HIRE**, DIVISION 1 – GENERALLY, SEC. 9-221 DEFINITIONS; DELETING AND RESERVING SEC. 9-222 TO 9-245; AMENDING DIVISION 2 – CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY; AMENDING SEC. 9-256 - REQUIRED; AMENDING SEC. 9-257 – APPLICATION; AMENDING 9-258 – PUBLIC HEARING; DELETING SEC. 9-259 – ISSUANCE; CONTENTS; AMENDING SEC. 9-260 TERRITORY SERVED BY EXISTING CERTIFICATE HOLDER; AMENDING SEC. 9-261 – DISPLAY; AMENDING 9-262 - LIABILITY INSURANCE; AMENDING SEC. 9-263 – TRANSFER; AMENDING 9-264 – SUSPENSION; REVOCATION; ADDING SEC. 9-265 – TRANSFER/ASSIGNABILITY; ADDING SEC. 9-266 – APPEALS; RESERVING SEC. 9-275-9-282; DELETING DIVISION 3 – DRIVER'S PERMIT, SEC. 9-276 – 9-28; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a need to clarify language concerning the conditions under which vehicles for hire may be operated in the City; to standardize the requirements for the issuance of certificates and provide classifications of vehicles for hire which may operate in the City; and to provide for enhanced safety measures for operators of vehicles for hire.

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

SECTION 1. Chapter 9, Article II, BUSINESS TAX, Sec. 9-30 Fees (219) TAXICABS and AUTOMOBILES FOR HIRE, of the Code of Ordinances of the City of Fort Pierce, Florida shall hereinafter read as follows:

(219) TAXICABS and ~~AUTOMOBILES~~ VEHICLES FOR HIRE:

a. ~~Cars carrying not exceeding ten (10) passengers~~ Vehicle designed to carry 15 or fewer passengers 63.67

b. ~~Cars carrying over ten (10) passengers~~ Vehicle designed to carry 16 or more passengers including the driver.....76.41

(For regulations relating to operators and drivers, see article VIII of this chapter)

SECTION 2. Chapter 9, Article VIII, "Vehicles for Hire", of the Code of Ordinances of the City of Fort Pierce, Florida shall hereinafter read as follows:

ARTICLE VIII. - VEHICLES FOR HIRE

DIVISION 1. - GENERALLY

Sec. 9-221. - Definitions.

The following words and phrases when used in this article shall have the meanings set out herein:

Applicant means an individual, partnership, association, or corporation who applies for a permit, pursuant to the terms of this article. In the case of partnerships, associations, and corporations, the term "applicant" also means each individual with a partnership interest, each associate and the corporate officers and director.

~~Callbox stand: A place alongside a street or elsewhere where the city manager has authorized a holder of a certificate of public convenience and necessity to install a telephone or callbox for the taking of calls and the dispatching of taxicabs.~~

Certificate ~~A certificate of public convenience and necessity issued by the city commission authorizing the holder thereof to conduct a taxicab business in the city.~~ means the written authority granted by the City Commission or City Clerk, to the holder thereof, to engage in providing public transportation services in the city.

Chauffeur means a duly licensed driver registered with the city to operate a motor vehicle.

Compensation means a return in money, property, or anything of value.

Motor carrier means an individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle, as defined herein, and which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.

Motor vehicle or vehicle means every vehicle or machine of 15-passenger capacity or less, excluding the driver, propelled by other than muscular motive power, used upon the public streets for public passenger transportation, including, but not limited to:

(1) *Taxicabs.* The term "taxicab" means a motor vehicle designated to accommodate not more than five passengers, exclusive of the driver, operated for compensation and the route or destination is controlled by the passenger therein.
(2) *Limousines*. The term "limousine" means any motor vehicle that is engaged for the exclusive use of the passenger, which provides seating accommodations for not less than six and not more than eight passengers, exclusive of the driver, and where the route or destination is controlled by the passenger.
(3) *Van.* The term "van" means any motor vehicle which provides seating accommodations for not less than nine and not more than 15 passengers, exclusive of the driver, operated for compensation, and the route or destination is controlled by the passenger therein.

Operator means the holder of a permit or certificate of transportation issued pursuant to this article.

Street means any public street, avenue, road, boulevard, alley, lane, highway, sidewalk, public park, viaduct, or other public place located within the city limits.

Sec. 9-222 to 9-255. Reserved.

~~Cruising: The driving of a taxicab on the streets, alleys or public places of the city in search of or soliciting prospective passengers for hire.~~

~~Driver's permit: The permission granted by the chief of police to a person to drive a taxicab upon the streets of the city.~~

~~Holder: A person to whom a certificate of public convenience and necessity has been issued.~~

~~Manifest: A daily record prepared by a taxicab driver of all trips made by such driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip.~~

~~Open stand: A public place alongside the curb of a street or elsewhere, in the city which has been designated by the city manager as reserved exclusively for the use of taxicabs.~~

~~Person: An individual, a corporation or other legal entity, a partnership and any unincorporated association.~~

~~Rate card: A card issued by the owner for display in each taxicab which contains the rates of fare then in force.~~

~~Taxicab or taxi: A motor vehicle regularly engaged in the business of carrying passengers for hire, having a seating capacity of less than seven (7) persons and not operated on a fixed route.~~

~~Taximeter: A meter instrument or device attached to a taxicab which measures mechanically the distance driven and the waiting time upon which the fare is based.~~

~~Waiting time: The time when a taxicab is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or fault of a passenger or passengers.~~

~~Sec. 9-222. - Bus franchises.~~

~~The provisions of this article shall not be applicable to the holders of any franchise from the city for the operation of buses in the city.~~

~~Sec. 9-223. - Enforcement.~~

~~The police department shall observe the conduct of holders and drivers and shall enforce this article according to law and report any violation of rules and regulations to the city commission that would revoke the certificate of public convenience of the holder.~~

~~Sec. 9-224. - Application for license; to set forth rates.~~

~~Each application for a license under this article shall set forth the rate of fare to be charged, which shall not thereafter be increased or decreased without approval of the city commission.~~

~~Sec. 9-225. - Conduct of operators.~~

~~No taxicab driver shall use indecent or profane language, or be guilty of loud or boisterous talking, shouting or disorderly conduct, or vex or annoy any passenger or any other person. No driver shall use intoxicants either immediately before or while on duty. No driver shall use narcotics at any time.~~

~~Sec. 9-226. - Designation of taxicabs and drivers; duties of owner.~~

- ~~(a) Every taxicab, motor bus or other motor vehicle operated under the provisions of this article shall have a sign attached to or printed on said vehicle, with either the words "Public" or "Taxicab," "Motor Bus" or "For Hire," thereon.~~
- ~~(b) The owner shall notify the police department of the names and addresses of all taxicab drivers in its employ. It shall be the owner's responsibility to inform prospective drivers that they must obtain a taxicab driver's permit from the city. The owner must not permit drivers without a taxicab driver's permit to operate taxicabs or other vehicles for hire in the city. Violation of this provision shall cause automatic revocation of the owner's franchise. All changes of residence of the owner or any driver shall be reported to the police department within three (3) days. Changes of location of the business shall be reported to the city manager immediately. The owner shall notify the police department of any taxicab or other vehicle for hire which is being permanently taken out of service.~~

~~Sec. 9-227. - Vehicles; equipment and maintenance.~~

- ~~(a) License. Prior to the use and operation of any vehicle under the provisions of this article, it shall be thoroughly examined and inspected by the police department and found to comply with such reasonable rules and regulations as may be prescribed and promulgated by the chief of police to provide safe transportation. They shall specify such safety equipment and regulatory devices as the chief of police shall deem necessary therefor. When the police department finds that a vehicle has met the standards established by the chief of police, the department shall issue a permit to that effect, which shall also state the authorized seating capacity of said vehicle.~~
- ~~(b) Inspection sticker. It shall be unlawful for any vehicle required under this article to be inspected, to be operated upon any streets of the city without first securing and having attached thereto an official inspection sticker issued by the police department.~~
- ~~(c) Equipment. All licensed taxicabs or other public vehicles, other than motor buses regulated under state law, shall be in sound operating condition. The brakes, tires, steering mechanism, windshield wipers, directional signals and all other equipment shall~~

be kept in such condition as to insure safe operation. Every taxi shall be equipped with front and rear bumpers. Taxis shall not be equipped with shades or curtains which can be manipulated in such a manner as to shield the occupants or the driver from observation. Radios and all other equipment which, in the opinion of the chief of police, are not reasonably useful in the furnishing of safe, adequate and convenient taxi service, are hereby prohibited. Each taxi shall be clean and sanitary throughout, and the owner shall see to it that the interior of the taxi is thoroughly cleaned at the end of each day's operation, or at intervals of no greater than twenty-four (24) hours.

(d) Inspection. Every taxi shall be inspected to determine its mechanical condition at least two (2) times a year, during the periods between April 1 and June 1, and between October 1 and December 1. This inspection shall take place at the city's garage or at a service garage designated by the chief of police. The owner shall pay to the city a fee of five dollars ($5.00) per taxi for each inspection. A report of such inspection shall be submitted to the city manager and the chief of police within ten (10) days after the inspection has been made. The police department may make, or cause to be made, special inspections of any licensed taxi whenever it feels the public safety would be served thereby. The police department shall have the right to inspect or check taxis at any time in enforcing the provisions of this article. Whenever the chief of police or his duly designated agent believes that a licensed taxi is unsafe or unclean or in any manner is in violation of this article, he shall stop its operation in the city until the condition has been rectified.

Sec. 9-228. - Taximeter.

All taxicabs operated under the authority of this article shall be equipped with taximeters fastened in front of the passengers, visible to them at all times, day and night; and, after sundown, the face of the taximeter shall be illuminated. Said taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism. It shall be sealed at all points and connections which, if manipulated, would affect its correct reading and recording. Each taximeter shall have thereon a flag to denote when the vehicle is employed and when it is not employed; and it shall be the duty of driver to throw the flag of such taximeter into a nonrecording position at the termination of each trip. Taximeters shall be subject to inspection from time to time by the police department. Any inspector or other office of said department is hereby authorized either on complaint of any person or without such complaint, to inspect any meter and, upon discovery of any inaccuracy therein, to notify the person operating said taxicab to cease operation. Thereupon said taxicab shall be kept off the highways until the taximeter is repaired and in the required working condition.

Sec. 9-229. - Taxicab rates—Generally.

(a) Every person owning, operating or controlling any motor vehicle operated as a taxicab within the limits of the city shall file with the city manager a schedule of the rates or fares to be charged for transportation of passengers in such taxicabs, which rates or fares shall be approved by the city commission, and all charges shall be strictly in accordance with such schedule. Such person may file an amended schedule of fares at any time, and such amended schedule shall show the date on which it is to become effective and shall be approved by the city commission.
(b) Each taxicab shall have posted in a conspicuous place therein a schedule of rates for the transportation of persons within the corporate limits of the city, and no charges shall be made except as provided by the rates so posted.

Sec. 9-230. - Same—Maximum amounts specified.
No owner or driver of a taxicab shall charge a greater sum for the use of a taxicab than the following rates:

(1) Hour rates: Six dollars ($6.00) per hour for one or more passengers.
(2) Mileage rates: Two dollars ($2.00) on the flag drop, and one dollar and fifty cents ($1.50) per mile, or fifteen (15) cents for each one-tenth (1/10) mile.
(3) Waiting time: Thirty five (35) cents for each minute of waiting time or fraction thereof.
(4) Packages carried by passengers: No charge.
(5) Suitcase or large bag: After the first two (2) suitcases or large bags, fifty (50) cents for each suitcase or bag thereafter.
(6) Foot lockers: Fifty (50) cents each.
(7) Trunks: One dollar ($1.00) each.
(8) Groceries handled by the driver: After the first two (2) bags or packages, fifty (50) cents each per bag or package regardless of number of bags or packages.

~~Every taxicab operated under this section shall have a rate card setting forth the authorized rates of fare displayed in such a place as to be in view of all passengers.~~

~~Sec. 9-231. - Same - Special rates.~~
~~The owners of taxicabs operated under the authority of this article may negotiate and contract for the transportation of children to and from schools or recreational centers and to transport adult laborers, maids and workers to and from any commercial plant, business or residence, at less than the price fixed for other passengers. Taxicabs while transporting or hauling persons under contract are exempt from the provisions of sections 9-228 and 9-230.~~

~~Sec. 9-232. - Identification permit card.~~
~~(a) All persons over the age of fourteen (14) years under contract for transportation by any taxicab operated under the authority of this article and amendments thereto, shall be issued a transportation identification permit card by the chief of police and the said passengers shall retain the said transportation identification permit card and exhibit it upon the request of any police officer.~~
~~(b) Application for a transportation identification permit card shall be made in writing to the chief of police upon a form to be provided by him and shall furnish the following information:~~
~~(1) Name and address of the applicant.~~
~~(2) Place of employment.~~
~~(3) Name of the taxicab owner or company.~~
~~(4) Length of time permit is requested.~~

~~The application shall be signed by the applicant and countersigned by the taxicab owner or company. Upon receipt of the application, if the chief of police is satisfied that the application is made in good faith, he shall issue the transportation identification permit card to the applicant. Duplicate or renewal cards may be issued by the chief of police upon written request of the applicant.~~

~~Sec. 9-233. - Taxicab service required.~~

~~All persons engaged in the taxicab business in the city operating under the provisions of this article shall render an overall service to the public desiring to use taxicabs. Holders of certificates of public convenience and necessity shall maintain a central place of business and keep the same open twenty-four (24) hours a day for the purpose of receiving calls and dispatching cabs. They shall answer all calls received by them for services inside the corporate limits of the city as soon as they can do so and if such services cannot be rendered within a reasonable time they shall then notify the prospective passengers how long it will be before such call can be answered and give the reason therefor. Any holder who shall refuse to accept a call anywhere in the corporate limits of the city at any time when such holder has available taxicabs, or who shall fail or refuse to give overall service, shall be deemed a violator of this article and the certificate granted to such holder shall be revoked at the discretion of the city commission.~~

~~Sec. 9-234. - Daily manifests.~~

~~(a) Every owner shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip, number of passengers and amount of fare. The forms for each manifest kept by the owner shall be of a character approved by the city manager.~~
~~(b) Every holder of a certificate of public convenience and necessity shall retain and preserve all drivers' manifests in a safe place for at least the calendar year next preceding the current calendar year, and such manifests shall be available to the city manager and the chief of police.~~

~~Sec. 9-235. - Service contract reports; filed with city.~~

~~All holders must file with the city manager copies of all contracts, agreements, arrangements, memoranda or other writings relating to the furnishing of taxicab service to any hotel, theater, hall, public resort, railway station or other place of public gathering, whether such arrangement is made with the holder or any corporation, firm or association with which the holder may be interested or connected. Failure to file such copies within seven (7) days shall be sufficient cause for the revocation of a certificate of any offending holder or the cancellation of any taxicab stand privileges.~~

~~Sec. 9-236. - Advertising.~~

~~Subject to the rules and regulations of the city commission, it shall be lawful for any person owning or operating a taxicab or motor vehicle for hire to permit advertising matter to be affixed to or installed in or on such taxicabs or motor vehicles for hire.~~

~~Sec. 9-237. - Drivers' hours.~~

~~It shall be unlawful for any person to drive or operate a taxicab for more than twelve (12) hours within any twenty-four-hour period. A taxicab driver's log shall be kept in the taxicab at all times during its operation.~~

~~Sec. 9-238. - Use of taxicab for prostitution generally.~~

~~It shall be unlawful for the driver of a taxicab operated in the city to permit any person to accompany or use such taxicab for the purpose of prostitution, lewdness or assignation, or to direct, take or transport, or to offer or agree to direct, take or transport any other person with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution, lewdness or assignation.~~

~~Sec. 9-239. - Nonpaying passengers.~~

~~It shall be unlawful for any driver, operator or chauffeur of any taxicab to carry in such taxicab any person except fare-paying passengers or employees of the person by whom the taxicab is owned or operated.~~

~~Sec. 9-240. - Receipts.~~

~~The driver of any taxicab shall upon demand by the passenger render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of meter reading or charges and date of transaction.~~

~~Sec. 9-241. - Refusal of passenger to pay legal fare.~~

~~It shall be unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this article after having hired the same, and it shall be unlawful for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired of the value of such services. Every driver of any such public automobile, taxicab or motor vehicle shall have the right to demand payment of the legal fare in advance and may refuse employment unless so prepaid.~~

~~Sec. 9-242. - Solicitation, receiving and discharging of passengers.~~

~~(a) Solicitation of passengers by driver. No driver shall solicit passengers for a taxicab except when sitting in the driver's compartment of such taxicab or while standing immediately adjacent to the curb side thereof. The driver of any taxicab shall remain in the driver's compartment or immediately adjacent to his vehicle at all times when such vehicle is upon the public street, except that, when necessary a driver may be absent from his taxicab for not more than thirty (30) consecutive minutes, and provided further that nothing contained in this section shall be held to prohibit any driver from alighting to the street or sidewalk for the purpose of assisting passengers into or out of such vehicle.~~

~~(b) Prohibited solicitation. No driver shall solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoy any person or obstruct the movement of any persons, or follow any person for the purpose of soliciting patronage.~~

~~(c) Receipt and discharge of passengers. Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except upon one-way streets, where passengers may be discharged at either the right or left-hand sidewalk, or side of the roadway in the absence of a sidewalk.~~

~~(d) Cruising. No driver shall cruise in search of passengers except in such areas and at such time as shall be designated by the city manager, and only when the city manager finds that taxicab cruising would not congest traffic or be dangerous to pedestrians and other vehicles.~~

(e) Solicitation of other common carrier passengers. No driver, owner or operator shall solicit passengers at the terminal of any other common carrier, nor at any intermediate points designated as an established bus stop along any established route.

(f) Additional passengers. No driver shall permit any other person to occupy or ride in such taxicab, unless the person or persons first employing the taxicab shall consent to the acceptance of additional passengers. No charge shall be made for an additional passenger except in accordance with the schedule of the rates and fares as posted.

(g) Restriction of number of passengers. No driver shall permit more persons to be carried in a taxicab as passengers than the rated seating capacity of his taxicab as stated in the permit for such vehicle issued by the police department. A child in arms shall not be counted as a passenger.

(h) Soliciting business for hotels, etc. It shall be a violation of this article for any driver of a taxicab to solicit business for any hotel, or to attempt to divert patronage from one hotel to another. Neither shall such driver engage in selling intoxicating liquors or solicit business for any house of ill repute or use his vehicle for any purpose other than the transporting of passengers.

(i) Refusal to carry passengers. It shall be unlawful for any driver of any taxicab to refuse or neglect to carry in such taxicab any orderly person or persons upon request, unless previously engaged or unable or forbidden by this article to do so.

Sec. 9-243. - Open stands; establishments; use.

(a) The city manager or chief of police:

(1) May establish open stands in such places upon the streets of the city as deemed necessary for the use of taxicabs operated in the city.

(2) Shall not create an open stand without taking into consideration the need for such stands by the companies and the convenience to the general public.

(3) Shall prescribe the number of cabs that shall occupy such open stands.

(4) Shall not create an open stand in front of any place of business where the abutting property owners object to the same or where such stand would tend to create a traffic hazard.

(b) Open stands shall be used by the different drivers on a first-come-first-served basis. The driver shall pull on to the open stand from the rear and shall advance forward as the cabs ahead pull off. Drivers shall stay within five (5) feet of their cabs; they shall not solicit passengers or engage in loud or boisterous talk while at an open stand. Nothing in this section shall be construed as preventing a passenger from boarding the cab of his choice that is parked at open stands.

Sec. 9-244. - Callbox stands; establishment; use.

(a) The city manager may establish callbox stands upon the streets of the city in such places as in his discretion he deems expedient. A holder desiring to establish a callbox stand shall make written application to the city manager. The applicant must attach to the application the written approval of the abutting property owners of such space, consenting to the creation of such stand. Upon filing of the application the police department shall make an investigation of the traffic conditions at such place and shall thereafter file their written recommendations with the city manager. The city manager shall then either grant or refuse the application, depending upon the traffic conditions. When a callbox stand has been established as provided in this section, it shall be used solely by the holder to whom the same was granted and his agents and servants, and no other holder shall be permitted to use the same; provided, however, that no holder shall be granted permits for more than three (3) such closed stands within the downtown business area.

(b) A holder operating a callbox stand may have on duty at such stand a starter or other employee for the purpose of assisting in the loading or unloading of passengers from cabs, for receiving calls and dispatching cabs and for soliciting passengers at such stand. The words "at such stand" shall mean that part of the sidewalk immediately adjacent to and of equal length with such callbox stand. It shall be unlawful for any such starter or other employee to go beyond the area herein designated for the purpose of soliciting passengers or assisting them in boarding cabs.

Sec. 9-245. - Other vehicles.

Private or other vehicles for hire shall not at any time occupy the space upon the streets that has been established as either open stands or callbox stands.

Secs. 9-246—9-255. - Reserved.

DIVISION 2. - ~~CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY~~ CERTIFICATION

Sec. 9-256. - ~~Required.~~ Certificate of transportation.

~~No person shall operate or permit a taxicab or motor vehicle as defined in section 9-221 owned or controlled by him to be operated as a vehicle for hire upon the streets of the city without having first obtained a certificate of public convenience and necessity from the city commission.~~

(a) It shall be unlawful for any motor carrier to use, drive, or operate or to cause or permit any person to use, drive, or operate any motor vehicle upon the streets within the city limits without first obtaining a certificate of transportation pursuant to the provisions of this article; provided, however, that this section shall not apply to the following:

(1) Discharge of any passenger picked up outside the city limits; provided that the pickup and carriage of such passenger were legally authorized.
(2) Operation under a valid certificate of public convenience issued by the interstate commerce commission.
(3) Operation of a limousine by licensed embalmers, morticians, or funeral directors, or their employees, for purposes directly related to funerals.
(4) Operation of privately owned buses engaged in intercity transportation, but only to the extent required by F.S. § 341.102.
(5) Operation of a motor vehicle under a valid certificate of public convenience and necessity issued by the city.
(6) Motor vehicles owned, or operated through contract, by the city providing local or special public transit services.
(7) Ambulances and other emergency vehicles operated by the county fire district for purposes of medical transport.
(8) Ambulances and other vehicles required to be licensed under the provisions of F.S. ch. 401 and/or chapter 18 of this Code.
(9) Federal, state, county, or municipal vehicles when operated by a government employee providing transportation services without compensation.
(10) Motor vehicles used for the transportation of passengers between the vicinity of their respective residences and the vicinity of their respective places of work when driven by a person travelling between his residence and his place of work in an arrangement commonly referred to as a car pool or van pool.
(11) Vehicles operated by a governmental agency.
(12) Vehicles owned and operated by hotels and motels which provide transportation services for their guests only, for which the guest does not incur a separate charge.

(b) There are hereby created two classes of certificates of transportation.

(1) Class A. A Class A certificate of transportation shall be required for any individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.
(2) Class B. A Class B certificate of transportation shall be required for any individual employed or contracted as a chauffeur by an individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.

(c) Any certificate issued pursuant to the provisions of this article shall be valid for one year only and shall expire on September 30 of each year.

Sec. 9-257. – Application; contents; investigation.

(a) Application for Class A certificate of transportation. Every application for a Class A certificate of transportation, and every application for amendment to a Class A certificate of transportation hereunder, shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk as provided for herein. The application shall be on a form provided by the City Clerk and shall contain the following:

(1) General.

a. If an individual, name, address and date of birth of the applicant, and names and addresses of all management personnel.
b. If a partnership or association, names, addresses and dates of birth of all partners or associates, and names and addresses of all management personnel.
c. If a corporation, name of corporation, date and state of incorporation, verified copy of registration to do business in the state, address of corporate headquarters in the state, or name and address of resident agent if foreign corporation, names, addresses and date of birth of all corporate officers, directors, and management personnel.
d. All previous addresses for the five years preceding the date of application for all individuals, partners, corporate officers, directors and management personnel.

(2) A description of the type of transportation service which the applicant desires to furnish, including whether taxicab, limousine, or other; a brief description of the number, kinds and types of vehicles to be used; seating capacity of the vehicles; a statement indicating whether each vehicle is accessible for persons with disabilities and a description of the accessibility features of each vehicle; and the state motor vehicle license number of each vehicle.
(3) The trade name under which the motor carrier service will be operated.
(4) A statement indicating whether the applicant has paid its current annual state license tax on motor vehicles for hire for all motor vehicles to be used by the applicant and whether appropriate license tax is affixed to each such vehicle.
(5) Evidence of insurance as required in section 9-261.
(6) Two current passport-type photographs of the applicant. In the case of partnership, association or corporation, this information shall be obtained from all partners, associates, corporate officers and directors.
(7) A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information.
(8) A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic) of which the applicant has been convicted within five years preceding the date of the application. In the case of partnership, association or corporation, this information shall be obtained from all partners, associates, corporate officers and/or directors.
(9) A list of all motor carrier certificates, permits, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years, and a list of all failures by the applicant to perform on a motor carrier contract, franchise, or license within six years preceding the date of application. Partnership, association, or corporate applicants shall provide this information for all partners, associates, corporate officers and directors.
(10) A description of the geographic area proposed to be served by the applicant. This should be expressed as either a 50- or 200-mile radius out from the applicant's base of operations.
(11) Each original application, application for amendment, or application for certificate transfer shall be accompanied by a fee in the amount prescribed by resolution of the board. All such fees are nonrefundable.

(b) Application for Class B certificate of transportation. Every application for a Class B certificate of transportation and every application for amendment to a Class B certificate of transportation hereunder shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk as provided for herein. The application shall be on a form provided by the City Clerk and shall contain the following:

(1) Name, address and date of birth of the applicant.
(2) The name of the individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, contracts for or manages the motor vehicles which will be operated by the applicant to provide passenger transportation services to the public for compensation.
(3) Copy of current state driver's license.
(4) Two current passport-type photographs of the applicant.
(5) A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information.

(6) A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic)of which the applicant has been convicted within five years preceding the date of the application.

(7) A list of all motor carrier certificates, certificate of transportation, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years.

(8) Each original application or application for an amendment shall be accompanied by a fee in the amount prescribed by resolution of the board. All such fees are nonrefundable.

~~An application for a certificate shall be filed with the city commission upon forms provided by the city. Such application shall be verified under oath and shall furnish the following information:~~

~~(1) The name, residence address and proposed place of business of the applicant; if the applicant is a co-partnership the application shall give the names and residence addresses of the co-partners; if the applicant is a corporation the application shall set forth the name of the corporation and the residence addresses of its officers and boards of directors.~~
~~(2) The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to such judgments.~~
~~(3) The experience of the applicant in the transportation of passengers.~~
~~(4) Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate.~~
~~(5) The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals.~~
~~(6) The color scheme or insignia to be used to designate the vehicle or vehicles of the applicant.~~
~~(7) The proposed time schedule of operation and the rates of fare to be charged.~~
~~(8) Such further information as the city commission may require.~~
~~(9) Such application shall be accompanied by a tender of the license fee as provided by section 9-30(287) or other ordinances of the city.~~

Sec. 9-258. - ~~Public hearing.~~ Review of Application.

(a) *Review of Class A certificates of transportation.*

(1) Upon the filing of any application for a Class A certificate of transportation, the City Clerk, or his or her designee, shall review the application for completeness. The City Clerk may require additional information as may be necessary to adequately review an application for a Class A certificate of transportation.

(2) The City Clerk or shall determine whether the submitted application is complete within ten working days of the date the application is filed with the director. Upon a showing of good cause, the City Clerk may extend this review period one time for ten additional working days. If the City Clerk does not certify the application as complete, return the application as incomplete, or notify the applicant that the review period is being extended for an additional ten-day period, the application for Class A certificate of transportation shall automatically be granted provisional status, subject to the provisions of subsection (a)(4) of this section.

(3) If the City Clerk determines the application for Class A certificate of transportation to be incomplete and/or inconsistent with the standards of review set forth in section 9-260, the City Clerk shall return the application to the applicant, noting the items which are not complete or have been determined to be inconsistent with the standards of review. The applicant will then have 60 days from the date of transmittal to submit a revised/corrected application for certificate of transportation. Any application that has been returned for correction and is not resubmitted to the City Clerk within the described 60-day period shall be considered withdrawn and all filing fees forfeited.

(4) Once the City Clerk determines an application for a certificate of transportation to be complete, the City Clerk shall, based upon the standards of review set out in section 9-260, approve, approve with conditions, or deny the application.

(5) The City Clerk shall issue a Class A certificate of transportation if the City Clerk determines that the application complies with the requirements of this article and that the issuance of a certificate is consistent with the requirements of this article.

(b) *Review of Class B certificates of transportation.*

(1) Upon the filing of any application for a Class B certificate of transportation, the City Clerk, or his or her designee, shall review the application for completeness. The City Clerk may require additional information as may be necessary to adequately review the application for a Class B certificate of transportation. Such review shall be a part of the record from which the City Clerk makes his or her decision.

(2) The City Clerk shall determine whether the submitted application is complete within ten working days of the date the application is filed. Upon a showing of good cause, the City Clerk may extend this review period one time for ten additional working days. Good cause may include, but is not limited to, failure to receive the applicant's required driving record from the state department of highway safety and motor vehicles. If the City Clerk does not certify the application as complete, deny the application, return the application as incomplete, or notify the applicant that the review period is being extended for an additional ten-day period, the application for Class B certificate of transportation shall automatically be granted provisional status.

(3) If the City Clerk determines the application for Class B certificate of transportation to be incomplete, the City Clerk shall return the application to the applicant, noting the items which are not complete. The applicant will then have 60 days from the date of transmittal to submit a revised/corrected application for a certificate of transportation. Any application that has been returned for correction and is not resubmitted to the community development director within the described 60-day period shall be considered withdrawn and all filing fees forfeited.

(4) Once the application is complete, the City Clerk shall approve, approve with conditions, or deny the application based on the standards of review set forth in section 9-260.

(5) If the City Clerk approves the application, the Clerk shall issue a Class B certificate of transportation. One of the photographs submitted with the application shall be affixed to the certificate. The certificate shall be prominently displayed in the motor carrier vehicle during all times of operation by the applicant.

(6) Except as provided for under section 9-266, any applicant for a Class B certificate of transportation who has his application denied is prohibited from applying for any further certificates of transportation until such time as all requirements are met by the applicant.

~~(a) Upon filing application and payment of fees, the commission shall fix a time for hearing and acting upon such application. Notice of such hearing shall be given to the applicant and all other operators of any taxicab, motor bus or other public vehicle for the carriage of passengers for hire within the city. Such notice shall contain a brief summary of the subject matter of the application, the type of service proposed, the territory to be served and any other pertinent facts in connection therewith, and shall be mailed at least ten (10) days prior to the date assigned for hearing of such application. At the time specified in such notice or at such subsequent time as may be fixed by the commission, a public hearing upon such application shall be held by the commission. At or after such hearing the commission may issue a certificate of public convenience and necessity as prayed for or refuse to issue the same, or may issue the same with modifications or upon such terms and conditions as in its judgment the public convenience and necessity may require, taking into consideration the effect that the granting of such certificate may have upon transportation facilities within the territory sought to be served by the applicant and also the effect upon transportation as a whole within the city.~~

~~(b) When any such application is heard and denied, the commission shall not thereafter entertain any further application covering the identical or similar routes, schedules or service until the expiration of at least three (3) months from the date of such denial.~~

~~(c) In making the above findings, the city commission shall take into consideration the number of similar vehicles already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience and responsibility of the applicant.~~

~~Sec. 9-259. - Issuance; contents.~~

~~(a) If the city commission finds that further transportation service in the city is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this article and the rules promulgated by the city commission, then the city commission shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under such certificate and the date of issuance; otherwise, the application shall be denied.~~

~~(b) Every certificate of convenience and necessity issued under the provisions of this article shall contain, among other things, the following:~~

~~(1) The rates of fare to be charged.~~
~~(2) The color scheme or insignia to be used.~~
~~(3) Such additional terms, conditions, provisions and limitations as the commission shall deem necessary or proper in the public interest.~~

Sec. 9-260. - ~~Territory served by existing certificate holder.~~ Standards of Review.

~~When any application for a certificate of public convenience and necessity, provided in this division, is made by any person, the commission shall grant such application only when the existing certificate holders fail to provide service and facilities which may reasonably be required by the commission.~~

The following standards of review shall apply to both Class A and Class B certificates of transportation application:

(1) Any permit holder or applicant for a certificate shall meet all of the following requirements:

a. Be at least 18 years of age on the date of application.

b. Hold a valid state driver's license of the appropriate classification for the vehicle driven.

c. Have no conviction or plea of nolo contendere within the preceding five years to any of the following:

1. Any crime involving the sale or possession of controlled substances as defined in F.S. § 893.02.

2. Any crime defined by F.S. ch. 796, related to prostitution.

3. Any offense relating to driving under the influence of controlled substances or alcohol as set forth in F.S. § 316.193.

d. Have no conviction, or plea of guilty or nolo contendere, to any criminal offense or felony involving the use of deadly weapons unless the civil rights of the applicant or certificate holder have been restored.

e. Have no revocation or suspension within the preceding three years of a state driver's, chauffeur's or commercial driver's license.

f. Have no more than two traffic infractions resulting in accidents in the preceding three years.

g. Have no more than four convictions of moving traffic violations in the preceding eight years.

h. Meet the insurance requirements set forth in section 9-261, if required.

(2) Failure to comply with the provisions of this section shall result in denial of a certificate, revocation or suspension of a certificate, a denial of a renewal of a certificate, or other such remedies available to the city.

Sec. 9-261. - ~~Display~~. Certificate – Insurance requirement.

~~Each automobile for hire subject to the provisions of this article shall display in a conspicuous place the certificate provided for in section 9-259.~~

(a) All applicants for Class A and Class B certificates of transportation are required to maintain insurance coverage. A Class B chauffeur in the employ of an individual, partnership, association or corporation who is covered under the insurance policies of the individual, partnership, association or corporation shall not be required to comply with the provisions of this section so long as the individual, partnership, association or corporation employing him meets the requirements of this section and the individual, partnership, association or corporation employing him has a valid Class A certificate of transportation issued in accordance with the provisions of this article.

(b) Before any certificates are issued to conduct operations, the motor carrier shall file evidence of insurance with the City Clerk providing for public liability and property damage coverage on each motor vehicle to be operated in the following amounts:

(1) *Taxicab.* Not less than $25,000.00 per person and $50,000.00 per incident as to public liability, and property damage coverage in an amount not less than $25,000.00.

(2) *Limousine.* Not less than $50,000.00 per person and $100,000.00 per incident as to public liability, and property damage coverage in an amount not less than $50,000.00.

(3) *Van.* Not less than $100,000.00 per person and $300,000.00 per incident as to public liability, and property damage coverage in an amount not less than $100,000.00.

(c) Evidence of insurance shall be executed and filed with the City Clerk by the insurance carrier in a form or forms acceptable to the City Clerk. The insurance carrier or company shall qualify as an insurance company authorized to transact business in the state. At a minimum, the evidence of insurance shall show:

(1) The type and amount of coverage;

(2) The effective date of the coverage; and

(3) The effective radius of the coverage.

(d) The insurance coverage required hereunder shall be effective throughout the area served by the applicant. No certificate shall be issued prior to the effective date of the coverage. Such insurance shall be kept in full force and effect by the certificate holder at all times. Failure to have same in full force and effect shall immediately and automatically suspend all certificates issued hereunder, until evidence of compliance with this section has been filed in the proper form and amounts as herein provided. Such insurance shall provide that the certificate holder's insurance coverage may neither expire nor be canceled prior to 30 days after the city receives written notice of the expiration or cancellation from the insurance carrier.

(e) A motor carrier may qualify for a portion of the required insurance under this section in an amount not to exceed $50,000.00 by obtaining a certificate of self-insurance from the state department of highway safety and motor vehicles, pursuant to F.S. ch. 324. Copies of the self-insurance certificate and all reports required by the state department of highway safety and motor vehicles shall be delivered by the motor carrier to the board.

Sec. 9-262. ~~- Liability insurance.~~ Same—Revocation.

~~No certificate of public convenience and necessity shall be issued or continued in operation unless there is in force a liability insurance policy for each vehicle, and there shall be deposited with the director of finance, and a copy filed with the chief of police, a liability insurance policy for each vehicle authorized and operated in the amount of fifteen thousand dollars ($15,000.00) for bodily injuries to any one person, and in the amount of thirty thousand dollars ($30,000.00) for injuries to more than one person which are sustained in the same accident, and five thousand dollars ($5,000.00) for property damage resulting from any one accident. Said liability insurance shall inure to the benefits of any person who shall be injured or who shall sustain damages to property proximately caused by the negligence of a holder, his servants or agents. The liability insurance policy shall give the names of the owners of the taxicab and the make, model and serial number of the vehicle insured, all of which shall be shown upon the face of each policy.~~

(a) The City Clerk shall revoke any certificate issued under this article for failure of the certificate holder to meet any requirement of this article or any rule or regulation adopted by the city or the state. Notice of the City Clerk's intent to revoke a certificate for failure to meet any of the above requirements shall be sent to the certificate holder by certified mail. If evidence of corrective measures is not presented to the City Clerk within 21 days of the date the notice is sent, the certificate shall be deemed revoked. If evidence of corrective measures is presented timely, the City Clerk shall determine whether that evidence is credible and whether it indicates full compliance with all governing requirements. Failure to present credible evidence of full compliance with all governing requirements shall be grounds for revoking the certificate.

(b) Any certificate revoked pursuant to this section may only be reinstated through the filing of a new application for a certificate of transportation or through appeal as set forth in section 9-266.

Sec. 9-263. ~~- Transfer.~~ Renewal of certificate; evidence of continuing compliance.

~~No certificate of public convenience and necessity may be sold, assigned, mortgaged or otherwise transferred without the consent of the city commission.~~

(a) Renewal of a Class A Certificate of transportation. After September 1 of each year, but before October 1 of each year, every holder of a Class A certificate of transportation issued pursuant

to this article shall submit the following for renewal of the certificates and as evidence of continuing compliance with the provisions of this article:

(1) Evidence of insurance in the amount and coverage required by section 9-261.

(2) A list of all chauffeurs employed by the holder of the certificate after the date of issuance of the current certificate and employed on the date of application for renewal of the certificate.

(3) A renewal fee in the amount prescribed by resolution of the City Commission.

(b) Renewal of a Class B certificate of transportation. After September 1 of each year, but before October 1 of each year, every holder of a Class B certificate issued pursuant to this article shall submit the following for renewal of certificates and as evidence of continuing compliance with the provisions of this article:

(1) Evidence of insurance in the amount and coverage required by section 9-261, if required.

(2) A renewal fee in the amount prescribed by resolution of the City Commission.

(c) The certificate shall be renewed only if a certificate holder demonstrates continuing compliance with the provisions of this article. Otherwise, the certificate shall be subject to revocation as set forth in section 9-262.

Sec. 9-264. ~~- Suspension; revocation.~~ Authority of City Commission to promulgate rules and regulations.

~~A certificate issued under the provisions of this article may be revoked or suspended by the city commission if the holder has:~~

~~(1) Violated any of the provisions of this article.~~
~~(2) Discontinued operations for more than ten (10) days.~~
~~(3) Violated any ordinance of the city, or the laws of the United States or the state, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation.~~

The City Commission is hereby authorized to establish, by resolution, such rules and regulations concerning the operation and maintenance of any taxicab or limousine service permitted pursuant to this article as they may deem necessary to protect the public health and safety of the citizens of the city. Any failure by a certificate holder to meet and comply with such rules and regulations shall be grounds for permit revocation as provided in section 9-262.

~~Secs. 9-265 - 9-275. - Reserved.~~

Sec. 9-265. Transfers/assignability.

(a) No certificate of transportation issued pursuant to this article may be transferred or assigned without the prior written approval of the City Clerk.

(b) The City Clerk shall not approve any transfer or assignment of any certificate unless the proposed transferee or assignee submits a new application for the appropriate certificate of transportation which demonstrates complete compliance with all provisions of this article.

Sec. 9-266. - Appeals.

(a) An applicant or certificate holder may appeal any decision made by the City Clerk to the City Commission by filing a petition of appeal with the city manager within 30 calendar days of the date of rendition of the decision. The board shall review the petition at a public meeting within 30 calendar days from the date of filing of the appeal. The petitioner shall be provided with notice of the time, date and place of the public meeting by certified mail, return receipt requested, and invited to attend. Testimony at the public meeting shall be limited to ten minutes per side, unless an extension of time is granted by the commission. The commission's decision shall be final for the purpose of administrative appeals. The commission's review of the petition shall be limited to the record and facts which were available to the City Clerk at the time of rendition of the decision appealed. The commission shall revoke the decision of the City Clerk if there is competent substantial evidence in the record that the decision fails to comply with this article.

(b) Any person desiring to appeal a decision of the commission under this section may apply for judicial relief by writ of certiorari to the circuit court in the Nineteenth Judicial Circuit in and for

the city within 30 days after rendition of the decision by the commission. Review shall be governed by the Florida Rules of Appellate Procedure.

9-275 – 9-282. Reserved.

~~DIVISION 3. - DRIVER'S PERMIT~~

~~Sec. 9-276. - Required; display.~~

~~No person shall drive any taxicab, motor bus or other vehicle for the carriage of passengers for hire upon the streets of the city without having first obtained a permit therefor. The permit, when issued, shall be displayed in a conspicuous place in the vehicle so operated by the holder of this permit so as to be easily seen by any person occupying said taxicab. This shall only apply while the driver is in possession of or operating the vehicle for hire. Any owner desiring to operate his or her own taxicab must obtain a taxicab driver's permit in accordance with this division, and he or she shall be governed by all provisions of this article in the same manner as any permitted driver.~~

~~Sec. 9-277. - Application.~~

~~(a) An application for a driver's permit shall be made in writing to the chief of police upon a form provided by him, and shall furnish the following information:~~
~~(1) Name and address of the applicant.~~
~~(2) Place or places of residence for the past five (5) years.~~
~~(3) Age, height, color of eyes and hair.~~
~~(4) Place of birth.~~
~~(5) Place of previous employment.~~
~~(6) Marital status.~~
~~(7) Whether the applicant has ever been convicted of a felony or a misdemeanor.~~
~~(8) Whether he or she has ever held a taxicab driver's or a chauffeur's license, and if so, when and where.~~
~~(9) Whether such license has ever been revoked, and if so, for what cause.~~
~~(10) Whether his or her state operator's license has ever been revoked.~~
~~(11) The names of three (3) reputable persons who have been personally acquainted with the applicant for at least one year.~~
~~(12) Any other facts or information as the chief of police may require.~~
~~(13) Any other facts deemed important by the applicant that he or she may wish to submit.~~

~~(b) Each application shall be accompanied by a health certificate from a physician acceptable to the city certifying that the applicant is of sound physique, and is not addicted to the use of drugs and intoxicants, has good eye-sight and hearing, is not subject to heart disease, vertigo, epilepsy or any disease which might affect the operation of a motor vehicle, and is not affected with any infectious or venereal disease. Each application shall also be accompanied by three (3) prints of a recent photograph of the applicant of a size to be designated by the chief of police.~~

~~Sec. 9-278. - Qualifications; investigation; issuance; fee.~~

~~(a) To be issued a taxicab driver's permit, an applicant must meet the following requirements:~~
~~(1) Must be at least eighteen (18) years of age.~~
~~(2) Must have a chauffeur's license issued by the state.~~
~~(3) Must be able to read and write the English language.~~
~~(4) Must be of good moral character.~~
~~(5) Must be a careful and experienced driver.~~
~~(6) Must not have been convicted of a felony within the preceding five (5) years.~~
~~(7) Must not have been convicted of three (3) or more misdemeanors within the preceding year.~~

~~(b) The chief of police shall investigate all applicants for taxicab drivers' permits. He shall check the references of every applicant and shall interview each applicant personally, or by a subordinate designated by him. He shall determine the moral character and fitness of the applicant, as well as the latter's driving ability and knowledge of motor vehicle laws and regulations. He shall do everything needed to ensure himself that the applicant is a suitable person to operate a taxicab. The chief of police shall have sole discretion to grant or deny a taxicab driver's permit, but only on the basis of the provisions of this article and what can be fairly implied thereunder. If the chief is satisfied that the applicant is a suitable person to operate a taxicab, he shall grant him a taxicab driver's permit, after payment of the entire permit fee of twenty-five dollars ($25.00), regardless of when the permit is issued. The applicant shall also have his fingerprints taken by the police department before the permit is granted to him.~~

~~Sec. 9-279. - Destruction.~~

~~It shall be unlawful for any person holding a taxicab driver's permit to willfully deface, obliterate or destroy the same or to cause it to be defaced, obliterated or destroyed.~~

~~Sec. 9-280. - Revocation or suspension.~~

~~(a) A taxicab driver's permit may be suspended by the chief of police for a period of not more than ten (10) days, or revoked by the chief of police for any of the following reasons and for other proper reasons:~~
~~(1) Proof that the permittee is not of good moral character or has been convicted of a felony or addicted to the use of narcotics or intoxicants.~~
~~(2) Suspension or revocation of his or her state operator's or chauffeur's license.~~
~~(3) Proof that the permittee has been convicted of three (3) or more misdemeanors within the preceding year.~~
~~(4) Proof that the permittee is a poor or reckless driver.~~
~~(5) Evidence of bad health or physical disability.~~
~~(6) Proof that information on the taxicab driver's application is false.~~
~~(7) Violation of any of the provisions of this article, or any city, state or federal law.~~
~~(8) Failure to conspicuously display the taxicab driver's permit in the taxicab while the taxicab is in operation.~~

~~(b) Notice of such suspension or revocation shall be sent to the permittee and to his or her employer, together with the reason for such action, and suspension or revocation shall become effective immediately upon delivery of said notice. The permittee shall have the right to demand a public hearing before the city commission on such suspension or revocation. Henceforth, the person whose permit was revoked shall not operate a taxicab within the city unless the city commission shall vote at a public hearing to rescind said revocation or unless a new permit shall subsequently be issued to him or her. No refund of permit fee shall be given to a person whose taxicab driver's permit has been suspended or revoked.~~

~~Sec. 9-281. - Term; renewal.~~

~~All taxicab drivers' permits shall expire on the first business day of January of each year, unless previously revoked by the chief of police or city commission. Permits shall be renewed by filing renewal applications and paying the permit fee of twenty dollars ($20.00). However, no investigation need be made by the chief of police and no new fingerprints need be taken. Every permitted driver shall submit to the police department with his or her permit renewal application every year three (3) prints of a recent photograph of himself or herself of a size to be designated by the chief of police. Each application for renewal shall be accompanied by a health certificate from a physician acceptable to the city, in accordance with the provisions of section 9-277. The chief may refuse to renew a taxicab driver's permit for any of the reasons listed for permit revocation under section 9-280, subject to the right of the applicant to demand a public hearing before the city commission as set forth in section 9-280.~~

~~Secs. 9-282. - Reserved.~~

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM AND CORRECTNESS:

_____
James M. Messer
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. _____ was duly advertised by title only in the St. Lucie News Tribune on _____, copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the _____ day of _____, 2016.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

Vehicles for Hire



Rewrite Goal

- Clarify language concerning the conditions under which vehicles for hire may be operated in the City.
- Standardize the requirements for the issuance of certificates of transportation.
- Provide classifications of vehicles for hire which may operate in the City.
- Provide for enhanced safety measures for operators of vehicles for hire.
- Adopt policies that will encourage new business development and entrepreneurship.





New Sections

- Adopts the same basic policies instituted by the County which requires the issuance of a Certificate of Transportation for the operation of passenger transportation services.
- Maintains a requirement for background checks that meet the same standards as St. Lucie County thus preserving public safety.
- Applications are approved by the City Clerk just like business tax receipts and vendor permits which allows businesses to get up and running quickly.
- Requires appropriate insurance and other licensing as required by Florida Statutes.



Deletions of Note

- Removes the requirement for a public hearing to approve and issue a certificate of public convenience and necessity.
- Removes the required inspection of all vehicles by the Fort Pierce Police Department and mechanical inspections at the City Garage required at least twice per year.
- Removes the required rates that must be charged within city limits.
- Removes the requirement that holder of a certificate of public convenience and necessity be open 24 hours per day.
- Removes several other requirements that could be deemed antiquated.



Conference Agenda Follow Up

- Motor vehicle or vehicle means every vehicle or machine of 15-passenger capacity or less, excluding the driver, propelled by other than muscular motive power, used upon the public streets for public passenger transportation.
- Would not apply to water taxi since not used on public streets; water taxi is considered a sightseeing boat as defined under Sec. 9-1.

Questions?

City Commission Regular Meeting **Agenda Item # 12. a.**

Meeting Date: 10/03/2016

Re: Summer of Success

SUBJECT:

Summer of Success Presentation and Report - Jodi Hessing, Youth Programs Coordinator, Career Source Research Coast.

Attachments

Summer of Success

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2016 09:48 AM

Form Started By: Linda Cox Started On: 09/02/2016 05:23 PM

Final Approval Date: 09/26/2016

CareerSource RESEARCH COAST

Summer Of Success 2016



CareerSource
RESEARCH COAST

Summer Of Success 2016



CareerSource RESEARCH COAST

Summer Of Success 2016



CareerSource RESEARCH COAST

Summer Of Success 2016



CareerSource RESEARCH COAST

Summer Of Success 2016



CareerSource RESEARCH COAST

Summer Of Success 2016



CareerSource RESEARCH COAST

Summer Of Success 2016

Statistics

- 115 Youth enrolled in Summer Of Success Program
- 112 Youth completed YESS Class training (97.5% completion rate!)
- 107 Youth completed work experience (93% completion rate!)
- Youth worked an average of 190 hours and earned as average of $1,680.00 during the 8 week program
- 17 employers representing 5 different industries participated in the work experience portion of SOS

CareerSource RESEARCH COAST

Summer Of Success 2016

BUDGET SUMMARY - SLIDE

2016 St Lucie County Summer of Success

		Actual YTD	Budget	Budget Variance
Revenues				
	SLC-BOCC Summer Youth Grant	250,000.00	250,000.00	0.00
	Wells Fargo Grant	10,000.00	10,000.00	0.00
	In Kind Expenses covered by CSRC	54,411.00	54,411.00	
Total Revenue		**314,411.00**	**314,411.00**	**0.00**
Expenses				
	Total Contract Labor/Services	**251,443.58**	**202,564.86**	(48,878.72)
	Incentives/Participants	**14,700.00**	**10,000.00**	(4,700.00)
	Insurance	**0.00**	**4,096.00**	4,096.00
	Travel	**2,110.01**	**1,602.00**	(508.01)
	Printing/Duplicating	**2,608.70**	**5,000.00**	2,391.30
	Marketing	**0.00**	**3,000.00**	3,000.00
	Supplies	**3,669.06**	**10,975.00**	7,305.94
Total Expenses		**274,531.35**	**237,237.86**	**(37,293.49)**
	In Kind Expenses covered by CSRC	**54,411.00**	**54,411.00**	0.00
Net Revenue over/(under) Expenses		**(14,531.35)**	**22,762.14**	**(37,293.49)**

Due to increased labor costs caused by workers compensation and liability insurances, CSRC provided additional In Kind contributions to offset deficit.

City Commission Regular Meeting **Agenda Item # 12. b.**

Meeting Date: 10/03/2016

Re: Weatherization Program

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Weatherization Education Outreach Program (WEOP) Update - Eric Winterstein, FPUA and Libby Woodruff, Urban Redevelopment

Attachments

Memo

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2016 01:08 PM

Form Started By: Linda Cox Started On: 09/23/2016 02:55 PM

Final Approval Date: 09/27/2016

206 South 6th Street (34950)
PO Box 3191 (34948)

Phone: 772.466.1600, Ext. 3289
Fax: 772.468.2412

Director of Shared Services
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: Evelyn I Walker
FPUA Director of Shared Services

THROUGH: Clayton W. Lindstrom, P.E.
FPUA Director of Utilities

DATE: September 23, 2016

SUBJECT: City Commission Agenda Request for October 3, 2016 Meeting
Weatherization Educational Outreach Program (WEOP) Update

Eric Winterstein and Libby Woodruff would like to present a summarization of the Weatherization Educational Outreach Program (WEOP) for FY 2015 and the current status of FY 2016, which is a collaboration with FPUA and the City of Fort Pierce. The City performs all income and homestead qualifications for the WEOP. The inspections are performed by FPUA staff at no cost to the homeowner or the City.

An essential part of any successful weatherization program is customer education and interaction with the contractors performing the work, therefore providing education and ownership of the conservation measures that are installed in the customer's home. Customers are provided education on causes of high utility bills, how to maintain their home's efficiencies, and how to understand their utility bills as part of FPUA's Weatherization Program. Additionally, customers are informed on the energy and water conservation measures that are installed in their homes by the WEOP and the best practices for the use of the measures installed to ensure the highest level of energy and water conservation.

If you have any questions or need additional information, please contact me.

Attachment: FPUA WEOP Presentation

FPUA Weatherization Educational Outreach Program (WEOP)

Presented by Eric Winterstein

Facilities Superintendent

September 20, 2016

WEOP

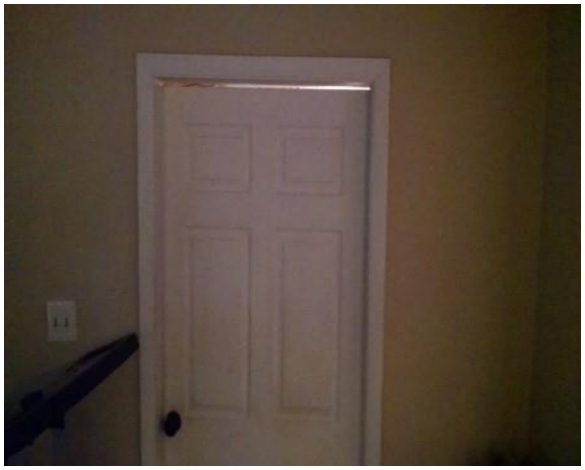
$55,000 Budgeted annually beginning October 2013

2014	**# Homes Completed:**	**8**
	FPUA Cost:	$14,033.00
	City Contribution	$13,331.00
	Total Cost:	**$27,364.00**
	Average Cost Per Home	$3,420.50
2015	**# Homes Completed**	**17**
	FPUA Cost:	**$49,552.34**
	Average Cost Per Home	$2,914.84
2016-FPUA	**# Homes Completed**	**7**
	# Homes In Progress	2
	FPUA Cost to Date:	**$30,335.03**
	Average Cost Per Home	Estimate $3,370.56
2016-CITY	**# Homes Completed**	**2**
	# Homes In Progress	9
	FPUA Cost to Date:	**$31,148.22**
	Average Cost Per Home	Estimate $2,831.66

Doors









Doors & Permits

2014				
7 Homes, Total of 10 Doors				
Total Cost	**$15,481.90**	or	**$2,211.70**	avg. per home
10 Doors and Locksets	$4,973.82	or	$497.38	per door
5 Permits	$649.00	or	$129.80	per permit
Installation for 10 Doors	$6,627.58	or	$662.76	per door
Miscellaneous labor (caulking, shower head, aerators, flush valve installs, stucco work, security door and bar removal and replacement)	$3,231.50	or	$461.64	per home

Doors & Permits

2015				
14 Homes, Total of 32 Doors				
Total Cost	**$34,258.44**	or	**$2,447.03**	avg. per home
32 Doors and Locksets	$9,174.09	or	$286.69	per door
14 Permits	$1,244.90	or	$88.92	per permit
Installation for 32 Doors	$21,137.09	or	$660.53	per door
Miscellaneous labor (caulking, shower head, aerators, flush valve install, stucco work, removal and replacement of security doors and bars)	$2,702.36	or	$193.03	per home

Doors & Permits

2016 - FPUA				
9 Homes, Total of 21 Doors (7 complete – 2 in progress)				
Total Cost	**$24,190.49**	or	**$2,687.83**	avg. per home
21 Doors and Locksets	$6,131.21	or	$291.96	per door
5 Permits	$800.92	or	$160.18	per permit
Installation for 21 Doors	$13,082.27	or	$622.97	per door
Miscellaneous labor (caulking, shower head, aerators, flush valve install, removal and replacement of security doors and bars)	$4,176.09	or	$464.01	per home
2016 – CITY				
11 Homes, Total of 21 Doors (2 complete, 9 in progress)				
Total Cost	**$21,170.30**	or	**$1,924.58**	avg. per home
21 Doors and Locksets	$ 3,445.64	or	$164.08	per door
8 Permits (3 permits Building Dept. Review)	$ 1,211.07	or	$151.38	per permit
21 Installation Costs of Doors	$12,337.50 (*Estimated*)	or	$587.50	per door
Miscellaneous labor (caulking, shower head, aerators, flush valve install, removal and replacement of security doors and bars)	$4,176.09 (*Estimated*)	or	$379.64	per home

Windows





Replacement of Broken Window Panes

2014				
2 Homes, Replaced 5 Window Panes				
Total Cost of Windows	**$609.18**	or	**$304.59**	avg. per home
2015				
4 Homes, Replaced 12 Window Panes				
Total Cost of Windows	**$1,638.98**	or	**$409.75**	avg. per home
2016 - FPUA				
2 Homes, Replaced 5 Window Panes				
Total Cost of Windows	**$487.28**	or	**$243.64**	avg. per home
2016 - CITY				
4 Homes, Replaced 12 Window Panes				
Total Cost of Windows	**$1,148.31**	or	**$287.08**	avg. per home

Insulation





Insulation

2014				
7 Homes, Insulation Installed				
Total Cost of Insulation	**$8,388.00**	or	**$1,198.29**	avg. per home
Total Square Footage Insulated	12,185	or	$0.69	per sq. foot
2015				
9 Homes, Insulation Installed				
Total Cost of Insulation	**$7,808.00**	or	**$867.56**	avg. per home
Total Square Footage Insulated	11,037	or	$0.71	per sq. foot
2016 - FPUA				
4 Homes, Insulation Installed				
Total Cost of Insulation	**$3,466.00**	or	**$866.50**	avg. per home
Total Square Footage Insulated	7,123	or	$.49	per sq. foot
2016 - City				
8 Homes, Insulation Installed				
Total Cost of Insulation	**$5,233.00**	or	**$654.13**	avg. per home
Total Square Footage Insulated	10,747	or	$0.49	per sq. foot

HVAC



HVAC

2014				
6 Homes, HVAC Repairs				
Total Cost of HVAC	**$1,920.93**	or	**$320.16**	avg. per home
2015				
14 Homes, HVAC Repairs				
Total Cost of HVAC	**$4,974.51**	or	**$355.32**	avg. per home
2016 - FPUA				
5 Homes, HVAC Repairs				
Total Cost of HVAC	**$1,443.00**	or	**$288.60**	avg. per home
2016 - City				
5 Homes, HVAC Repairs				
Total Cost of HVAC	**$3,064.00**	or	**$612.80**	avg. per home

Electrician

2014				
3 Homes, Cost of Electrician	**$964.48**	or	**$321.49**	avg. per home
2015				
2 Homes, Cost of Electrician	**$872.41**	or	**$436.21**	avg. per home
2016 – FPUA				
2 Homes, Cost of Electrician	**$748.26**	or	**$374.13**	avg. per home
2016 - City				
1 Home, Cost of Electrician	**$532.61**	or	**$532.61**	avg. per home

Additional Benefits Besides Energy Conservation Measures

- Security of new doors and locks.
- Electrical safety issues are addressed.
- Ensure all exterior lights are working (crime deterrent).
- Better understanding of your utility bill and usage.
- Customer fills out Indiantown Non-Profit Application, receives assistance.
- St. Lucie County uses the WEOP for its Florida Green Building Coalition Recertification as a Gold County.
- Upon completion, homeowner signs release and we say **“We’ve done our part its time for you to do your part”.**

Customer Feedback

Comments: The Job was well done and I am quite satisfied with their Performance

Comments: They were friendly and Explain my Dumb Questions

Additional Comments:

Everyone was amazing, Thank you all for the help. It is greatly appreciated

Comments: Those guys were something else as I said I ask a lot of questions and I was sitting right there watching every thing they do. In other Words observing. Thank again Guys

City Commission Regular Meeting **Agenda Item # 13. a.**

Meeting Date: 10/03/2016

Re: FPUA reappointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 16-045 Appointing a member to the FPUA Board following a voice vote of Mayor and Commissioners.

SUMMARY:

The FPUA Board term of Darryl Bey on September 30, 2016 and he is seeking reappointment. Board Members may not serve more than two consecutive terms. As requested by the Commission, additional applications were sought through FaceBook, newspaper article, news releases and website, and are attached to the agenda item.

RECOMMENDATION:

Staff will proceed as directed by the Commission.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Clay Lindstrom, Director of Utilities

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

16-045
Ballot
Attendance
Board Terms History
Benton
Bey
Burdge
Davis
Edwards
Isaac

Matthews
McBee
McNeely

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/08/2016 05:04 PM

Form Started By: Linda Cox Started On: 07/25/2016 02:22 PM
Final Approval Date: 09/20/2016

RESOLUTION NO. 16-R45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE REAPPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed as a member of the Fort Pierce Utilities Authority Board for a term of four years; said term to commence October 1, 2016, and to expire on September 30, 2020, or when a successor has been duly appointed.

_____

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of October, 2016.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk

RE : Fort Pierce Utilities Authority

DATE : October 3, 2016

Fort Pierce Utilities Authority - *Charter Article XII, Sec. 170; Four-Year Terms; Four Members appointed by City Commission; Mayor, Ex Officio; City Manager, Ex Officio without a vote. No member shall serve more than two consecutive terms. Must be qualified elector. No elected official, city employee, or business relationship with UA.*

First name	Last name	Address	District	Status
Robert	Benton	1365 Bayshore	2	New
Darryl	Bey	1005 Kentucky	2	Incumbent
Bob	Burdge	1302 Nebraska # Apt. 1-C	2	New
Pearl	Davis	2006 Avenue Q	1	New
James	Edwards	1900 Valencia Ave.	1	New
Rebecca	Isaac	227 Grand Club Place	2	New
Charlie Frank	Matthews	435 N 11st Street	1	New
Bernard	McBee	1801 S Indian River	2	New
William	McNeely	2705 Sunrise	2	New

1 Vacancy -- VOTE for ONE

Please insert the name of the person from the list above that you are selecting to serve:

_____

Your Signature: _____

Fort Pierce Utilities Authority

Memorandum

To:	Linda W. Cox, MBA, CMA City Clerk/Assistant City Manager/City of Fort Pierce
From:	Clayton W. Lindstrom, P.E., Director
Date:	August 4, 2016
Subject:	Darryl Bey Attendance FPUA Meetings

The FPUA Board term of Darryl Bey expires on September 30, 2016 and he is seeking reappointment. The attached document demonstrates the appointment and reappointment history of the Board Members and their terms of office.

Darryl's term began October 1, 2012. His attendance at our FPUA Board Meetings is as follows: October 1, 2012 through September 30, 2013 - 17 meetings, absent one; October 1, 2013 through September 30, 2014 - 22 meetings, absent two; October 1, 2014 through September 15, 2015 - 23 meetings, absent one; and October 1, 2015 to date, 14 meetings absent one. These absences were all excused for either being out of town or ill.

Attachment: Board Members History

FORT PIERCE UTILITIES AUTHORITY
BOARD MEMBERS
AND
TERMS OF OFFICE

NAME	TERMS OF OFFICE	REPLACING
Dennis Summerlin	8/27/72 - 12/18/72	Original Mayor
Chuck Padrick (Mayor)	12/5/72 - 12/16/74	Dennis Summerlin
Ernest E. Settle	8/27/72 - 11/15/76	Original Member
Ewell E. Menge	8/27/72 - 3/28/77 (Resigned to become Dir. of Util.)	Original Member
Sam Reilly	8/27/72 - 9/30/77	Original Member
Havert L. Fenn	8/27/72 - 9/30/78	Original Member
Ben L. Bryan, Jr. (Mayor)	12/16/74 - 12/20/76	Chuck Padrick
William Center (Died in Office)	11/15/76 - 7/23/77	Ernest E. Settle
Buell L. Brown (Mayor)	12/20/76 - 12/83	Ben L. Bryan, Jr.
Leroy C. Floyd, Sr. (To fill unexpired term of EEM)	4/13/77 - 9/30/79	Ewell E. Menge
	10/1/79 - 9/30/83	Re-appointed
	10/1/83 - 9/30/87	Re-appointed 2nd full term
James W. Sowinski	8/16/77 - 9/30/80	William Center
	10/1/80 - 9/30/84	Re-appointed 2nd term
James A. Strange	10/1/77 - 9/30/81	Sam Reilly
	10/1/81 - 9/30/85	Re-appointed 2nd term
Rex W. Nelson	10/1/78 - 9/30/82	Havert L. Fenn
	10/1/82 - 9/30/86	Re-appointed 2nd term
William R. Dannahower (Mayor)	1/84 - 12/95	Buell L. Brown
J. William Gall	10/1/84 - 9/30/88	James Sowinski
	10/1/88 - 9/30/92	Re-appointed 2nd term
Samuel R. Peterkin, Jr.	10/29/85 - 9/30/89	James A. Strange
	10/1/89 - 9/30/93	Re-appointed 2nd term
Bruce P. Center	10/6/86 - 9/30/90	Rex W. Nelson
	10/1/90 - 9/30/94	Re-appointed 2nd term
	(6/16/92 - 7/5/93)	Medical Disability Leave

NAME	TERMS OF OFFICE	REPLACING
James A. McNeill	10/1/87 - 9/30/91	Leroy C. Floyd, Sr.
	10/1/91 - 9/30/95	Re-appointed 2nd term
Robert I. Carman (Died in Office)	6/16/92 - 10/1/92 (Interim)	Bruce P. Center (Medical Disability Leave)
	10/1/92 - 3/30/96 (Deceased)	J. William Gall
Edward G. Enns	10/1/92 - 7/5/93 (Interim)	Bruce P. Center (Medical Disability Leave)
	10/19/93 – 1/2/96	Samuel R. Peterkin, Jr.
Edward G. Enns (Mayor) (4-Yr. Term)	1/2/96 – 1/04	William R. Dannahower (Retired)
Robert J. Benton III (Mayor)	1/04 – 12/07	Edward G. Enns
(Seated)	1/7/08 – 1/03/12	Re-elected 2nd term
	12/3/12	Term extended from odd yr to even yr by CC referendum
	11/20/12 last mtg.	Resigned to run for Cnty Com
Gloria Grimyser	10/4/94 - 9/30/98	Bruce P. Center
	10/1/98 – 9/30/02	Re-appointed for 2nd term
Thomas D. Siplin	10/3/95 - 9/30/99	James A. McNeill
	10/1/99 - 9/30/2003	Re-appointed for 2nd Term
	Term Exp.8/5/03	Moved out of City Limits
Louis I. Haynes III	1/2/96 - 9/30/97 (To fill unexpired term)	Edward G. Enns (Elected Mayor)
	10-1-97 - 9-30-01	Re-appointed
	10-1-01 – 9-30-05	Re-appointed 2nd term
Cleon Middleton (Died in office 9/21/02)	4/15/96 - 9/30/96 (To fill unexpired term)	Robert I. Carman (Deceased 3-30-96)
	10-1-96 - 9-30-2000	Reappointed 1st term
	10-1-00 – 9-30-04	Reappointed 2nd term
Thomas K. Perona	10/2/02 – 9/30/06	Gloria Grimyser
	10/01/06 – 9/30/2010	Reappointed 2nd term
	10/18/09	Resigned to run for City Comm.
Darrell Drummond	11/5/02 – 9/30/04 (To fill unexpired term)	Cleon Middleton (Deceased 9/21/02)
	10/01/04 – 9/30/08	Appointed 1st full term
	10/01/08 – 9/30/2012	Reappointed 2nd full term
Robert W. Summerhays, Jr.	8/05/03 – 9/30/03 (To fill unexpired term)	Thomas D. Siplin
	10/01/03 – 9-30/07	Appt. for 1st full term
	10/01/07 – 9/30/2011	Reappointed 2nd full term

NAME	TERMS OF OFFICE	REPLACING
Pamela K. Cully	10/1/05 – 9/30/09	Louis I. Haynes III
	10/01/09 – 9/30/13	Reappointed 2nd full term
Michael A. Perri, Jr.	12/01/09 – 9/30/10	Appointed (To fill unexpired term of Tom Perona)
	10/1/10 – 09/30/14	Reappointed for 1st 4-yr term
	10/1/2014 – 09/30/18	Reappointed 2nd full term
Daniel M. Deiulio	10/1/11 – 9/30/15	Robert W. Summerhays, Jr.
	10/1/15 – 9/30/19	Reappointed 2nd full term
Darryl T. Bey	10/1/12 – 9/30/2016	Darrell Drummond
Glynda Cavalcanti	10/1/13 – 9/30/17	Pamela K. Cully
Mayor Linda Hudson	12/3/12-2016	Replaced Mayor Benton

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: FT. PIERCE UTILITIES AUTHORITY

Name: ROBERT J. BENTON III	Phone: 772-370-5741
Home Address: 1365 BAYSHORE DR City/Zip Code: FT. PIERCE 34949	How long at this address? 19 YEARS

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: SELF EMPLOYED / BUSINESS OWNER

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No
If yes, list the address and nature of said business:
1365 BAYSHORE DR FT. PIERCE
PROJECT MANAGEMENT / LANDSCAPE MAINTENANCE

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☑ Yes ☐ No Engineering: ☑ Yes ☐ No Real Estate Brokering: ☑ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☑ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s):
SOME COLLEGE, 10 YEARS OF PROJECT MAGMENT WITH CONSTRUCTION OF ST. LUCIE 1 & 2, 9 YEARS BOARD MEMBER F.P.U.A. AS MAYOR.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: RJbenton1@gmail

Date: 8-22-16 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Fort Pierce Utilities Authority

Name: Darryl Thomas-Bey	Phone: (772) 464-2164
Home Address: 1005 Kentucky Avenue City/Zip Code: Fort Pierce Florida 34950	How long at this address? 17 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Painting Contractor	
Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No If yes, list the address and nature of said business: 809 Delaware Avenue, Fort Pierce, Florida 34950 Commercial Painting Contractors	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: Spectrum Painting Contractors 809 Delaware Avenue Fort Pierce, Fl. 34950	
Do you have special training or knowledge in the area of: Architecture: ☑ Yes ☐ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☑ Yes ☐ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): High School Graduate, Attended College, Trade School Graduate, Real Estate School Graduate	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by Ed Becht	Applicant Email Address: darrylbey@bellsouth.net
Date:7/22/16	Applicant's Signature Darryl Thomas-Bey

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____Fort Pierce Utility Board

Name: **Bob Burdge**	Phone: 772-466-0032
Home Address: 1302 Nebraska Ave. Apt 1-C City/Zip Code: Fort Pierce, Fl 34950	How long at this address? 18 years, 60 years in Fort Pierce

Are you a citizen of the United States? X Yes ☐ No

Occupation: Retired

Do you own a business that operates within the City of Fort Pierce? ☐ Yes X No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes X No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes X No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes X No Engineering: ☐ Yes x No Real Estate Brokering: ☐ Yes x No
Contracting: ☐ Yes x No Land Development: Yes x No Other: government
Describe your education, background, training and knowledge in the above area(s): I have a B. A. degree in Political Science. I am a past Fort Pierce City Commissioner, 1987 to 1996. Have served on the Community Wide Council, Fort Pierce Planning Board in the 1980's and am current Chairman of the Board. I have served on the St. Lucie Fire District, 1992-1996 and was Chairman for 2 years. I am current treasure for the St. Lucie Historical Society, and have served as treasure to the classroom teachers association. I have an understanding of budgets. I will serve all the customers of the FPUA.

Are you currently a member of a Commission-appointed board/committee? X Yes ☐ No
If yes, please specify: Fort Pierce Planning Board

Have you ever been convicted of a felony? ☐ Yes X No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: Commish33@aol.com

Date: 8-24-2016	Applicant's Signature Bob Burdge

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Fort Pierce Utilities Authority Board

Name: Pearl M. Davis	Phone: (772) 240-2328
Home Address: 2006 Avenue Q City/Zip Code: Fort Pierce / 34950	How long at this address? 9 Yrs.
Are you a citizen of the United States? [XX] Yes ☐ No	
Occupation: Risk Management	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes [XX] No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes [XX] No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? [XX] Yes ☐ No If yes, state the business and location: Seacoast Bank, 1901 S US Hwy 1, Fort Pierce, Florida	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes [XX] No Engineering: ☐ Yes [XX] No Real Estate Brokering: [XX] Yes ☐ No Contracting: [XX] Yes ☐ No Land Development: [XX] Yes & No Other: Financial Institution Mgmt. Describe your education, background, training and knowledge in the above area(s): During my appointment as Regional Director, Office of Receivership/Conservatorship Asset Management with the Federal Deposit Insurance Corporation (FDIC) I was a member of the contractors review committee. This committee received training and made final award decisions for services provided to the agency. As well, I have performed as a contractor. I was a licensed independent real estate agent for several years. In my current and past professional role I review proposals for funding land development. In addition, review the funding and process of land development while assessing any associated risk of failure to complete or reach its anticipated profitability potential.	
Are you currently a member of a Commission-appointed board/committee? [XX] Yes ☐ No If yes, please specify: Civil Appeals Board	
Have you ever been convicted of a felony? ☐ Yes [XX] No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: davisp7@aol.com
Date: 08/22/16	Applicant's Signature Pearl M. Davis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
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PEARL M. DAVIS

Well established financial institution executive with over 30 years of diversified asset management and bank operations experience. Professional fortes are noted as strong strategic, analytical, and organization skills.

Professional Bio-Sketch:

Seacoast Bank- Credit Risk Review Manager- Senior Vice President
Presently manages the department while outsourcing the analytical function to professional contracted services. After performing as an independent contractor managed a team of Professional Risk Officers while assessing the risk ratings, making recommendations for maximizing the return on assets, and anticipating allowance for loss for commercial, residential, and consumer loans held by the financial institution.
December 2007- Present

Seacoast National Bank- Independent Contractor- Credit Risk Review
Assessed the risk ratings and anticipated allowance for loss for commercial loans held by the financial institution.
May 2007- December 2007

Harbor Federal Savings Bank- Corporate Loan Risk Review Manager- Vice President
Assessed the risk ratings and anticipated allowance for loss for commercial loans held by the financial institution.
March 2001 – March 2007

Coldwell Bankers Realtors- Residential Real Estate Agent-

Resolution Trust Corp. (FDIC/RTC)Federal S&L Regulatory Agency - 1989 - 1996

- Regional Director, Office of Field Receivership Conservatorship Asset Management (OFRCAM) - Managed the assets of 40+ on–going/controlled financial institutions within the SE region (8 states) of the US with a staff of 200+ not including bank personnel.

- Managing Agent – Managed on-going/controlled financial institutions as CEO, liquidated less desirable assets, managed remaining assets, controlled expenditures, while preparing to package and sale the bank to a healthier regulated financial institutions.

- Senior Credit Specialist- Managed the assets within on-going/controlled institutions as Chief Credit Officer, prepared the banks for sale, and sold to healthier regulated financial institutions.

Federal Deposit Insurance Corporation (FDIC) Banks Depository Ins. Reg. Agency
(Commercial Banks Division of Liquidation) 1984 - 1989

- Credit Manager- Managed account officers within the Division of Liquidation while liquidating assets obtained from the sale of acquired financial institutions.

- Account Officer- Liquidation of assets obtained from acquired financial institutions once sold by the regulatory agency. Liquidation methods varied from negotiating compromises, workouts, and sales.

Native of Fort Pierce, Florida, though removed for 20 years while pursuing a career in financial institution regulation. After living in Tennessee, Orlando, Alabama, and Georgia while working as an agent with Federal banking regulators for numerous years, I returned approximately 10+ years ago. This has been a very rewarding transition and I am proud to return home to contribute to my community.

References (contact info upon request): Mike Brown, Sr., Frank (Speedy) Fee, O. Jean Strickland, Darryl Bey, Larry Lee, Jr., Chris Fogal, Mark Leath, Pam Cully, and others upon request.

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Utilities Board

Name: James A. Edwards	Phone: 772 480-3565
Home Address: 1900 Valencia Ave, Fort Pierce FL 34950	How long at this address? 22 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired - Educator	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a crime? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: St. Lucie County Concerned Citizens, Inc.	Email Address: hun122363.me@gmail.com
Date: 9/23/2014	Applicant's Signature James A Edwards

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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RECEIVED
AUG 18 2016
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Fort Pierce Utilities Authority

Name: Rebecca Isaac	Phone: 772-621-0582
Home Address: 227 Grand Club Place City/Zip Code: Fort Pierce, FL 34982	How long at this address? 2 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Direct Care Professional	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No If yes, in what capacity? For organizations and business to help the citizen find resources to help them with work and school.	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Billing Coll - Healthcare Describe your education, background, training and knowledge in the above area(s): AA degree - Journalism and Communication Community activist (try to help out at city/local events w/ different organizations) Currently works for the Arc of Martin County, but have experience in retail	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: NAACP (Stuart chapter) Applicant Email Address: rebecca Isaac	
Date: 8/18/16 Applicant's Signature Rebecca Isaac	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: **Fort Pierce Utilities Authorities**

Name: Charlie Frank Matthews	Phone: 772-530-1265
Home Address: P.O. Box 2593 or 435 North 11th Street City/Zip Code: Fort Pierce, FL 34954	How long at this address? 30+ years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired – Banking & Retail	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☑ Yes ☐ No Contracting: ☐ Yes ☑ No Land Development: ☑ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): College in Business Administration – Banker in charge of Real Estate, installments loans – 24 years' experience in retail and property management.	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Community Redevelopment Agency Advisory committee (CRA) Note: Served as Vice Chair Citizen Advisory Utilities Board	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Commission R. Alexander	Applicant Email Address: NA
Date: August 24, 2016	Applicant's Signature Charlie Frank Matthews

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

RECEIVED
AUG 19 2016
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: FORT PIERCE UTILITIES AUTHORITY

Name: BERNARD W. McBEE, JR.	Phone: 772 201-9142 - Cell 772 465-1037 - Home
Home Address: 1801 SOUTH INDIAN RIVER DRIVE City/Zip Code: FORT PIERCE 34950	How long at this address? 27 YRS

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: RETIRED VICE PRESIDENT, OPERATIONS – CITRUS PROCESSING

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

RECEIVED
AUG 19 2016
CITY CLERK'S OFFICE

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s): MANAGED THE PLANT OPERATIONS FOR SEVERAL CITRUS PLANTS WITH UP TO 200 EMPLOYEES. RESPONSIBILITIES INCLUDED: OPERATING & CAPITAL BUDGETS, PLANT & PERSONNEL MANAGEMENT, PACKAGING OF RETAIL CITRUS JUICE PRODUCTS, ENVIRONMENTAL REGULATORY COMPLIANCE

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by:	Applicant Email Address: bmcbee@live.com
Date: Aug. 19, 2016	Applicant's Signature Bernard W. McBee, Jr.

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: F.P.U.A.

Name: William McNeely,Jr. Phone: 772 465 9327

Home Address: 2705 Sunrise Blvd. How long at this address? 36 years

City/Zip Code: 34982

Are you a citizen of the United States?

☑ Yes ☐ No

Occupation: Retired from St. Lucie County & Indian River State College

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No

If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No

If yes, state the business and location:

Do you have special training or knowledge in the area of: Science, Electricity, Solar & Wind Energy, Electric Vehicle Tech,

Architecture: ☑ Yes ☐ No

Engineering: ☑ Yes ☐ No

Real Estate Brokering: ☐ Yes ☑ No

Contracting: ☑ Yes ☐ No

Land Development: ☑ Yes ☐ No

Other: Very good with Business Math & Budgeting

Describe your education, background, training and knowledge in the above area(s):

I have applied renewable energy sources to my home & hope to make it more available to our residents. Hope to reduce rates by combining renewable energ sources with existing power grid.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No

If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No

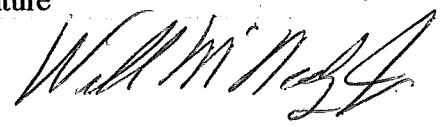
If yes, what was the nature of the crime(s) you were convicted of:

Referred by:

Applicant Email Address: williammcneelyjr@Gmail.com

Date: August 26,2016

Applicant's Signature



Board of Adjustment meets on the 4th Thursday of the month at 6 p.m. The board reviews and votes on variance and special exception applications along with appeals. Members must be a St. Lucie County resident.

Board of Examiners of Contractors meets on the 2nd Tuesday of each month at 9:00 a.m. The board provides practical and adequate control of all contractors in the construction trades in the city. Members must be a St. Lucie County resident for a least two years representing specific fields.

Civil Service Appeals Board meets as needed to hear employee appeals, conduct investigations and enforce a code of rules. Members must be St. Lucie County residents and not an employee of the city.

Code Enforcement Board meets on the 2nd Wednesday of every other month at 9:00 a.m. to determine if an

City Commission Regular Meeting **Agenda Item # 13. b.**

Meeting Date: 10/03/2016

Re: Resolution 16-R47 - Polling Places

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 16-R47 Providing for Publication of Precinct Polling Places for the General Election to be held November 8, 2016.

SUMMARY:

Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

RECOMMENDATION:

Adopt Resolution 16-R47.

ALTERNATIVES:

Proceed as directed by City Commission.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

Account: 001-1600-512-3480

OTHER INFORMATION:

TBD

Attachments

16-R47

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/11/2016 01:59 PM
City Manager	Nick Mimms	09/26/2016 09:48 AM

Form Started By: Linda Cox Started On: 07/08/2016 10:39 AM
Final Approval Date: 09/26/2016

RESOLUTION NO. 16-R47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED **PRECINCT POLLING PLACES** IN THE CITY OF FORT PIERCE FOR THE **GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

SECTION 1. The Polling Places for the Election Precincts in the City of Fort Pierce, a list of which is attached hereto and thereby made a part hereof, be and they are hereby designated as the Official Polling Places for the General Election to be held on November 8, 2016.

SECTION 2. The City Clerk shall publish the designated Polling Places in a newspaper of general circulation in the City, one time, not less than ten days, nor more than thirty days, prior to the General Election.

SECTION 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 3rd day of October, 2016.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

LIST OF VOTING PRECINCTS
CITY OF FORT PIERCE
GENERAL ELECTION
November 8, 2016

PRECINCT 6	Orange Blossom Business Center Entrance 3 4132 Okeechobee Road
PRECINCT 7	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 8	Midway Road Church of Christ 3040 W. Midway Road
PRECINCT 10	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 12	Fort Pierce Masonic Lodge 4590 Oleander Avenue
PRECINCT 13	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 14	Miracle Prayer Temple 3215 Avenue Q
PRECINCT 16	Chapel By The Sea 1717 Gulfstream Avenue
PRECINCT 17	St. Paul A.M.E. Church 1405 N. 27th Street
PRECINCT 18	Lincoln Park Recreation Center 1306 Avenue M
PRECINCT 19	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 25	Days Inn 3224 S. U.S. #1
PRECINCT 40	Church of God 3212 Oleander Avenue
PRECINCT 60	St. Lucie School 2501 N. Old Dixie Highway
PRECINCT 63	St. Lucie School 2501 N. Old Dixie Highway

City Commission Regular Meeting **Agenda Item # 13. c.**

Meeting Date: 10/03/2016

Re: Camera usage

SUBJECT:

Discussion at the request of Commissioner Sessions regarding camera usage for the Police Department and implementation of policy.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/29/2016 08:31 AM

Form Started By: Linda Cox Started On: 09/23/2016 09:25 AM

Final Approval Date: 09/29/2016

City Commission Regular Meeting **Agenda Item # 15. a.**

Meeting Date: 10/03/2016

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Attachments

October 2016 City Manager Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/29/2016 08:31 AM
City Manager	Jennifer Robinson	09/29/2016 08:54 AM

Form Started By: Jennifer Robinson Started On: 09/23/2016 02:10 PM

Final Approval Date: 09/29/2016

SUNRISE CITY SPECTRUM



OCTOBER 2016



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THE BUS STOPS HERE

The U.S. 1 bus shelter project is a regional collaboration with the Florida Department of Transportation (FDOT), St. Lucie County, City of Fort Pierce, City of Port St. Lucie, City of Stuart and Martin County. The project is specific to the US 1 corridor and includes shelters as far north as the Benton Building in Fort Pierce, and as far south as Pomaroy Avenue in Stuart.

The project was funded by the FDOT with an overall budget of approximately $500k. The shelters will include benches and public information signage.



The contractor has installed all bus shelters and components with the exception of the benches. The bus shelter at the Sabal Palm location has been deleted from this contract because the property owner was unable to provide the required easement to facilitate the installation of the bus shelter. St. Lucie County Community Services is continuing to work with the property owner to secure the easement and plan to construct the shelter at this location through a future bus shelter contract.





INDIAN HILLS GOLF COURSE IMPROVEMENTS

The Public Works Department has partnered with the staff of Indian Hills Golf Course to revamp the landscaping and cleanup of the exterior of the Clubhouse/Pro-shop. The Public Works Department Team began by removing all of the existing overgrown shrubs and some trees to open up the area and formulate a game plan. Ultimately, it was decided that a simple, low maintenance approach would be the best avenue to take. Fakahatchee grass was installed around the exterior of the building and along the walkways, Bahia grass was installed in bare areas and all of the Washingtonia palms were trimmed and sand was utilized in place of mulch to pull the golf course theme into the Clubhouse. While installing the new landscape material, the irrigation system was repaired to ensure this project would receive an adequate supply of water. A shed that was utilized to store supplies sat just off the entrance to the Clubhouse, and while it served a purpose, it did not do much for curb appeal. After a brief discussion, a more suitable location was determined and the shed was moved. The improvements that were made are not going unnoticed, returning guests have made comments voicing their pleasure with the change in scenery. Visitors are now welcomed with a clear line of sight to the course and a Clubhouse that is clean and inviting.



CLUB HOUSE BEFORE RENOVATION



FRONT VIEW BEFORE RENOVATION



FRONT OF THE CLUB HOUSE



SIDE VIEW OF THE CLUB HOUSE



UPDATED INSIDE OF THE CLUB HOUSE



INSIDE VIEW OF CLUB HOUSE



THE SHED WAS REMOVED

MEETING THE COMMUNITY



Kids from Southern Swines 4H Club stopped by the Fort Pierce Police Department recently with a basket of treats for officers. They wanted to thank the Police Department for looking out for them. An impromptu meeting was made possible with top staff that included Chief Hobley-Burney.



Southern Swines 4H Club members and Chief Hobley-Burney.



When Lt. Bill Hall's crew held roll call at 18th Street and Avenue G recently, the neighborhood kids gathered around paying close attention. The kids got some play time with the officers, as Officer Pete Berger provided some toys. The children really enjoyed trying on some of the equipment that the officers wear every day.



HD KING SITE MEETING

Remediation on the former HD King site is nearing completion. The City is just waiting on a review of the site from DEP on the work that was recently completed. Planning Staff initiated the first steps toward possible redevelopment on the HD King site by inviting people to an open house. Staff was available at several "conversation stations" so that anyone participating could speak directly with a staff person and convey their thoughts on the site. Questions asked included naming their top three uses and developing a list of "deal breakers" - things that they did not want to see on the property. From the first person throughout the event, it is clear that there is broad support for a hotel on that site with some related retail/ restaurant use. Luxury housing including upscale condominiums was also supported for that site. About forty people took time to stop in and discuss the future of that site with Staff.







WHAT'S A WAWA?!?

Wawa is a uniquely designed fueling station which features a complete cafe and dining area to provide full service breakfast, lunch, and dinner options in addition to a traditional convenience store. Their new 6,119 sq. ft. facility is nearing building permit approval to replace the existing Elpex Wholesale Tire facility at the corner of Okeechobee and Jenkins Roads.



Local landmark restaurant Mervis' Cafe recently completed a facade renovation that added architectural enhancements to their existing site. They incorporated their existing color scheme into the final design and by adding a parapet wall and crown molding at the roof line, they have given their exterior a facelift that we think looks great!

Indian River Biodiesel, LLC is nearing the completion of their newest 39,500 square foot facility located at 1103 North 2nd Street on the west side of North 2nd Street in the Port Planning Area. Their innovative technology converts used cooking oils into a clean, green, biofuel, which is utilized in many diesel applications. Soon the tanks shown will be filled with green fuel alternatives that will be prepared for sale and exported.







The new Sailfish Brewing facility in downtown has started production! New stainless steel vats hold the contents of soon to be kegged production. The empty kegs are 1/4 “slim” barrels that hold the equivalent of eighty-three 12 oz beers.

WAY TO GO PLANNING DEPARTMENT!

FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Governor RICK SCOTT **Secretary CHRISTINA DALY**

September 7, 2016

Rebecca Grohall, AICP and Staff
City of Ft. Pierce
100 North U.S. 1
Ft. Pierce, Fl. 34950

SEP 15 2016

Dear Rebecca,

On behalf of the Florida Department of Juvenile Justice, I would like to thank you for your donation to our 4th Back to School Bash in Circuit 19. The theme of this event was "Eliminating the School to Prison Pipeline".

I am delighted to report that our event was a huge success and your contribution helped to bring that theme to fruition. Our efforts cannot and does not stop at this one event as it is an ongoing process in helping our youth flourish as excellent students and productive citizens. We are hopeful that your business and/or agency will continue to support our efforts in the future.

The Florida Department of Juvenile Justice and Circuit 19 once again would like to extend a heartfelt thank you for your commitment and collaboration in furthering our mission.

Sincerely,

Wydee'a Wilson, Chief of Probation Officer

Dorothy Malik, Assistant Chief Probation Officer

. 2215 S. 25th Street, Ft. Pierce, FL 34947 • Phone: (772) 429-2122 Fax: (772) 221-4940
http://www.djj.state.fl.us

The mission of the Department of Juvenile Justice is to increase public safety by reducing juvenile delinquency through effective prevention, intervention, and treatment services that strengthen families and turn around the lives of troubled youth.

SITE DEVELOPMENT

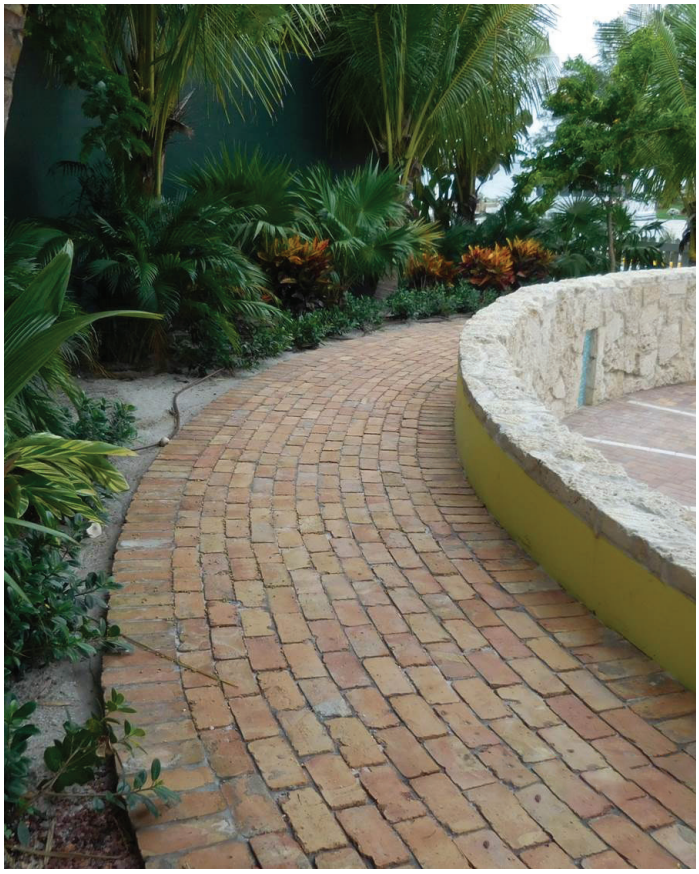
SQUARE GROUPER UPDATE



The Square Grouper is located in a Special Flood Hazard Area (SFHA); therefore, a special flood and wave protection design was put in place to assist with rainwater, or storm causing floods. (left)

Due to the required elevation, an accessible ramp was built in place to keep with standards. (bottom left)

The new outside bar was installed with wind shutters which also act as security. (bottom right)







#EnjoyTheFort

#LoveTheFort









13TH STREET AND 17TH STREET RECONSTRUCTION – Commission has given approval to enter into a contract with Pav Co. to complete the 13th Street Project. 17th Street is under design.

STREET RESURFACING – Resurfacing efforts have been completed. The following streets have been resurfaced: 12th Street (Ave. H to Ave. M), 21st Street, Birch Street, and 23rd Street from Georgia Avenue to Virginia Avenue. Contractor completed thermo-striping application on Friday September 16, 2016.

CITY MARINA DINGHY DOCK CONSTRUCTION – The City is still awaiting the executed BIG grant contract from FWC to proceed with the project advertisement, which the City was awarded in March 2015. We received the executed FIND documents for incorporation into the RFP documents in March 2015.

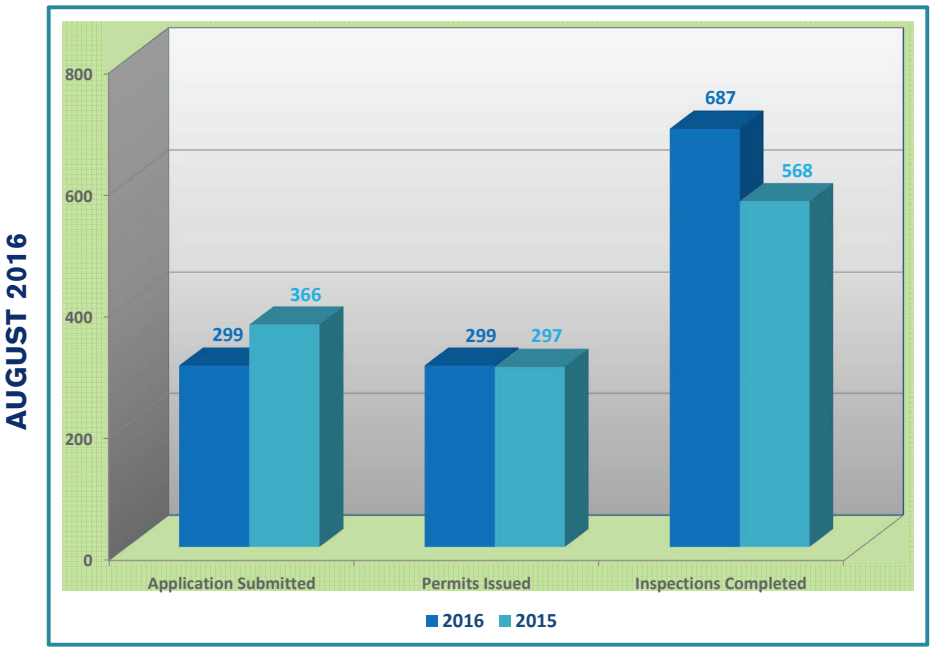
INDIAN HILLS RECREATION AREA PHASE II – Punch list has been submitted to the contractor for completion of project.



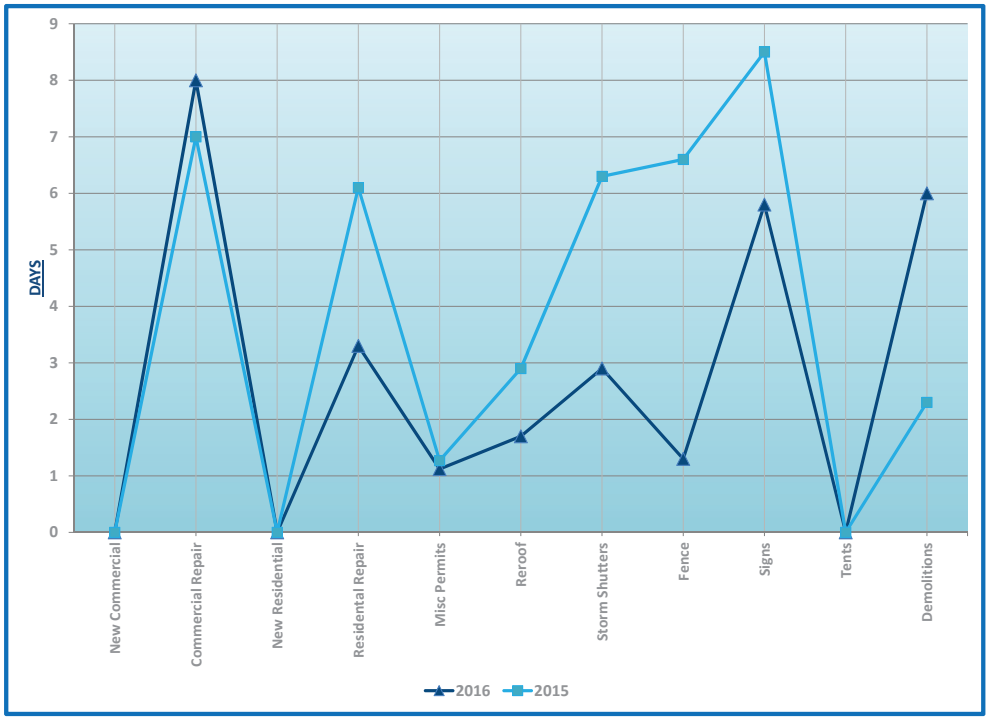
RIVER WALK CENTER SALES REPORT AUGUST 2016

CLASSES	$ 537.56
PARK PERMITS	$ 1,287.50
SPECIAL EVENTS	$ 625.00
GARDEN CENTER	$ 296.95
MARAVILLA CENTER	$ 934.67
OLD CITY HALL	$ 1,150.00
RIVER WALK CENTER	$ 1,745.86
YOUTH ACTIVITIES (HDRC)	$1,125.00
TOTAL	**$ 7,702.54**

BUILDING PERMIT ACTIVITY REPORT



PLAN REVIEW PROCESSING TIME
AUGUST 2016





INDIAN HILLS AUGUST SALES REPORT

	8/2016
Golf Rounds	2,583
Golf Fees	$44,037.58
Range Tokens	$1,638.53
Membership Pass	$585.00
Food & Beverages	$3,246.73
Merchandise	$2,037.11
Total	$51,544.95



CITY MARINA FINANCIAL REPORT

	JUNE	JULY	AUG
Dockage Reservations	116	110	73
Monthly Dockage	$93,735.33	$83,185.48	$82,652.00
Transient Dockage	$26,743.62	$30,173.34	$25,814.00
Electricity	$2,374.46	$2,749.20	$3,224.00
Retail	$13,875.08	$18,378.84	$11,186.00
Gas Sales	$34,895.38	$39,628.70	$18,349.00
Diesel Sales	$41,820.59	$49,624.74	$34,916.00
TOTALS	$213,444.46	$223,740.30	$176,141.00

The Sunrise Theatre and the Sunrise Theatre Foundation are pleased to announce the 2016/17 School Time Performances. For the past 10 years the Sunrise Theatre has been committed to providing students in St. Lucie, Indian River, Okeechobee, and Martin Counties the opportunity to attend live theatrical performances free of charge.

The School Time Performances offer current, challenging and artistically diverse programming performed by international, national and regional artists and theatrical companies. For some students, it is their first time seeing a live performance and for others yet another glimpse into the world of education, brought to life.



THE ALUMINUM SHOW

WEDNESDAY, NOVEMBER 9 AT 10:30 AM
Grades 6-12



MONDAY, DECEMBER 5 AT 10:30 AM
THE SHANGHAI ACROBATS OF THE PEOPLE'S REPUBLIC OF CHINA
Grades K-12



ST. LUCIE BALLET PRESENTS -
THE NUTCRACKER
FRIDAY, DECEMBER 9 AT 10:30 AM
Grades K-12



SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Attendance	Total Expense	Total Revenue	Gain/(Loss)
8/7	Summer Movie/ Lincoln	N/A	$449.98	$1,154.33	$704.35
8/19	TCFB Laugh Out Hunger	104	$2,161.20	$3,628.00	$1,466.80
8/21	Summer Movie/ Hope Springs	N/A	$430.79	$1,015.33	$584.54
8/1-30	Jazz Jam - BB (Rental)	170	$880.32	$1,343.00	$1,913.04
8/1-30	Comedy Corner - BB (Rental)	196	$2,425.96	$4,339.00	$5,131.41
		TOTALS	$6,348.25	$11,479.66	$5,131.41

We welcome the following new businesses to the City of Fort Pierce.

BUSINESS NAME	CLASSIFICATION
A Paradise Wedding	Unclassified
Back Forty	Unclassified
Bahamaville Corp	Merchant-Not Exceeding $10,000
Bonehead Motor Company LLC	Agents/Agencies-Booking
Cars of Dreams Collision & Restoration	Machine/Repair-N/E 3 Persons
Casey Creek Southern Boutique	Merchant-$10,000 N/E $30,000
Cici Car Therapy LLC	Car Wash & Window Tinting
Curcio, Gary J., M.D.	Physicians and Surgeons
Cutler Electrical Services, Inc	Contractors, General or Specialty
Dolphin Pressure Washing	Unclassified
El Primo Wireless Phones Inc	Merchant-Not Exceeding $10,000
Executive Hand Cleaning	Tree Trimming & Handyman
F & H Electrical Contractors Inc	Contractors, General or Specialty
Flying Furr Pet Grooming	Animal Grooming
Fruteria El Rancho	Merchant-Not Exceeding $10,000
George Enterprises Of Florida	Cleaning Service & Handyman
Golden Snacks Inc	Merchant-Not Exceeding $10,000
Grant, James	Car Wash
Green, Gretchen	Artist/Art Studio/Arts & Crafts
Hercules Flooring LLC	Unclassified
Kuzich, Mark A.	Physicians And Surgeons
Lee, Daniel	Flea Market: Tenant
Manhattan Life Insurance Company	Insurance Company/Life
Mr. Jonny's Car Wash, LLC	Car Wash
Nancy's Home Cleaning	Cleaning Service
Page, Whitney B.	Professions-Each Individual
Pierre, Andremann	Unclassified
Ritchey, Amy Renee	Attorney At Law
Road Dawgs, Inc	Handyman & Lawn Service
Robinson, Alvin B.	Trucks/Vehicles Delivery Of Goods
Roth, Harvey Craig	Physicians and Surgeons
Save More Meat & Grocery Inc	Delicatessen and/or Take Out Service
Sponsor Me Inc	Unclassified
Sylent Cleaning & Landscaping	Cleaning Service & Lawn Service
The Oculina Bank	Banks-State/National,Trust Company
Whole Family Health Center Inc	Secretarial Services
Youth & Family Behavioral Health Center, Inc	Medical Clinics, Offices etc.

UPCOMING EVENTS

EVENT	DATE	TIME	LOCATION
OKTOBERFEST SAILFISH BREWERY	10/1	11:00 AM - 11:00 PM	N. 2ND STREET TO ORANGE AVENUE
FRIDAY FEST	10/7	5:00 PM - 9:00 PM	MARINA SQUARE
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	7:00 AM - 1 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
FOOD TRUCK INVASION	10/4 & 10/18	5:00 PM - 9:30 PM	MARINA SQUARE
WALK A MILE IN HER SHOES	10/8	8:00 AM - 12:00 PM	FORT PIERCE CITY MARINA
PRAISE ON THE MARINA	10/30	4:00 PM - 9:00 PM	FORT PIERCE CITY MARINA



Mission Statement

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

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