

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, December 19, 2016 - 6:30 p.m.

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

1. **SPECIAL MUSICAL PRESENTATION BY WESTWOOD HIGH SCHOOL BRASS QUARTET PLAYING HOLIDAY TUNES AT 6:15 P.M.**
2. **CALL TO ORDER**
3. **OPENING PRAYER** - Pastor Kenny Mills, Save Our Children, Inc.
4. **PLEDGE OF ALLEGIANCE**
5. **ROLL CALL**
6. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the December 5, 2016 Regular meeting and December 5, 2016 Special meeting.
7. **PROCLAMATIONS**
8. **LETTERS TO COMMISSION**
 - a. Email from Bruce Murray, COP District 9 Leader, South Hutchinson Island commending Officer Darius Holmes #538 for his professionalism, exceptional work and projection of a positive image of the Fort Pierce Police Department.
 - b. Email from Linda Fasano expressing her appreciation of the hard working staff at the Public Works Department for the display of holiday lights on the island and downtown.
9. **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.

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

11. **CONSENT AGENDA**

- a. Approve purchase of ten (10) In-Car Video Camera systems from Watch Guard in the amount not to exceed \$55,450.00 for the Fort Pierce Police Department.
- b. Approve purchase of radios from Motorola Solutions, Inc. in the amount not to exceed \$1,429,586.00 for the Fort Pierce Police Department.
- c. Approve purchase of MILO Training Simulator in the total amount of \$56,035.00.
- d. Approval to submit and accept a 2016-2017 continuation of the VOCA victims advocacy grant program in the amount of \$36,694.58.
- e. Approve grant award for Ms. Michelle McClendon, for her business, StarGirlz Wedding & Event Planning in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.
- f. Approve grant award for Ms. Debra Ball, for her business, Golden Minds Learning Center, Inc., in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.
- g. Approve grant award for Mr. Ishmael Brunson for his business, 2Legit Athletic Performance, Inc., in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan-Grant Award for Small Business.
- h. Approve Contractual Agreement for Main Street Fort Pierce to receive funding through Community Development Block Grant funds as approved in the 2016-2017 CDBG Action Plan in the total amount of \$50,000.
- i. Approve proposal from Shenandoah Construction, Inc. in the amount of \$20,900.00 for an emergency drainage repair required for an outfall through a seawall located at 1705 Sunset Isle Road.
- j. Approve Contractual Agreement for Lincoln Park Main Street to receive funding through Community Development Block Grant funds as approved in 2016-2017 CDBG Action Plan in the total amount of \$50,000.

- k. Waive interest, penalties, and administrative fees in the amount of \$472.96 associated with lot clearing lien against 325 South 13th Street, Fort Pierce, FL 34950 Parcel ID Number 2409-424-0003-000-4 owned by Jean M. Dantilus, 325 South 13th Street, Fort Pierce, FL 34950 contingent upon payment of \$153.47.
- l. Approve execution of an Easement for Unintended Encroachments/Revocable Encroachment Permit for loading dock located at 130 N 2nd Street.
- m. Approval of travel expenses in the amount of \$1181.38 for Commissioner Perona to attend the FPPTA Trustee School in Orlando, Florida on January 29 - February 1, 2017.
- n. Request for approval of a \$75 holiday bonus pay to each employee.

12. **PUBLIC HEARINGS**

- a. An application submitted by Dora Granados to operate a food truck ("Pupuseria La Salvadorena") at 2228 Okeechobee Road, Fort Pierce. Said use requires a variance from Sec. 9-111(b)(1) to operate within 500 feet from a similar type of business.
- b. 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER) Presentation and Public Hearing.
- c. Ordinance 16-022 Amending the current Alarm Ordinance. FIRST READING
- d. Ordinance 16- 025 Adopting the International Property Maintenance Code (IPMC) as the Fort Pierce Housing Code and Property Maintenance Code with local amendments. FIRST READING

13. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Presentation and Approval to purchase a subscription for one hundred (100) Body Worn Cameras from VIEVU, a Brand of the Safariland Group in the amount not to exceed \$450,000. The proposal is a five (5) year term that costs \$90,000 per year.
- b. Monthly Financial Report for the Month Ending October 31, 2016.

14. **CITY COMMISSION**

- a. Resolution 16-R58 appointing a member to the Police Officers' Retirement Trust Fund Board following a vote.

- b. Resolution 16-R59 allowing the City to enter into a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the operation and maintenance of traffic equipment and intersections on the State Highway System.
- c. Request for letter in support of Walton Acquisitions FL, LLC's application for a variance from FDOT for a 516 acre project located in the City of Fort Pierce known as the Village at Midway project.

15. **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.

16. **COMMENTS FROM THE CITY MANAGER**

17. **COMMENTS FROM THE COMMISSION**

18. **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 # 6. a.

Meeting Date: 12/19/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the December 5, 2016 Regular meeting and December 5, 2016 Special meeting.

SUMMARY:

Approval of minutes from the December 5, 2016 Regular meeting and December 5, 2016 Special meeting.

RECOMMENDATION:

Approve

ALTERNATIVES:

Approve with changes

Deny

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Attachments

City Commission Minutes 12.5.2016

City Commission Special Meeting Minutes 12.5.2016

Form Review

Form Started By: Caleta Scott
Final Approval Date: 12/12/2016

Started On: 12/12/2016 02:41 PM

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, DECEMBER 5, 2016.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Father Michael McNally of St. Mark the Evangelist Catholic Church gave the opening prayer.
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**

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

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

5. **APPROVAL OF MINUTES**

- a. Approval of minutes from the November 21, 2016 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the minutes from the November 21, 2016 regular meeting.

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

Passed

6. **PROCLAMATIONS**

- a. Mayor Hudson presented the Award of Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association to Johnna Morris, Director of Finance.

7. **LETTERS TO COMMISSION** - There were no letters to the City Commission.

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**

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

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

Passed

10. CONSENT AGENDA

- a. Approval of Grant Award for Nidal Farhoud for his business, Elite Groceries, in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan.
- b. Approve agreement with Hoyt C. Murphy to allow a mural to be painted at 415 Georgia Avenue.
- c. Reduce code enforcement lien associated with 708 Grandview Boulevard, Ft. Pierce, FL, Parcel ID #2422-711-0008-000-1 previously owned by Rudaina Ibrahim, 708 Grandview Boulevard, Ft. Pierce, FL and currently owned by Qamar Wahaj, 233 SW Whitmore Drive, Port St. Lucie, FL 34984 in the amount of \$22,330.00 (\$30.00 recording fees) to \$1,350.00 contingent upon payment of the reduced amount in 90 days.
- d. Approve award of the Melody Lane Parking Lot Reconstruction contract to the low bidder, Lynch Paving and Construction Company, Inc. in an amount equal to \$213,657.60.
- e. Accept Bid No. 2016-033 for Chiller Replacement Sunrise Theatre to Gibson Air Conditioning & Refrigeration, LLC in the amount of \$96,285.
- f. Renew advertising contract with FPIS, Inc. for Fort Pierce Authentic Tours program in the amount of \$9,828.00.

Commissioner Alexander requested to pull item **10d**.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve items **10a, 10b, 10c, 10e and 10f**.

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

Passed

As to item **10d**, Commissioner Alexander inquired into the expense of the project. Jack Andrews, City Engineer, stated that the joint project with the County which includes storm-water improvements and contributions from the County and a small amount coming from the general fund.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item **10d**.

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

Passed

11. PUBLIC HEARINGS

- a. Review and approval of an application for a Waiver of Distance, submitted by Property Owner, Nael Shreiteh, Applicant, Amar Shreiteh to establish a 2APS alcoholic beverage license for their Save More Meat & Grocery convenience store at 2010 Avenue D, Fort Pierce, FL. The property is zoned General Commercial Zone (C-3), (Parcel ID 2409-602-0214-000-2)

Vennis Gilmore, Planner, gave a brief presentation and was available for questions.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Commission discussion included wanting businesses to thrive in Fort Pierce, adding more businesses of this sort to the Avenue D area and the distance the business is away from churches. Commissioner Sessions stated that he has received calls about the activity in the area.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **11a** with the following staff conditions:

- 1) The applicant completes landscape improvements along the southern and western property line to bring the site landscaping into compliance with City Code Section 22-187;
- 2) The applicant removes the unused drop curb and driveway apron located within the 21st Street Right – of – Way and install a new Type “F” curb and gutter along with Bahia sod at the same location. Per City Code Section 22-61(b)(2)a. – All driveways shall conform to the minimum distance requirements; and
- 3) The applicant provides a site lighting assessment, and upgrade the lighting if necessary, to ensure the site lighting meets the minimum average of two (2) foot-candles, as required by City Code Section 22-60 (j), prior to release of the alcohol license.

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

Passed

- b. Review and approval of an application for Conditional Use with New Construction, submitted by Property Owner, Southwinds Fourteen Point LLC, applicant, Fort Pierce Utility Authority (FPUA), and representative, James Carnes, PE, Environmental Engineer, are requesting approval of a Conditional Use with New Construction to relocate lift station #23, through the installation of a new unit, at Atlantic Ave & S 30th St in Fort Pierce, Florida. The property is zoned Single Family Moderate Density (R-3). The Parcel ID is 2408-802-0012-000-7.

Kori Benton, Senior Planner, gave a brief presentation and was available for questions.

Mayor Hudson opened the public hearing.

Drew Carnegie inquired about native species hedges.

James Carnes, P.E., FPUA Water/Waste Water Engineer, is open to discuss landscaping concerns.

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

Commissioner Johnson inquired about the lift station servicing capabilities.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item **11b** with the condition that FPUA work with Staff to find native species for the hedge.

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

Passed

- 12. MISCELLANEOUS REPORTS & REQUESTS** - There were no miscellaneous reports or requests.

13. CITY COMMISSION

- a. Resolution 16-R51 establishing the Budget Review Committee

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

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE BUDGET REVIEW COMMITTEE; RESPONSIBILITIES OF THE COMMITTEE, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Perona inquired about extending the eligibility to businesses within the City limits.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **13a** with a change to the requirement of living within the City limits to also include anyone with a business in the City limits and have a Business Tax Receipt.

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

Passed

- b. Resolution 16-R54 Authorizing the sale of Mohawk Avenue to William and Terrie Selph.

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

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE SALE OF REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE, KNOWN AS APPROXIMATELY MOHAWK AVENUE, OWNED BY THE CITY OF FORT PIERCE, FL TO WILLIAM R. SELPH, JR. AND TERRIE H. SELPH FOR THE PRICE OF \$3,500 AS OUTLINED IN A COMMERCIAL CONTRACT (EXHIBIT A); DIRECTING THAT SUCH SALE CONFORMS WITH THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Alexander inquired about the dimensions of the property.

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

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

Passed

- c. Resolution 16-R55 Appointing/Reappointing members to the Historic Preservation Board following a vote.

Commissioner Alexander voted for Charlie Hayek and Rebecca Isaac.
Commissioner Johnson voted for Charlie Hayek and Holly Theuns.
Commissioner Perona voted for Charlie Hayek and Holly Theuns.
Commissioner Sessions voted for Ann Roccon and Holly Theuns.
Mayor Hudson voted for Holly Theuns and Charlie Hayek.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Charlie Hayek and Holly Theuns will be re-appointed based on vote.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item **13c**.

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

Passed

- d. Resolution 16-R56 granting a Perpetual Easement at the southeast corner of Avenue A (Marina Way) and US Highway 1 to the Florida Department of Transportation.

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, AUTHORIZING EXECUTION OF A PERPETUAL EASEMENT BETWEEN THE CITY OF FORT PIERCE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR 819 SQ. FT. OF LAND AT THE SOUTH EAST CORNER OF U.S. HWY 1 AND AVENUE A, AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID EASEMENT ON PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

Jack Andrews, City Engineer, gave a brief presentation and was available for questions.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item **13d**.

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

Passed

- e. Discussion at the request of Commissioner Alexander regarding annexations in Paradise Park and Sheraton Plaza.

Commissioner Alexander wanted to discuss and clarify the concern of citizens from Paradise Park regarding paying for their street lights.

Rebecca Grohall, Planning Manager, stated that she has been looking into long range strategies, in conjunction with the County, they can look at annexing all properties in Sheraton Plaza and Paradise Park and entire NW section. One option is an Interlocal Service Boundary

Agreement (ISBA) which draws the boundaries on paper, addressing services including street lighting and storm water. The other option is an enclave annexation which would help pick up unincorporated areas that are currently surrounded by the City.

Commission discussion included adding the residents to our tax base. Clay Lindstrom, FPUA Director, stated that FPUA does not own any street lights and they are not built by FPUA. He clarified the difference between surcharges charged to county residents and the tax imposed by the City to its residents. Further Commission discussion included how to help make the annexation happen, adding residents without being able to service the areas and having the figures of the tax base to review before making a decision. After collaboration with the County, this will be brought back before the Commission in March or April.

- f. Submittal of applications to fill the unexpired term of a Commission appointee on the Police Officers' Retirement Trust Fund Board. - At the next meeting, there will be a vote for appointment.

14. COMMENTS FROM THE PUBLIC

Sophia Watkins
Bishop William Adderly
Linda Jones
Larry Taylor
Randle Hope
Beverly Taylor
Mary Willis
William Bradley
Rick Reed
Jerome Rhyant
Michael McLeod
Jose Ilianis
Earline Bernard
Victoria Hinson
Gus Gutierrez
Pastor Andrew Jefferson
Ruth Jefferson
Kathy Balsalino

15. COMMENTS FROM THE CITY MANAGER

- a. City Manager's Report

Nicholas Mimms, City Manager, addressed the Rock Church concerns and gave next steps. Commission discussion included making a temporary solution until the City makes changes to parking ordinance for Orange Avenue corridor. In order to take official action, the topic will need to be noticed and on an agenda. Consensus was to have viable options brought back before the Commission for consideration.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander inquired about the wastewater treatment reverts.

Commissioner Perona talked about the Sights and Sounds parade and commended the Public Works department.

Commissioner Sessions mentioned the holiday decorations on Avenue D.

Commissioner Johnson announced Legit Cuts Toy Drive on Saturday, December 10. He would like to discuss the methods of appointing board members.

Mayor Hudson discussed finding the balance between appointing new members and re-appointing members.

17. **ADJOURNMENT** - There being no further business, Mayor Hudson declared the meeting adjourned at 9:37 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

MINUTES OF A SPECIAL 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 5:30 P.M. ON MONDAY, DECEMBER 5, 2016.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 5:30 p.m.
2. **SWEARING IN CEREMONY**
 - a. Linda Cox, City Clerk, administered the Oath of Office to Commissioner-elect Jeremiah Johnson, Commissioner Reginald Sessions and Mayor Linda Hudson.
3. **ROLL CALL**

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

Absent: Commissioner Rufus Alexander

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney James Messer
4. **ADJOURNMENT** - There being no further business, Mayor Hudson declared the meeting adjourned at 5:43 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 8. a.

Meeting Date: 12/19/2016

Re: Email from Bruce Murray

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Bruce Murray, COP District 9 Leader, South Hutchinson Island commending Officer Darius Holmes #538 for his professionalism, exceptional work and projection of a positive image of the Fort Pierce Police Department.

Attachments

Email from Bruce Murray

Form Review

| Inbox | Reviewed By | Date |
|------------------------------------|--------------------|---------------------------------|
| City Manager | Nick Mimms | 12/13/2016 11:02 AM |
| Form Started By: Jennifer Robinson | | Started On: 12/08/2016 10:38 AM |
| Final Approval Date: 12/13/2016 | | |



To: Jennifer D Robinson/cfp@cfp,
Cc: Linda Cox/cfp@cfp, dhobley-burney@fppd.org,
Bcc:
Subject: Fw: FAVORABLE Officer comment
From: Nicholas Mimms/cfp - Friday 12/02/2016 03:22 PM

-----Forwarded by Nicholas Mimms/cfp on 12/02/2016 03:21PM -----

To: dhobley-burney@fppd.org, knorris@fppd.org, amandro@fppd.org, jschramm@fppd.org
From: Mailmurray@aol.com
Date: 12/02/2016 12:27PM
Cc: nmimms@city-ftpierce.com, lhudson@city-ftpierce.com
Subject: FAVORABLE Officer comment

In the course of C. O. P. activities yesterday I had contact a couple of times with an Officer filling in on South Beach and also heard radio communication he was involved in on our scanner. He did not offer a name or have a name tag, apparently because he is so new he hasn't gotten a tag yet. He indicated he had been with FPPD since June and was in the oldest "temporary" car I have seen on our streets, #265. I think, however, he was Darius Holmes #538.

I have had many contacts with officers new to the streets on their own, but this Officer was worth singling out as exceptional. His interaction with me, with a citizen of South Beach with a complaint regarding stolen property, and with me and Ocean Village Security jointly regarding an issue there, were extremely professional. He was entirely focused, grasped information and situations quickly, acted on what he knew, and solved issues cooperatively. Throughout, he was personable, confident, efficient and projected a positive image of FPPD. I would have taken him for someone who had been on the street for years, which he well might have been, I suppose, and enjoyed his job and contact with the community.

Regardless, if this is an example of the quality of applicant you are now recruiting and the quality of the training they are receiving, it is commendable and certainly bodes well for the future of FPPD and our community. If he is, in fact, new to law enforcement, the Officer and three Training Officers he mentioned he worked with deserve special compliments for the exceptional work and outcome.

Bruce Murray - COP District 9 Leader
South Hutchinson Island
772-285-1755

City Commission Regular Meeting

Agenda Item # 8. b.

Meeting Date: 12/19/2016

Re: Email from Linda Fasano

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Linda Fasano expressing her appreciation of the hard working staff at the Public Works Department for the display of holiday lights on the island and downtown.

Attachments

Email from Linda Fasano

Form Review

| Inbox | Reviewed By | Date |
|------------------------------------|--------------------|---------------------------------|
| City Manager | Nick Mimms | 12/13/2016 11:01 AM |
| Form Started By: Jennifer Robinson | | Started On: 12/09/2016 08:40 AM |
| Final Approval Date: 12/13/2016 | | |



To: Jennifer D Robinson/cfp@cfp,
Cc: Mike Reals/cfp@cfp, Linda Cox/cfp@cfp,
Bcc:
Subject: Fw: Happy Holidays!
From: Nicholas Mimms/cfp - Thursday 12/08/2016 07:15 PM

History: This message has been replied to.

linda fasano --- Happy Holidays! ---

Fro "linda fasano" <lindafasano@icloud.com>

m:

To: "Nicholas Mimms" <NMimms@City-FtPierce.Com>, "Mike Reals" <mreals@fppwd.com>, "Shyanne Helms" <SHelms@City-FtPierce.Com>, "Elizabeth Woodruff" <ewoodruff@city-ftpierce.com>

Date Thu, Dec 8, 2016 11:16 AM

:

Subj Happy Holidays!

ect:

Hi Mike,

I have been traveling a good bit with lots going on. We came up last night and went out for dinner. I was so happy to see all of the lights on the island and downtown.

I said to Jim, there is just something special about Ft Pierce and the people who work here. On minimal budgets you all do so much and do such a great job. Thank you especially to you Mike, I know your department are the elves working hard out there.;)

I hope you all have a wonderful holiday season!

Best,
Linda

Linda Fasano
603 Xanadu Place
Jupiter, FL 33477
lindafasano@att.net
561-512-6465

City Commission Regular Meeting

Agenda Item # 11. a.

Meeting Date: 12/19/2016

Re: In-Car Video Cameras

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

SUBJECT:

Approve purchase of ten (10) In-Car Video Camera systems from Watch Guard in the amount not to exceed \$55,450.00 for the Fort Pierce Police Department.

SUMMARY:

The police department requests approval to purchase ten (10) In-Car Video Camera systems from Watch Guard. The Watch Guard 4RE In-Car Video system is a state of the art camera system that uses Icon-driven user interface (much like a smartphone) and direct access keys that makes the 4RE system easy to learn and understand. It also has Hands-Free Upload function that allows officers to record events that are automatically uploaded wirelessly from the vehicle to an evidence storage system with no officer involvement. The 4RE system can also be configured for continuous background recording, ensuring events are always recorded – never missed. Sometimes, there just isn't enough time to press record and the opportunity to capture critical video evidence is thought to be lost. Record-After-the-Fact (RATF) provides the ability to go back in time and capture the video from the event more than a day after it happened.

RECOMMENDATION:

The police department recommends approval of this purchase request.

ALTERNATIVES:

The alternative is to deny this purchase request and provide funding for another program or initiative.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

John Schramm, Sergeant and Laurie Aguila, Information Technologies Systems Administrator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 001.6000.513.6410
Amount: 55,450.00
FISCAL IMPACT:

The funding for this purchase order request is coming from the Allegany Franciscan Ministries 2015-2016 Common Good Initiative Grant, Project Code AFM 16.

The purchase is utilizing the GSA Contract # GS-35F-0186P

Attachments

Purchase order Request
Quote from Qatch Guard
Sole Source Justification Form
Sole Source Letter
Price List with GSA

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Purchasing | Tony Barnes | 12/09/2016 12:35 PM |
| Finance Department | Johnna Morris | 12/09/2016 12:40 PM |
| City Manager | Nick Mimms | 12/13/2016 10:59 AM |
| Form Started By: Frank Amandro | | Started On: 12/07/2016 09:10 AM |
| Final Approval Date: 12/13/2016 | | |



415 Century Parkway, Allen, TX 75013
 (972) 423-9777 Fax: (972) 423-9778
 National Toll-Free 1-800-605-MPEG (6734)
 www.watchguardvideo.com

CAMERA QUOTE

Quote #: QUO-36685-C7V2 Rev #: 0

| Customer | |
|-------------------------------|--------------|
| Fort Pierce Police Department | |
| Attn: Agulla | |
| ''' | |
| Telephone Number | Fax Number |
| 772-467-6804 | 772-461-3605 |
| Email Address | |
| | |

| Quote Information | | |
|---------------------|-----------------------------|---------------|
| Quote Valid From: | To: 12/28/2016 | |
| Quote Presented By: | Chris Hudson | |
| Presenter Contact: | CHudson@WatchGuardVideo.com | |
| Est. Ship Date | Ship Via | Payment Terms |
| 30 days | UPS Ground | Net 30 |

| # | Part Number | Description | Unit Price | Qty | Ext Price |
|----|-----------------|---|------------|-----|-------------|
| 1 | 4RE-STD-GPS-RV2 | 4RE, HD DVR, Gen 2, 200GB HDD | \$4,795.00 | 10 | \$47,950.00 |
| 2 | KEY-EL4-SRV-001 | Evidence Library 4 Web Server Site License Key | \$1,000.00 | 1 | \$1,000.00 |
| 3 | SVC-4RE-RMT-410 | 4RE Remote System Setup, Configuration, Testing and Admin Training | \$750.00 | 1 | \$750.00 |
| 4 | Freight | Shipping and Handling Charges | \$250.00 | 1 | \$250.00 |
| 5 | 4RE-WRL-KIT-101 | MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables) | \$200.00 | 10 | \$2,000.00 |
| 6 | CAM-4RE-PAN-NHD | Front Camera, 4RE, HD Panoramic | \$200.00 | 10 | \$2,000.00 |
| 7 | KEY-EL4-DEV-001 | Evidence Library 4 Web 4RE In-Car Device License Key | \$150.00 | 10 | \$1,500.00 |
| 8 | WAR-4RE-CAR-1ST | Warranty, 4RE, In-Car, 1st Year (Months 1-12) | Included | 10 | Included |
| 9 | SFW-MNT-EL4-001 | Software Maintenance, Evidence Library, 1st Year (Months 1-12) | Included | 10 | Included |
| 10 | SFW-EL4-CLD-BAS | Evidence Library 4 Web CLOUD-SHARE - Basic | Included | 10 | Included |

Comments:

GSA Contract#
 GS-35F-0186P

| | |
|----------|-------------|
| Subtotal | \$55,450.00 |
| Shipping | \$0.00 |
| Taxes | |
| Total | \$55,450.00 |



WatchGuard Video Detailed Published Options Price List

| DV-1 In-Car Video System | | MSRP | GSA Price |
|---------------------------------|--|-------------|------------------|
| DV1-EOH-GPS | DV-1, Overhead System. Includes: Overhead Recorder Unit, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, One (1) Year Factory Warranty, Wireless Microphone Kit, Leather Holster, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility | 6,240.00 | 4,995.00 |
| DV1-EMD-GPS | DV-1, Modular System. Includes: Modular Recording Unit, Remote Display Control Panel, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, One (1) Year Factory Warranty, Wireless Microphone Kit, Leather Holster, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility | 6,685.00 | 5,350.00 |
| In-Car Hardware Warranty | | MSRP | GSA Price |
| WAR-EXT-PUR-2YR | 2 Year Extended Factory Warranty (Months 13 to 24) | 315.00 | 250.00 |
| WAR-EXT-PUR-3YR | 3 Year Extended Factory Warranty (Months 13 to 36) | 700.00 | 560.00 |
| WAR-EXT-PUR-4YR | 4 Year Extended Factory Warranty (Months 13 to 48) | 1,185.00 | 945.00 |
| WAR-EXT-PUR-5YR | 5 Year Extended Factory Warranty, DV-1 (Months 13 to 60) | 1,790.00 | 1,430.00 |
| Additional Options | | MSRP | GSA Price |
| CAM-RDK-100-NEW | Rear Camera, Deck Mount | 995.00 | 795.00 |
| CAM-RGL-100-NEW | Rear Camera, Glass Mount | 995.00 | 795.00 |
| CAB-RDK-201-75F | Rear Camera Extension Cable - 75' | 220.00 | 175.00 |
| SFW-WGV-DMU-103 | WatchGuard DVD Manager Utility Premium Software | 45.00 | 35.00 |
| DVD-PLR-STD-100 | DVD Player | 115.00 | 90.00 |
| MIC-WRL-LAP-300 | Wireless Microphone Lapel Mic- 2.4 GHz (WatchGuard) (Optional) | 20.00 | 15.00 |
| MIC-WRL-DTC-350 | Wireless Microphone Desktop Charger Kit - 2.4 GHz (WatchGuard) | 125.00 | 99.00 |
| MIC-WRL-BAT-350 | Wireless Microphone Transceiver Battery - 2.4 GHz (Additional) | 55.00 | 40.00 |
| MIC-WRL-TRN-350 | Wireless Microphone (Gray) Beltpack Transceiver 2.4 Ghz (WatchGuard) | 370.00 | 295.00 |
| MIC-WRL-LTH-300 | Wireless Microphone Leather Holster- 2.4 GHz (WatchGuard) (Additional) | 25.00 | 20.00 |
| MIC-WRL-LTH-301 | Wireless Microphone Leather Holster (High Gloss) 2.4 GHz (WatchGuard) | 40.00 | 30.00 |
| MIC-WRL-LTH-302 | Wireless Microphone Leather Holster (Basket Weave) 2.4 GHz (WatchGuard) | 40.00 | 30.00 |
| SVC-DV1-INS-100 | DV-1 System Installation (Per Unit Charge) | 440.00 | 350.00 |
| HDW-SYS-DCS-100 | WatchGuard DVD Copy Station PC with preloaded software | 2,370.00 | 1,895.00 |
| PWR-UPS-INT-200 | DV-1, iUPS (Intelligent Uninterruptible Power Supply) | 190.00 | 150.00 |
| DVD-EVI-MED-021 | DV-1, Disc, Non-Labeled DVD+RW Blank Media | 5.00 | 0.77 |
| DVD-EVI-MED-011 | DV-1, Non-Serialized DVD+RW Red Evidence Label Media | 5.00 | 0.99 |
| DVD-EVI-MED-001 | DV-1, Serialized DVD+RW Red Evidence Label Disc Media | 5.00 | 1.25 |
| Brackets | | MSRP | GSA Price |
| BRK-CRH-101-006 | Bracket, Ceiling Mount Kit, Chevy Impala 2006-2012 (Remove Headliner) | 120.00 | 95.00 |
| BRK-VPM-101-006 | Chevy Impala 2006-2009 (with Console) | 60.00 | 45.00 |



WatchGuard Video Detailed Published Options Price List

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|-----------------|---|--------|--------|
| BRK-VAC-107-004 | Chevy Tahoe (with AC Controls) 2004-2006 | 160.00 | 125.00 |
| BRK-CRC-107-007 | Bracket, Ceiling Mount Kit, Chevy Tahoe PPV 2007-2013 (Remove Console) Ticket Light Included | 220.00 | 175.00 |
| BRK-VPM-107-099 | Visor Post Bracket, Chevy Tahoe/Silverado/2500 Truck 1999-2006 | 60.00 | 45.00 |
| BRK-VPM-116-006 | Chevy Trail Blazer 2006-07 | 60.00 | 45.00 |
| BRK-CRC-103-009 | Installation Kit, 2015 Tahoe, DV-1 Overhead | 220.00 | 175.00 |
| BRK-CRC-106-006 | Bracket, Ceiling Mount Kit, Dodge Charger 2006-2010 | 100.00 | 75.00 |
| BRK-VPM-105-005 | Visor Post Bracket, Dodge Durango 2005-2008 | 60.00 | 45.00 |
| BRK-VPM-102-003 | Dodge Intrepid 2003 | 60.00 | 45.00 |
| BRK-VPM-109-006 | Dodge Ram 1500 Pickup 2006 | 120.00 | 95.00 |
| BRK-VRC-109-000 | Dodge Ram 1500 Pickup 2006 (Remove Console) | 120.00 | 95.00 |
| BRK-VPM-100-099 | Visor Post Bracket, Ford Crown Victoria 1999-2005(A) | 60.00 | 45.00 |
| BRK-VPM-100-005 | Visor Post Bracket, Ford Crown Victoria 2005(B)-2011 | 60.00 | 45.00 |
| BRK-VPM-103-001 | Ford Expedition 2001-2002 | 60.00 | 45.00 |
| BRK-VPM-103-003 | Visor Post Bracket, Ford Expedition 2003-2007 | 60.00 | 45.00 |
| BRK-VWC-103-000 | Visor Post Bracket, Ford Expedition 2006-2007 (with Console) | 60.00 | 45.00 |
| BRK-CRC-103-007 | Bracket, Ceiling Mount Kit, Ford Expedition 2007-2012 (Remove Console) Ticket Light Included | 220.00 | 175.00 |
| BRK-CRC-103-008 | Installation Kit, Ford Interceptor SUV (Explorer), 2012+ | 190.00 | 150.00 |
| BRK-VPM-104-000 | Ford Explorer 2000 | 120.00 | 95.00 |
| BRK-VPM-104-001 | Ford Explorer 2001-2002 | 120.00 | 95.00 |
| BRK-VPM-104-003 | Ford Explorer 2003-2004 | 120.00 | 95.00 |
| BRK-VPM-104-005 | Visor Post Bracket, Ford Explorer 2005-2007 | 120.00 | 95.00 |
| BRK-VPM-104-008 | Visor Post Bracket, Ford Explorer 2008-2009, (Remove Console) Ticket Light Included | 260.00 | 205.00 |
| BRK-VPM-111-001 | Visor Post Bracket, Ford F-150 Pickup 2001 | 60.00 | 45.00 |
| BRK-VPM-111-006 | Visor Post Bracket, Ford F-150 Pickup 2006 | 60.00 | 45.00 |
| BRK-CRC-111-007 | Ford F-150 SuperCrew Pickup 2007-08 (Remove Console) | 160.00 | 125.00 |
| BRK-VPM-112-006 | Ford F-250 Pickup 2006-2009 | 120.00 | 95.00 |
| BRK-VPM-114-006 | Ford Van E150/E350 2006 | 60.00 | 45.00 |
| BRK-RDM-100-06I | Bracket, Modular Remote Display Mount, Rigid - 6" | 50.00 | 39.00 |
| BRK-RDM-100-09I | Modular Remote Display Mount, Rigid - 9" | 60.00 | 45.00 |
| BRK-RDM-100-12I | Modular Remote Display Mount, Rigid - 12" | 60.00 | 45.00 |
| BRK-RDM-200-10I | Modular Remote Display Mount, Flex - 10" | 60.00 | 45.00 |
| BRK-RDM-200-12I | Modular Remote Display Mount, Flex - 12" | 60.00 | 45.00 |
| BRK-RDM-200-14I | Modular Remote Display Mount, Flex - 14" | 60.00 | 45.00 |
| BRK-RDM-RAM-100 | Modular Remote Display Mount, Headliner (RAM Mount) | 160.00 | 125.00 |
| BRK-VFS-100-005 | Modular Remote Display Visor Post Kit, Ford Crown Victoria 2005-2009 (with Fire Suppression System) | 200.00 | 159.00 |
| BRK-MRU-100-000 | Bracket, Modular Recording Unit Base Mounting Plate | 35.00 | 25.00 |
| BRK-MRU-200-099 | Bracket, 4RE DVR, Mounting Shelf Kit, Ford Crown Victoria 1999-2009 | 100.00 | 79.00 |



WatchGuard Video Detailed Published Options Price List

| 4RE In-Car Video System | | MSRP | GSA Price |
|---------------------------------|--|-------------|------------------|
| 4RE-200-GPS | 4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, (1) 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, Wireless Microphone Lapel Microphone, hardware & cabling, One (1) Year Factory Warranty. Includes Evidence Library Express software. | 5,990.00 | 4,795.00 |
| 4RE-200-VIS-INT | 4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi Includes: Zero Sightline HD Front Camera, Separate Back Seat Camera, VISTA HD Wi-Fi Integrated Wearable Camera, VISTA HD Wi-Fi Charging / Transfer Base, 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS, Crash detection, DVR with integrated 200GB, automotive grade hard drive, 16GB USB drive, 4.3" touch screen remote display control panel, Cabin microphone, All mounting hardware and cabling, One (1) Year Factory Warranty. Includes Evidence Library Express software. | 6,995.00 | 5,495.00 |
| 4RE-64S-GPS-MTR | 4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900MHz Hi Fidelity wireless microphone, Wireless Microphone Lapel Microphone, hardware & cabling and One (1) Year Factory Warranty. Includes Evidence Library Express software. | 6,270.00 | 5,295.00 |
| 4RE-200-INT-001 | 4RE Interview Room Solution, One Camera Package - Choice of: traditional dome security camera with integrated microphone, covert motion sensor hidden camera, and covert pinhole camera, DVR with integrated 200GB hard drive, 16GB removable USB flash drive, mounting hardware and cabling, Easy-On wall switch, and Watch Commander Live Video Streaming software. | 5,990.00 | 4,995.00 |
| 4RE-200-INT-002 | 4RE Interview Room Solution, Two Camera Package - Choice of two cameras: traditional dome security camera with integrated microphone, covert motion sensor hidden camera, and covert pinhole camera, DVR with integrated 200GB hard drive, 16GB removable USB flash drive, mounting hardware and cabling, Easy-On wall switch, and Watch Commander Live Video Streaming software. | 6,230.00 | 5,195.00 |
| 4RE-WRL-KIT-05G | Upgrade 4RE to wireless upload capability 802.11n 5GHz. Requires Evidence Library 3 software or higher | 250.00 | 200.00 |
| 4RE ELITE | Upgrade 4RE DVR to Elite version supporting up to 6 cameras | 345.00 | 275.00 |
| 4RE ZOOM UPGRADE | Upgrade front camera to HD zoom camera | 250.00 | 200.00 |
| 4RE PANORAMIC UPGRADE | Upgrade front camera to the Panoramic camera | 250.00 | 200.00 |
| DUAL MIC UPGRADE | Upgrade to dual Hi-Fi wireless microphones | 985.00 | 785.00 |
| In-Car Hardware Warranty | | MSRP | GSA Price |
| WAR-4RE-CAR-2ND | Warranty, 4RE, In-Car, 2nd Year (Months 13-24) | 125.00 | 100.00 |



WatchGuard Video Detailed Published Options Price List

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|---------------------------|---|-------------|------------------|
| WAR-4RE-CAR-3RD | Warranty, 4RE, In-Car, 3rd Year (Months 25-36) | 250.00 | 200.00 |
| WAR-4RE-CAR-4TH | Warranty, 4RE, In-Car, 4th Year (Months 37-48) | 410.00 | 325.00 |
| WAR-4RE-CAR-5TH | Warranty, 4RE, In-Car, 5th Year (Months 49-60) | 565.00 | 450.00 |
| WAR-4RE-5YR-BUN | Warranty, 4RE 5 Year Hardware and Software Bundle | 1,720.00 | 1,375.00 |
| Additional Options | | MSRP | GSA Price |
| USB-DRV-101-16G | 4RE, USB 2.0 Thumb Drive, Rubberized, 16GB | 50.00 | 40.00 |
| USB-DRV-100-32G | 4RE, USB 2.0 Thumb Drive, Rubberized, 32GB | 90.00 | 70.00 |
| CAM-AUX-SNY-SPR | Camera Assy, Auxiliary, Gimble Bracket Assy, 4RE | 245.00 | 195.00 |
| KEY-4RE-MBL-001 | 4RE, Mobile App License Key | 65.00 | 50.00 |
| HDW-ETH-SWT-001 | 4RE, Power Over Ethernet / Gigabit 4-port Switch (required when including both WiFi and Mobile App) | 190.00 | 150.00 |
| MIC-WRL-TRN-400 | Transmitter, Hi-Fi Microphone (additional) | 435.00 | 345.00 |
| MIC-WRL-DTC-400 | Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger) | 125.00 | 99.00 |
| MIC-CBN-100-07F | Cabin Microphone - 7' | 35.00 | 25.00 |
| Cables | | MSRP | GSA Price |
| MIC-CBN-EXT-12F | Cabin Microphone Extension Cable - 12' | 15.00 | 10.00 |
| CAB-ETH-STR-10F | Cable Assembly, Straight Ethernet, CAT5e, 10' | 15.00 | 10.00 |
| CAB-ETH-STR-25F | Cable Assembly, Straight Ethernet, CAT5e, 25' | 15.00 | 10.00 |
| CAB-HDM-4RE-15F | 4RE, Cable, HDMI/Mini, Display ONLY, Straight, 15' | 25.00 | 20.00 |
| CAB-HDM-91D-15F | 4RE, Cable, HDMI, Display ONLY, R/A, 15' | 25.00 | 20.00 |
| CAB-HDM-4RE-15F | 4RE, Cable, HDMI/Mini, Display ONLY, Straight, 15' | 25.00 | 20.00 |
| CAB-HDM-90D-15F | 4RE, Cable, HDMI, Combo Cam ONLY, R/A, 15' | 25.00 | 20.00 |
| CAB-FWD-STR-15F | 4RE, Cable, HDMI, Front Cam, Straight, 15' | 25.00 | 20.00 |
| CAB-FWD-90D-15F | 4RE, Cable, HDMI, Front Cam, R/A, 15' | 65.00 | 50.00 |
| CAB-ZSL-STR-15F | 4RE, Cable, HDMI, ZSL, Straight, 15' | 35.00 | 25.00 |
| CAB-ZSL-90D-15F | 4RE, Cable, HDMI, ZSL, R/A, 15' | 35.00 | 25.00 |
| CAB-BST-STR-16F | 4RE, Cable, HDMI, Port 2, Backseat Camera, 2-Pin Connect, Straight, 16' | 40.00 | 30.00 |
| CAB-BST-90D-16F | 4RE, Cable, HDMI, Port 2, Backseat Camera, 2-Pin Connect, R/A, 16' | 40.00 | 30.00 |
| CAB-EXT-MMB-15F | Cable Assy, 4RE, Extension, 15', male Molex/BNC, WardMay/Aux Camera | 25.00 | 20.00 |
| CAB-AUX-STR-03F | 4RE, Cable, HDMI, Port 2, Dual, Auxiliary Camera, Straight, 3' | 35.00 | 25.00 |
| CAB-AUX-90D-03F | 4RE, Cable, HDMI, Port 2, Dual, Auxiliary Camera, R/A, 3' | 85.00 | 65.00 |
| CAB-AUX-2PN-18I | Cable Assy, Auxiliary Camera (JCC), 4RE Short 18"(2 pin Molex Male) | 35.00 | 25.00 |
| CAB-MHD-90D-15F | CABLE, 4RE, M-HDMI STR TO HDMI R/A, 15' (HD Mini Zoom) | 35.00 | 25.00 |
| CAB-MHD-STR-15F | CABLE, 4RE, M-HDMI STR to HDMI STR, 15' (HD Mini Zoom) | 35.00 | 25.00 |
| CAB-RIA-100-SRY | Radar Interface Cable for Stalker, Y-Cable, 10' | 95.00 | 75.00 |
| CAB-RIA-101-DG1 | Radar Interface Cable for Decatur Genesis I, 12' | 95.00 | 75.00 |
| CAB-RIA-102-KSE | Radar Interface Cable for Kustom Eagle, 12' | 95.00 | 75.00 |
| CAB-RIA-102-KSR | Radar Interface Cable for Kustom Raptor RP-1, 12' | 95.00 | 75.00 |
| CAB-RIA-103-MPH | Radar Interface Cable, MPH Bee 3, Decatur Genesis II, 9 Pin D-Sub, 12' | 95.00 | 75.00 |
| CAB-RIA-104-DG2 | Radar Interface Cable for Decatur Genesis II, 7mm LEMO, 12' | 95.00 | 75.00 |



WatchGuard Video Detailed Published Options Price List

| Brackets | | MSRP | GSA Price |
|---------------------------------|---|-----------|-----------|
| BRK-4RE-FPK-03I | Bracket Kit, 4RE, DVR, Console Faceplate, 3" | 45.00 | 35.00 |
| BRK-4RE-FPK-02I | Bracket Kit, 4RE, DVR, Console Faceplate, 2" | 45.00 | 35.00 |
| BRK-4RE-DVR-100 | Bracket Kit, 4RE, DVR, Universal | 95.00 | 75.00 |
| BRK-MRU-200-099 | Bracket, 4RE DVR, Mounting Shelf Kit, Ford Crown Victoria 1999-2009 | 95.00 | 75.00 |
| BRK-4RE-OHD-101 | Bracket Kit, 4RE, Display, Chevy Tahoe, 2007+ | 95.00 | 75.00 |
| BRK-4RE-OHD-100 | Bracket Kit, 4RE, Display, Ford Crown Vic, 2005(b)+ | 95.00 | 75.00 |
| BRK-4RE-OHD-103 | Bracket Kit, 4RE, Display, Dodge Charger, 2006-2010 | 95.00 | 75.00 |
| BRK-4RE-OHD-104 | Bracket Kit, 4RE, Display, Universal Visor Post | 95.00 | 75.00 |
| BRK-4RE-OHM-100 | Bracket Kit, 4RE, Overhead Multi, Crown Vic (All), Expedition 03-06 | 95.00 | 75.00 |
| BRK-4RE-OHM-101 | Bracket Kit, 4RE, Overhead Multi, Headliner Clip, Expedition 07-11+ | 95.00 | 75.00 |
| BRK-ANT-NMO-001 | 4RE, WiFi Vehicle Antenna Mount, NMO, Drill 3/4" Hole, 17' long | 95.00 | 75.00 |
| Servers and Storage Hard Drives | | MSRP | GSA Price |
| HDW-4RE-SRV-001 | Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x2TB SATA 7,200 RPM drives, 5TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty. | 4,360.00 | 3,490.00 |
| HDW-4RE-SRV-002 | Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x3TB SATA 7,200 RPM drives, 7.8TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty. | 4,800.00 | 3,840.00 |
| HDW-4RE-SRV-102 | Server, 4RE, 16 HDD, 3U, 6-15 Concurrent Cars, 5CAL, Gen 3 (3U rack mount, 16 SATA hard drive bays, plus 2 X 128GB SSD 6Gbps drives for the OS Partition, SAS backplane, dual 1200W power supplies, Intel XEON E5-1620 V3 3.5 Ghz 4 Core 8 Thread, 8GB (2x4GB), 1.2 V, DDR4 2133 ECC, LSI 9361-4I 12GB RAID SAS, PCIE 3.0, Microsoft Windows Server 2012 R2 64-Bit, Microsoft SQL Server 2012 Standard (5 CALs), 3 Year full service (on-site or reimbursed) warranty. | 9,690.00 | 7,750.00 |
| HDW-4RE-SRV-201 | Server, 4RE, 3U, 16-35 Concurrent Cars, 5CAL (3U rack mount, 16 SATA hard drive bays, plus 2 X 128GB SSD 6Gbps drives for the OS Partition, SAS backplane, dual 1200W power supplies, SM X10SRI-F, Intel C612 Chipset, up to 1TB ECC 3DS RAM, PCI-E 3.0, Intel XEON E5-2620 V3 2.4 Ghz 6 Core 12 Thread, 32GB (4x8GB), 1.2 V, DDR4 PC4-1700, LSI 9361-4I 12GB RAID SAS, PCIE 3.0, Microsoft Windows Server 2012 R2 64-Bit, Microsoft SQL Server 2012 Standard (5 CALs), 3 Year full service (on-site or reimbursed) warranty. | 11,065.00 | 8,850.00 |
| HDW-4RE-HDD-4TB | Hard Drive, Server, 4TB, 7,200, 64MB cache 4RE | 615.00 | 490.00 |
| HDW-4RE-JBD-012 | Storage, JBOD Enclosure, 12-bay, 2U, includes SAS Cable | 2,565.00 | 2,050.00 |
| HDW-4RE-JBD-016 | Storage, JBOD Enclosure, 16-bay, 3U, includes SAS Cable | 2,800.00 | 2,240.00 |
| HDW-4RE-JBD-024 | Storage, JBOD Enclosure, 24-bay, 4U, includes SAS Cable | 2,815.00 | 2,250.00 |
| HDW-4RE-RBT-DVD | Primera Bravo 4101 DVD±/CD-R | 3,745.00 | 2,995.00 |
| HDW-4RE-RBT-BLU | Primera Bravo 4101-Blu DVD±/CD-R/BD-R | 4,990.00 | 3,995.00 |



WatchGuard Video Detailed Published Options Price List

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|------------------------------|--|-------------|------------------|
| WAR-SRV-RCK-5YR | Warranty, Rack Server, Full Service On Site, 5-Year (Months 37-60) | 1,470.00 | 1,175.00 |
| Wireless Access Point | | MSRP | GSA Price |
| WAP-BLD-05G-001 | 4RE, WiFi Access Point, 802.11n, 5GHz, Sector (includes PoE) | 315.00 | 250.00 |
| Services | | MSRP | GSA Price |
| SVC-4RE-ONS-300 | 4RE, On-Site Service, Access Point Installation | 1,250.00 | 1,000.00 |
| SVC-4RE-RMT-410 | 4RE Remote System Setup, Configuration, Testing & Admin Training | 900.00 | 750.00 |
| SVC-4RE-ONS-400 | 4RE System Setup, Configuration, Testing and Training (per site) | 3,125.00 | 2,500.00 |
| SVC-4RE-INS-100 | 4RE System Installation, In-Car (Per Unit Charge) | QUOTED | QUOTED |
| SVC-VID-REM-100 | Video System Removal (Per Unit Charge) | QUOTED | QUOTED |
| SVC-SIT-SUR-001 | Site Survey, 4RE Wireless Discovery and Examination | 4,375.00 | 3,500.00 |



WatchGuard Video Detailed Published Options Price List

| VISTA Wearable Camera System | | MSRP | GSA Price |
|-------------------------------------|--|-------------|------------------|
| VST-STD-KIT-100 | VISTA Standard Capacity Wearable Camera System. Capable of 6 hours continuous HD recording. Includes 32GB of storage, USB charge and upload docking base, and 1 Year Warranty. | 995.00 | 795.00 |
| VST-EXT-KIT-200 | VISTA Extended Capacity Wearable Camera System. Capable of 9 hours continuous HD recording. Includes 32GB of storage, USB charge and upload docking base, and 1 Year Warranty. | 1,120.00 | 895.00 |
| VIS-EXT-WIF-KIT | VISTA Extended Capacity Wi-Fi Wearable Camera System | 1,495.00 | 1,195.00 |
| HDW-ETH-SWT-005 | 4RE, VISTA, Smart PoE Switch | 245.00 | 195.00 |
| SFW-MOB-APP-001 | VISTA Mobile Companion App (ELX/EL4) | 95.00 | 75.00 |
| VIS-CHG-DTC-001 | VISTA HD USB Charge and Upload Docking Base | 120.00 | 95.00 |
| VIS-MNT-KIT-001 | VISTA HD Locking Magnetic Chest Mount | 65.00 | 50.00 |
| VIS-CHS-STP-001 | VISTA HD Adjustable Chest Strap Kit | 25.00 | 20.00 |
| VIS-BLT-CLP-100 | VISTA HD Shirt Clip with Slider | 40.00 | 30.00 |
| VIS-BLT-CLP-001 | VISTA HD Duty Belt Clip | 25.00 | 20.00 |
| VIS-MNT-MOL-001 | VISTA HD, Molle Vest Adapter | 25.00 | 20.00 |
| VIS-MNT-TRI-001 | VISTA HD, Tripod Mount Base Adapter | 45.00 | 35.00 |
| VIS-USB-HUB-001 | VISTA HD 7 Port USB Hub | 40.00 | 30.00 |
| VIS-VTS-DTC-001 | VISTA HD 8 Bay Ethernet Transfer Station | 1,870.00 | 1,495.00 |
| VIS-WRL-BAT-100 | VISTA HD Extended Battery, LI-ION, 3.6V 4050mAh | 55.00 | 45.00 |
| VIS-WRL-BAT-001 | VISTA HD Standard Battery, LI-ION, 3.6V 2700mAh | 40.00 | 35.00 |
| WAR-VIS-CAM-3RD | VISTA HD Warranty, 3rd Year (Months 25-36) | 250.00 | 195.00 |
| WAR-VIS-CAM-NOF | VISTA HD No Fault Warranty, Years 1-3 | 475.00 | 380.00 |
| WAR-VIS-3YR-BUN | VISTA HD Warranty, 3 Year Hardware and Software Bundle | 725.00 | 580.00 |
| Evidence Management Software | | | |
| Evidence Library | | MSRP | GSA Price |
| SFW-ELX-KIT-300 | Evidence Library Express Standalone Software | - | - |
| KEY-EL4-SRV-001 | Evidence Library 4 Web Server Site License | 1,250.00 | 1,000.00 |
| KEY-EL4-DEV-001 | Evidence Library 4 Web 4RE In-Car Device License | 190.00 | 150.00 |
| KEY-EL4-DEV-002 | Evidence Library 4 Web VISTA Device License | 190.00 | 150.00 |
| KEY-EL4-DEV-003 | Evidence Library 4 Web 4RE Combo-Discount Device License Key | 95.00 | 75.00 |
| KEY-EL4-DEV-004 | Evidence Library 4 Web VISTA Combo-Discount Device License Key | 95.00 | 75.00 |
| SFW-EL4-CLD-BAS | Evidence Library 4 Web CLOUD-SHARE - Basic Includes 24 Shares Per Device. Included with Evidence Library Software Maintenance | - | - |
| SFW-EL4-CLD-FUL | Evidence Library 4 Web CLOUD-SHARE - Full Includes 48 Shares Per Device. Optional upgrade. | 55.00 | 45.00 |
| SFW-EL4-CLD-EXT | Evidence Library 4 Web CLOUD-SHARE - Extended Includes 72 Shares Per Device. Optional upgrade. | 125.00 | 100.00 |
| SFW-SQL-CAL-R21 | Software CAL, SQL Server 2008, R2, 1 CAL | 115.00 | 90.00 |
| SFW-SQL-CAL-R25 | Software CAL, SQL Server 2008, R2, 5 CALs | 515.00 | 410.00 |
| SFW-SQL-SRV-012 | Software, SQL Server 2012, w/5 CAL | 520.00 | 415.00 |



WatchGuard Video Detailed Published Options Price List

| | | | |
|---|--|-------------|------------------|
| SFW-WIN-SRV-012 | Software, Windows Server 2012, w/5 CAL | 965.00 | 770.00 |
| Evidence Library Software Maintenance | | MSRP | GSA Price |
| SFW-MNT-EL4-001 | Software Maintenance, Evidence Library 1st Year | - | - |
| SFW-MNT-EL4-002 | Software Maintenance, Evidence Library 2nd Year | 190.00 | 150.00 |
| SFW-MNT-EL4-003 | Software Maintenance, Evidence Library 3rd Year | 190.00 | 150.00 |
| SFW-MNT-EL4-004 | Software Maintenance, Evidence Library 4th Year | 190.00 | 150.00 |
| SFW-MNT-EL4-005 | Software Maintenance, Evidence Library 5th Year | 190.00 | 150.00 |
| Watch Commander Live Video Streaming Application | | MSRP | GSA Price |
| SFW-WCM-KIT-100 | Watch Commander Live Video Streaming Application | 2,900.00 | 2,000.00 |
| SFW-WCM-LIC-FEE | Watch Commander Annual License Fee | 275.00 | 250.00 |

City Commission Regular Meeting

Agenda Item # 11. b.

Meeting Date: 12/19/2016

Re: Public Safety Radio System

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

SUBJECT:

Approve purchase of radios from Motorola Solutions, Inc. in the amount not to exceed \$1,429,586.00 for the Fort Pierce Police Department.

SUMMARY:

The police department requests approval to purchase Public Safety Radios from Motorola Solutions, Incorporated. The St. Lucie County Public Safety Department operates and manages the 9-1-1 Communications Center. The infrastructure of the 9-1-1 Public Safety Radio System is approximately 20 years old. The St. Lucie County Public Safety Department is in the process of replacing the 9-1-1 Public Safety Radio System, which will impact the three law enforcement agencies; the Fort Pierce Police Department, the Port St. Lucie Police Department, and the St. Lucie County Sheriff's Office along with the St. Lucie County Fire District, and the St. Lucie County 9-1-1 Dispatch Center. The City of Fort Pierce's radio are approximately 20 years old and need to be replaced.

The St. Lucie County Public Safety Department recently completed a competitive bid process and selected Motorola Solutions, Incorporated to replace the existing infrastructure of the 9-1-1 Public Safety Radio System. The police department requests approval to use the St. Lucie County Public Safety Department's competitive bid process to purchase radios for the Police Department, Public Works, the Building Department, and Code Enforcement. The proposal provides for a Volume Purchase Incentive and Trade-In program at provides for a significant cost savings for the City. The purchase proposal will allow for standardization with St. Lucie County 9-1-1 Dispatcher Center, the Port St. Lucie Police Department, the St. Lucie County Sheriff's Office and the St. Lucie County Fire District.

RECOMMENDATION:

The police department recommends approval of this purchase order request.

ALTERNATIVES:

The alternative is to deny this purchase order request and search for a different vendor/proposal.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

Christopher Bender, Lieutenant; Graham Kelley, Sergeant; and John Schramm, Sergeant.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 001.6000.513.6450
Amount: 1,429,586.00

FISCAL IMPACT:

Please see Johnna Morris, Director of Finance concerning the funding for this expenditure.

Attachments

Purchase Order Request
Sole Source Justification Form
Proposal
W-9 Form

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Purchasing | Tony Barnes | 12/09/2016 12:35 PM |
| Finance Department | Johnna Morris | 12/09/2016 12:39 PM |
| City Manager | Nick Mimms | 12/13/2016 11:17 AM |
| Form Started By: Frank Amandro | | Started On: 12/08/2016 02:24 PM |
| Final Approval Date: 12/13/2016 | | |

**REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT**

Date: 12/7/2016

VENDOR:

Motorola Solutions Incorporated
1303 E. Algonquin Road
Schaumburg, IL 601196

| |
|--|
| Department/Division Police Department, Public Works, Building Department, & Code Enforcement |
| Account Number 001.6000.513.6450 |
| Com. Code: |
| Needed For Replace Existing Public Safety Radios |

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

| QUANTITY | UNIT | DESCRIPTION | STOCK NUMBER | UNIT COST | AMOUNT |
|---|------|---|--------------|------------|--------------|
| Police Department Replacement Radios | | | | | |
| 160 | | APX 6000 700/800 Model 2.5 Portable | H98UCF9PW6N | \$3,721.25 | \$595,400.00 |
| 160 | | APX 6500 Digital Mobile Radio - Remote Mount | M25URS9PW1AN | \$4,265.75 | \$682,520.00 |
| 3 | | APX 6500 Digital Mobile Radio - Control Station | M25URS9PW1AN | \$4,486.50 | \$13,459.50 |
| 180 | | APX 6000 Remote Speaker Microphone W/ vol | PMMN4099A | \$92.40 | \$16,632.00 |
| 180 | | APX 6000 Impres Single Unit Charger | WPLN7080A | \$96.25 | \$17,325.00 |
| 90 | | APX 6000 Spare Battery | NNTN7038B | \$109.34 | \$9,840.60 |
| 20 | | APX 6000 Spare Stubby Antenna | NAR6595A | \$22.33 | \$446.60 |
| 3 | | APX 6000 Multi-Unit Charger | NNTN7073B | \$1,039.50 | \$3,118.50 |
| 40 | | APX 6000 Fixed Mounter Vehicular Charger | NNTN7624B | \$300.30 | \$12,012.00 |
| 40 | | Labor- Install Vehicular Portable Charger | Labor | \$115.00 | \$4,600.00 |
| 2 | | Water Resistant Mobile Palm Microphone | HMN1089A | \$52.36 | \$104.72 |
| 20 | | Spare Power Cable - 10' 20a 12awg | HKN4191B | \$13.86 | \$277.20 |
| 20 | | Spare Microphone Clips | HLN5391A | \$11.78 | \$235.60 |
| Public Works Replacement Radios | | | | | |
| 90 | | APX 4000 700/800 Model 2 Portable | H51UCF9PW6AN | \$2,688.50 | \$241,965.00 |
| 32 | | APX 4500 Digital Mobile Radio - Remote Mount | M22URS9PW1AN | \$3,347.00 | \$107,104.00 |
| 3 | | APX 4500 Digital Mobile Radio - Control Station | M22URS9PW1AN | \$3,567.75 | \$10,703.25 |
| 32 | | APX 4000 Remote Speaker Microphone | PMMN4065A | \$74.69 | \$2,390.08 |
| 90 | | APX 4000 Impres Single Unit Charger | WPLN4232A | \$48.51 | \$4,365.90 |
| 90 | | APX 4000 Spare Battery | NNTN8128BR | \$78.54 | \$7,068.60 |
| Building Department Replacement Radios | | | | | |
| 12 | | APX 4000 700/800 Model 2 Portable | H51UCF9PW6AN | \$2,688.50 | \$32,262.00 |
| 2 | | APX 4500 Digital Mobile Radio - Remote Mount | M22URS9PW1AN | \$3,347.00 | \$6,694.00 |
| 12 | | APX 4000 Impres Single Unit Charger | WPLN4232A | \$48.51 | \$582.12 |
| 12 | | APX 4000 Spare Battery | NNTN8128BR | \$78.54 | \$942.48 |
| Code Enforcement Replacement Radios | | | | | |
| 12 | | APX 4000 700/800 Model 2 Portable | H51UCF9PW6AN | \$2,688.50 | \$32,262.00 |
| 4 | | APX 4500 Digital Mobile Radio - Remote Mount | M22URS9PW1AN | \$3,347.00 | \$13,388.00 |

**REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT**

| | | | | | |
|----|--|--|------------|---------------|----------------|
| 12 | | APX 4000 Remote Speaker Microphone | PMMN4065A | \$74.69 | \$896.28 |
| 12 | | APX 4000 Impres Single Unit Charger | WPLN4232A | \$48.51 | \$582.12 |
| 12 | | APX 4000 Spare Battery | NNTN8128BR | \$78.54 | \$942.48 |
| 3 | | APX 4000 Leather Holster (Two Knob) | PMLN7182A | \$46.20 | \$138.60 |
| | | | | | |
| | | Volume Purchase Incentive & Radio Trade-In | | -\$388,672.63 | -\$388,672.63 |
| | | | | | |
| | | | | Total | \$1,429,586.00 |


REMARKS:

Items as per attached Motorola Solutions Quote dated 12-7-16

POC:

Chas Elliott
3708 Sparta Road
Sebring, FL 33870

(863) 385-7470
celliot@emciwireless.com

Requested By:  Frank J. Amandro, Deputy Chief

Approved By: 

Approved Date: 12-8-16

Approval No. _____
By: _____

SOLE SOURCE JUSTIFICATION
(Waiver of Competitive Bids)

VENDOR NAME & ADDRESS Motorola Solutions Incorporate
1303 E. Algonquin Road
Schaumburg, IL 60196

COMMODITY: (GENERAL DESCRIPTION) Public Safety Emergency Radios

PLEASE CHECK ENTRY BELOW THAT APPLIES TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT SOCUMENTATION AS INSTRUCTED BELOW.

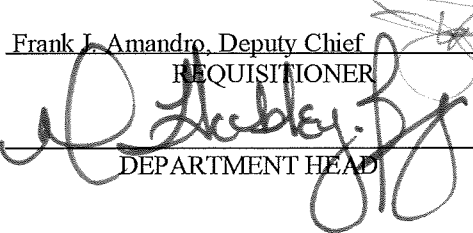
SOLE SOURCE JUSTIFICATION

- 1. _____ PARTS / EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER – NOT AVAILABLE THROUGH DISTRIBUTORS.
- 2. _____ ONLY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER.
- 3. _____ PROPRIETARY ITEM / SERVICE.
- 4. _____ PARTS / EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (COMPATIBILITY).
- 5. _____ THIS IS THE ONLY KNOWN ITEM / SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION (EXPLAIN BELOW).
- 6. X PARTS/ EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO STANDARDIZATION (EXPLAIN BELOW).
- 7. _____ OTHER. EXPLANATION IS FURNISHED BELOW.

COMMENTS / EXPLANATION: St. Lucie County Public Safety Department manages the 9-1-1 Emergency Communications Center. The 9-1-1 Emergency Communications Radio System is approximately 20 years old. The St. Lucie County Public Safety Department is replacing the 9-1-1 Communication Radio System, which will impact the three law enforcement agencies, the Fire District, and the 9-1-1 Dispatch Center. The City of Fort Pierce’s radio are also approximately 20 years old and need to be replaced. The St. Lucie County Public Safety Department completed a competitive bid process and selected Motorola to replace the old system. The purchase proposal will allow for standardization with 9-1-1, the surrounding law enforcement agencies and the Fire District.

ON THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ONTHE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: Frank J. Amandro, Deputy Chief 4/68/16
REQUISITIONER


DEPARTMENT HEAD

PURCHASING DEPARTMENT

| CITY OF FORT PIERCE AGENCIES | PRICE |
|--------------------------------------|-----------------------|
| FORT PIERCE POLICE DEPARTMENT | \$1,355,971.72 |
| FORT PIERCE PUBLIC WORKS | \$373,596.83 |
| FORT PIERCE BUILDING DEPARTMENT | \$40,480.60 |
| FORT PIERCE CODE ENFORCEMENT | \$48,209.48 |
| CITY OF FORT PIERCE SUB-TOTAL | \$1,818,258.63 |

VOLUME PURCHASE INCENTIVE & RADIO TRADE-IN **(\$388,672.63)**
(Valid for orders placed by 12/20/16 and shipped by 12/31/16 per St. Lucie County P25 Contract)

| | |
|----------------------------------|-----------------------|
| CITY OF FORT PIERCE TOTAL | \$1,429,586.00 |
|----------------------------------|-----------------------|



MOTOROLA
SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

FORT PIERCE POLICE DEPARTMENT

| Qty. | Model | Description | Unit Price | Extended |
|--|--------------|--|------------|-----------------------|
| 160 | H98UCF9PW6 N | APX6000 700/800 MODEL 2.5 PORTABLE | \$3,721.25 | \$595,400.00 |
| | Q806 | ADD: ASTRO DIGITAL CAI OPERATION | | |
| | H38 | ADD: SMARTZONE OPERATION | | |
| | Q361 | ADD: P25 9600 BAUD TRUNKING | | |
| | G996 | ADD: PROGRAMMING OVER P25 (OTAP) | | |
| | H885BK | ENH: 2 YEAR REPAIR SERVICE ADVANTAGE | | |
| | QA01837AA | ALT: LIION IMPRES IP67 2900MAH (NNTN7038) PROGRAM | | |
| 160 | M25URS9PW1AN | APX6500 DIGITAL MOBILE RADIO - REMOTE MOUNT | \$4,265.75 | \$682,520.00 |
| | G806BE | ENH: ASTRO DIGITAL CAI OP APX | | |
| | W22BA | ADD: PALM MICROPHONE | | |
| | G442AJ | ADD: APX O5 CONTROL HEAD | | |
| | G67BC | ADD: REMOTE MOUNT O5 | | |
| | G444AF | ADD: CONTROL HEAD SOFTWARE | | |
| | G174AD | ADD: ANT 3DB LOW-PROFILE 762-870 | | |
| | G24AX | ENH: 2 YEAR REPAIR SERVICE ADVANTAGE | | |
| | G831AD | ADD: SPKR 15W WATER RESISTANT | | |
| | G361AH | ADD: P25 TRUNKING SOFTWARE | | |
| | G51AU | ENH: SMARTZONE OPERATION APX6500 | | |
| | G996AS | ADD: PROGRAMMING OVER P25 (OTAP) PROGRAM & INSTALL | | |
| 3 | M25URS9PW1AN | APX6500 DIGITAL MOBILE RADIO - CONTROL STATION | \$4,486.50 | \$13,459.50 |
| | G24AX | ENH: 2 YEAR REPAIR SERVICE ADVANTAGE | | |
| | W382AM | ADD: CONTROL STATION DESKTOP MICROPHONE | | |
| | G66AM | ADD: DASH MOUNT O5 | | |
| | G806BE | ENH: ASTRO DIGITAL CAI OP APX | | |
| | G142AD | ADD: NO SPEAKER NEEDED | | |
| | G89AC | ADD: NO RF ANTENNA NEEDED | | |
| | G361AH | ADD: P25 TRUNKING SOFTWARE | | |
| | G51AU | ENH: SMARTZONE OPERATION APX6500 | | |
| | G996AS | ADD: PROGRAMMING OVER P25 (OTAP) | | |
| | G442AJ | ADD: APX O5 CONTROL HEAD | | |
| | G444AF | ADD: CONTROL HEAD SOFTWARE | | |
| | G91AE | ADD: CONTROL STATION POWER SUPPLY | | |
| | W665BF | ADD: CONTROL STATION DESKTOP TRAY WITH SPEAKER PROGRAM & INSTALL | | |
| 180 | PMMN4099A | APX6000 REMOTE SPEAKER MICROPHONE W/ VOL SWITCH | \$92.40 | \$16,632.00 |
| 180 | WPLN7080A | APX6000 IMPRES SINGLE UNIT CHARGER | \$96.25 | \$17,325.00 |
| 90 | NNTN7038B | APX6000 SPARE BATTERY | \$109.34 | \$9,840.60 |
| 20 | NAR6595A | APX6000 SPARE STUBBY ANTENNA | \$22.33 | \$446.60 |
| 3 | NNTN7073B | APX6000 MULTI-UNIT CHARGER | \$1,039.50 | \$3,118.50 |
| 40 | NNTN7624B | APX6000 FIXED MOUNTED VEHICULAR CHARGER | \$300.30 | \$12,012.00 |
| 40 | LABOR | INSTALL VEHICULAR PORTABLE RADIO CHARGER | \$115.00 | \$4,600.00 |
| 2 | HMN1089A | WATER RESISTANT MOBILE PALM MICROPHONE | \$52.36 | \$104.72 |
| 20 | HKN4191B | SPARE POWER CABLE - 10' 20A 12AWG | \$13.86 | \$277.20 |
| 20 | HLN5391A | SPARE MICROPHONE CLIPS | \$11.78 | \$235.60 |
| FORT PIERCE POLICE DEPARTMENT TOTAL | | | | \$1,355,971.72 |

Chas Elliott
3708 Sparta Road
Sebring, FL 33870
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Fax: (863) 382-6466
Cell: (863) 381-0504
elliott@emciwireless.com

12/7/2016

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MOTOROLA
SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

FORT PIERCE PUBLIC WORKS

| Qty. | Model | Description | Unit Price | Extended |
|---------------------------------------|---|--|------------|---------------------|
| 90 | H51UCF9PW6AN QA02756AB H885BK QA04865AA G996AZ | APX4000 700/800 MODEL 2 PORTABLE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ENH: 2 YEAR REPAIR SERVICE ADVANTAGE ADD: TWO KNOB CONFIGURATION ADD: PROGRAMMING OVER P25 (OTAP) PROGRAM | \$2,688.50 | \$241,965.00 |
| 32 | M22URS9PW1AN G24AX QA02756AD G67CF W22BA GA00804AA G444AH G831AD G996BD G174AF | APX4500 DIGITAL MOBILE RADIO - REMOTE MOUNT ENH: 2 YEAR REPAIR SERVICE ADVANTAGE ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ADD:REMOTE MOUNT MID POWER ADD: PALM MICROPHONE ADD: APX O2 CONTROL HEAD ADD: APX CONTROL HEAD SOFTWARE ADD: SPKR 15W WATER RESISTANT ADD: PROGRAMMING OVER P25 (OTAP) ADD: ANT 3DB LOW-PROFILE 762-870 PROGRAM & INSTALL | \$3,347.00 | \$107,104.00 |
| 3 | M22URS9PW1AN G24AX QA02756AD G91AE W665BJ G66AW W382AM GA00804AA G444AH G142AD G996BD | APX4500 DIGITAL MOBILE RADIO - CONTROL STATION ENH: 2 YEAR REPAIR SERVICE ADVANTAGE ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ADD: CONTROL STATION POWER SUPPLY ADD: BASE STATION TRAY ADD: DASH MOUNT O2 ADD: CONTROL STATION DESK GCAI MIC ADD: APX O2 CONTROL HEAD ADD: APX CONTROL HEAD SOFTWARE ADD: NO SPEAKER NEEDED ADD: PROGRAMMING OVER P25 (OTAP) PROGRAM & INSTALL | \$3,567.75 | \$10,703.25 |
| 32 | PMMN4065A | APX4000 REMOTE SPEAKER MICROPHONE | \$74.69 | \$2,390.08 |
| 90 | WPLN4232A | APX4000 IMPRES SINGLE UNIT CHARGER | \$48.51 | \$4,365.90 |
| 90 | NNTN8128BR | APX4000 SPARE BATTERY | \$78.54 | \$7,068.60 |
| FORT PIERCE PUBLIC WORKS TOTAL | | | | \$373,596.83 |

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12/7/2016

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MOTOROLA
SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

FORT PIERCE BUILDING DEPARTMENT

| Qty. | Model | Description | Unit Price | Extended |
|--|---|--|------------|--------------------|
| 12 | H51UCF9PW6AN QA02756AB H885BK QA04865AA G996AZ | APX4000 700/800 MODEL 2 PORTABLE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ENH: 2 YEAR REPAIR SERVICE ADVANTAGE ADD: TWO KNOB CONFIGURATION ADD: PROGRAMMING OVER P25 (OTAP) PROGRAM | \$2,688.50 | \$32,262.00 |
| 2 | M22URS9PW1AN G24AX QA02756AD G67CF W22BA GA00804AA G444AH G831AD G996BD G174AF | APX4500 DIGITAL MOBILE RADIO - REMOTE MOUNT ENH: 2 YEAR REPAIR SERVICE ADVANTAGE ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM ADD: REMOTE MOUNT MID POWER ADD: PALM MICROPHONE ADD: APX O2 CONTROL HEAD ADD: APX CONTROL HEAD SOFTWARE ADD: SPKR 15W WATER RESISTANT ADD: PROGRAMMING OVER P25 (OTAP) ADD: ANT 3DB LOW-PROFILE 762-870 PROGRAM & INSTALL | \$3,347.00 | \$6,694.00 |
| 12 | WPLN4232A | APX4000 IMPRES SINGLE UNIT CHARGER | \$48.51 | \$582.12 |
| 12 | NNTN8128BR | APX4000 SPARE BATTERY | \$78.54 | \$942.48 |
| FORT PIERCE BUILDING DEPARTMENT TOTAL | | | | \$40,480.60 |

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12/7/2016

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MOTOROLA
SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

FORT PIERCE CODE ENFORCEMENT

| Qty. | Model | Description | Unit Price | Extended |
|---------------------------------------|--------------|--|------------|--------------------|
| 12 | H51UCF9PW6AN | APX4000 700/800 MODEL 2 PORTABLE | \$2,688.50 | \$32,262.00 |
| | QA02756AB | ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM | | |
| | H885BK | ENH: 2 YEAR REPAIR SERVICE ADVANTAGE | | |
| | QA04865AA | ADD: TWO KNOB CONFIGURATION | | |
| | G996AZ | ADD: PROGRAMMING OVER P25 (OTAP) PROGRAM | | |
| 4 | M22URS9PW1AN | APX4500 DIGITAL MOBILE RADIO - REMOTE MOUNT | \$3,347.00 | \$13,388.00 |
| | G24AX | ENH: 2 YEAR REPAIR SERVICE ADVANTAGE | | |
| | QA02756AD | ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM | | |
| | G67CF | ADD: REMOTE MOUNT MID POWER | | |
| | W22BA | ADD: PALM MICROPHONE | | |
| | GA00804AA | ADD: APX O2 CONTROL HEAD | | |
| | G444AH | ADD: APX CONTROL HEAD SOFTWARE | | |
| | G831AD | ADD: SPKR 15W WATER RESISTANT | | |
| | G996BD | ADD: PROGRAMMING OVER P25 (OTAP) | | |
| | G174AF | ADD: ANT 3DB LOW-PROFILE 762-870 PROGRAM & INSTALL | | |
| 12 | PMMN4065A | APX4000 REMOTE SPEAKER MICROPHONE | \$74.69 | \$896.28 |
| 12 | WPLN4232A | APX4000 IMPRES SINGLE UNIT CHARGER | \$48.51 | \$582.12 |
| 12 | NNTN8128BR | APX4000 SPARE BATTERY | \$78.54 | \$942.48 |
| 3 | PMLN7182A | APX4000 LEATHER HOLSTER (TWO-KNOB) | \$46.20 | \$138.60 |
| FORT PIERCE PUBLIC WORKS TOTAL | | | | \$48,209.48 |

Chas Elliott
3708 Sparta Road
Sebring, FL 33870
Office: (863) 385-7470
Fax: (863) 382-6466
Cell: (863) 381-0504
elliott@emciwireless.com

12/7/2016

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Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Motorola Solutions Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1303 E Algonquin Rd

6 City, state, and ZIP code
Schaumburg, IL 60196

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | - | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 3 | 6 | - | 1 | 1 | 1 | 5 | 8 | 0 | 0 |

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Marshall [Signature]* Date ▶ 1-4-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

City Commission Regular Meeting

Agenda Item # 11. c.

Meeting Date: 12/19/2016

Re: MILO Training Simulator Purchase Request

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

SUBJECT:

Approve purchase of MILO Training Simulator in the total amount of \$56,035.00.

SUMMARY:

The MILO simulator is the only system that specifically meets the training needs of the Fort Pierce Police Department. MILO offers a complete library of scenarios that are updated wirelessly to constantly keep the officers experiencing different tactical scenarios. This is paramount in that repeating scenarios stifles training and hampers progress. Additionally, MILO offers an advanced verbal de-escalation cache of scenarios which are unique to the MILO System. These de-escalation scenarios are instrumental while measuring officers' ability to de-escalate volatile situations. FAAC Incorporated is the only distributor of the MILO simulator.

The one-time cost is \$56,035.00 with no annual maintenance fee (annual updates are provided and included in initial cost).

RECOMMENDATION:

To approve purchase.

ALTERNATIVES:

To not approve purchase.

RESPONSIBLE STAFF:

Sergeant Don Christman, Fort Pierce Police Department's Training Sergeant
Major Steve Courtoy, Support Services Bureau
Chief Diane Hogley-Burney

COORDINATED WITH:

Stephanie Smith, Fiscal Manager
Sergeant Don Christman
Major Steve Courtoy

Fiscal Impact

Budgeted Y/N: yes
Fiscal Year: 2017
Account: 00160005136410
Amount: 56,035.00

FISCAL IMPACT:

Funding for this is requested from the city's FY17 Capital Improvement Fund.

Attachments

MILO purchase request

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Purchasing | Tony Barnes | 12/01/2016 09:57 AM |
| Finance Department | Johnna Morris | 12/12/2016 03:17 PM |
| City Manager | Nick Mimms | 12/13/2016 05:04 PM |
| Form Started By: Steve Courtoy | | Started On: 11/18/2016 12:40 PM |
| Final Approval Date: 12/13/2016 | | |

Approval No. _____
By: _____

SOLE SOURCE JUSTIFICATION
(Waiver of Competitive Bids)

VENDOR NAME & ADDRESS FAAC Incorporated, 1229 Oak Valley Dr., Ann Arbor, MI 48108

COMMODITY: (GENERAL DESCRIPTION) Interactive Firearms Simulator

PLEASE CHECK ENTRY BELOW THAT APPLIES TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT SOCUMENTATION AS INSTRUCTED BELOW.

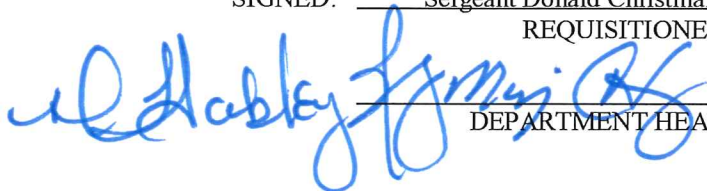
SOLE SOURCE JUSTIFICATION

1. X PARTS / EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER – NOT AVAILABLE THROUGH DISTRIBUTORS.
2. X ONLY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER.
3. _____ PROPRIETARY ITEM / SERVICE.
4. _____ PARTS / EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (COMPATIBILITY).
5. X THIS IS THE ONLY KNOWN ITEM / SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION (EXPLAIN BELOW).
6. _____ PARTS/ EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO STANDARDIZATION (EXPLAIN BELOW).
7. _____ OTHER. EXPLANATION IS FURNISHED BELOW.

COMMENTS / EXPLANATION: The MILO simulator is the only system that specifically meets the training needs of the Fort Pierce Police Department. MILO offers a complete library of scenarios that are updated wirelessly to constantly keep the officers experiencing different tactical scenarios. This is paramount in that repeating scenarios stifles training and hampers progress. Additionally, MILO offers an advanced verbal de-escalation cache of scenarios which are unique to the MILO System. These de-escalation scenarios are instrumental while measuring officers' ability to de-escalate volatile situations. FAAC Incorporated is the only distributor of the MILO simulator.

ON THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: Sergeant Donald Christman
REQUISITIONER


DEPARTMENT HEAD

PURCHASING DEPARTMENT



MILO Range Pro

**Interactive Firearms and Force Options Training
Simulator**

Proposal prepared for:

**John Schramm / Don Christman
Ft. Pierce Police Department
920 US-1
Ft. Pierce, FL 34950**



October 5, 2016

Thank you for your interest in the Interactive MILO Range Firearms Training Simulators from MILO Range Training Systems. This proposal will provide you with requested system information, specifications, pricing and details for the system and equipment you've inquired about.

MILO Range's threat response and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies, and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 20-year history of providing innovative interactive simulation training solutions, MILO Range has become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff, and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

On behalf of the entire MILO Range Team, I sincerely appreciate the consideration of our proposal for this requirement, and also to have the opportunity to be of service to the men and woman of the Ft. Pierce Police Department.

Respectfully sent on October 5th, 2016.

A handwritten signature in black ink, appearing to read "Neil Gikas", written in a cursive style.

Neil Gikas
Eastern US Law Enforcement Sales
MILO Range Training Systems
FAAC Incorporated
800.344.1707 office
734.358.8292 mobile
neil.gikas@milorange.com
www.milorange.com



MILO RANGE PRO TRAINING SIMULATOR SUITE

| Item | Description | Qty | Unit Price | Extended Price |
|------|---|-----|-------------|----------------|
| 1 | MILO Range PRO HD system with 5.1 Audio System Includes: <ul style="list-style-type: none"> ▪ MILO CPU5 – Based on MS Windows 10 OS ▪ HD Projector(1920 x 1080) 4000+ lumens high contrast ▪ HD (12' x7') fast-fold projection screen ▪ 16-device Hit Detection Box with Flashlight option ▪ All Power and Video Cables, Power Strip ▪ Touch-screen LCD Flat Panel Monitor ▪ Keyboard and Optical Mouse ▪ Speakers/Digital Audio Sound System ▪ (3)Transport Cases for System and Peripheral Items ▪ 800+ Multi-Branching Interactive Scenarios are Pre-loaded as well as 40+Skill Builder exercises | 1 | \$42,000.00 | \$42,000.00 |
| | Course Designer Program: The Course Designer Program is an editing software program that can be used to create lessons, tests and presentations for classrooms, auditoriums, and training rooms or for one on one instruction. Allows the user to utilize both digital video and computer graphics capabilities to create fully interactive training videos and/or graphics based training environments. Includes HD Camera for scenario filming. | Inc | | |
| | Dry-Fire Laser Training: <ul style="list-style-type: none"> • (2) Weapon Lasers of your choice or SIRT replica • Pistol or Rifle lasers in 9mm, .40 or .45 • SIRT replica available in Glock or S & W model | 2 | | |
| | OC Spray Training Devices: Laser modified OC spray training devices for less-lethal applications. Thumb or trigger activation. Includes 2 devices standard | 2 | | |
| | Low Light Training Program: Allows the trainee to use real flashlight in-conjunction with his/her weapon for low light training. This system is non-lane based which allows for multiple users. Includes 2 MILO Supplied Surefire G2 Flashlights with IR lens. | Inc | | |
| | MILO Trainee Action Capture (TAC) with Picture in Picture Video/Audio debrief: Audio and color video capture of trainee's actions in a scenario for immediate or later debriefing and review. | Inc | | |



| | | | | |
|------------|---|-----|--|--------------------|
| | Graph-X Targets: Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice includes 75+ interactive CGI skill-builder exercises | Inc | | |
| | Statistics and Management: Allows user to manipulate the database information as to create individual and/or group statistics using relevant filtering criteria. | Inc | | |
| | Baton/Punch/Strike Branching and Scoring: Allows the trainer to manually branch the scenario while the trainee uses his actual baton or makes a strike. | Inc | | |
| | CONUS Delivery, Insurance and Standard 2-year Warranty | Inc | | |
| | FREE Access to MILO Digital Scenario: New HD Scenarios sent out- approx. 12-15 sent out a quarter. | Inc | | |
| | System Setup and Instructor/Operator Training – US sales only: 4 Students at Client Site for three (3) days. Includes scenario editing and creation. | Inc | | |
| (A) | MILO RANGE PRO TRAINING SYSTEM TOTAL (Qty.1) | | | \$42,000.00 |

Optional Training Items

Select and add to Purchase Order as Needed

| Item | Description | Qty | Unit Price | Total Price |
|------------|--|-----|-------------------|--------------------|
| 2 | MILO Range Ceiling Mount Kit —needed if you want to have your system projector, cables and hit-detection system off the floor and mounted at the ceiling to open the training area up for more tactical movement. | 1 | \$1,495.00 | \$1,495.00 |
| 3 | WRK Air Recoil Drop-In Kit for Glock 21 Pistol –: <u>*Does NOT include the Weapon</u> “Tether Less Model” training weapon with (2) CO2 magazines. Uses 12Gm Co2 cylinders. No permanent modifications to weapon required. | 2 | \$2,200.00 | \$4,400.00 |
| 4 | WRK Air Recoil Drop-In Kit for AR-15 Rifle/Carbine – <u>*Does NOT include the weapon.</u> “Tether Less Model” training weapon with (2) CO2 magazines. Uses 12Gm Co2 cylinders. No permanent modifications to weapon required. | 2 | \$2,400.00 | \$4,800.00 |
| 5 | X2 TASER Laser Weapon w/ TWO cartridges: Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges with 7 degree separation for reloading drills. | 2 | \$1,995.00 | \$3,990.00 |
| (B) | Optional Training Items Total: | | | \$14,685.00 |



| | |
|---|--------------------|
| MILO Range Pro System and Optional Items Cost (A + B): | \$56,685.00 |
| Discount (screen \$650): | -\$650.00 |
| Total System Proposal Offer = | \$56,035.00 |

-See Important Terms and Conditions Below-

FAAC (Seller) STANDARD TERMS AND CONDITIONS

1. Payment Terms: Net 30 days of invoice (after delivery)
2. Delivery: 45 Days **ARO**
3. Partial Shipment and/or Partial Invoice are: Permitted.
4. Warranty: 24 Months from date of shipment.
5. If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority. However, we may collect Sales Tax for the following States: AK, CA, CO, FL, HI, KS, MA, MI, MO, MS, NC, NJ, NV, NY, SC, TN, TX, UT, WA.
6. Quote Valid **90** days.
7. All prices quoted in US Dollars (\$USD)
8. Please make purchase order (PO) out to FAAC Incorporated

PURCHASING/CONTRACTING INFORMATION

1. Cage Code: 3J401
2. Tax ID: 38-2690218
3. DUNS: 175204163
4. GSA Schedule 874; Contract # GS-00F-332CA--Only applies to qualified federal agencies
5. Vendor POC: Kathryn A. Studer
6. Phone: 800-344-1707
7. Order Email: contracts@milorange.com
8. Order Fax: 734-531-4002
9. Mailing Address: Milo Range Training Systems, 1229 Oak Valley Drive, Ann Arbor, MI 48108

City Commission Regular Meeting

Agenda Item # 11. d.

Meeting Date: 12/19/2016

Re: 2016-2017 VOCA Grant Submission and Acceptance

Submitted For: Kenny Norris, Interim Chief of Police, Police Department

SUBJECT:

Approval to submit and accept a 2016-2017 continuation of the VOCA victims advocacy grant program in the amount of \$36,694.58.

SUMMARY:

The Police Department requests approval to submit for and accept 2016-2017 VOCA (Victim of Crimes Act) victim's advocacy grant program, which is a continuation of the VOCA program that the department has provided to the city since 2009. The award allows the Police Department to continue to provide the community with a full-time Victim's Advocate. The Victim's Advocate provides on scene assistance to victims by providing direct services and advocacy. The funding amount from VOCA for this award will be \$36,694.58.

RECOMMENDATION:

This request be approved.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Deputy Chief Kenny Norris, Community Policing Bureau

COORDINATED WITH:

Anthony Maynard, Grants Coordinator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 10130055211010
Amount: 35,803

FISCAL IMPACT:

This award requires a match from general funds in the amount of \$12,231.53.

Form Review

| Inbox | Reviewed By | Date |
|----------------------------------|--------------------|---------------------------------|
| Finance Department | Johnna Morris | 12/09/2016 12:41 PM |
| City Manager | Nick Mimms | 12/13/2016 11:00 AM |
| Form Started By: Anthony Maynard | | Started On: 11/30/2016 12:38 PM |

Final Approval Date: 12/13/2016

City Commission Regular Meeting

Agenda Item # 11. e.

Meeting Date: 12/19/2016

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Ms. Michelle McClendon, for her business, StarGirlz Wedding & Event Planning in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG allocated funding for small business grants for owners who attend two (2) small business workshops to purchase items to improve capacity and sustainability. Ms. McClendon attended workshops 8/18/16 and 11/16/16 and applied for a grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for \$3,000 for Ms. McClendon to purchase equipment for her business, StarGirlz Wedding & Event Planning to increase the capacity and sustainability of her business.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Manager

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016
Account: 10390025548410
Amount: 3000.00

FISCAL IMPACT:

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

Attachments

StarGirlz Grant App
StarGirlz Grant Contract

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 12/13/2016

Reviewed By

Tony Barnes

Johnna Morris

Nick Mimms

Date

12/09/2016 12:34 PM

12/09/2016 12:40 PM

12/13/2016 10:59 AM

Started On: 12/06/2016 04:37 PM



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: StarGirly Wedding + Event Planning
 Physical Address: 1703 S. 20th Street, Ft. Pierce, FL 34947
 Mailing Address: same as above " " "
 Website Address: _____
 Contact Person: Michelle McClendon Title: OWNER
 Best Contact Telephone Number # 561-969-8805

Grant Amount Requested: \$ 3,000.00

Business Owner Signature: *Michelle McClendon*

Printed Name of Business Owner: Michelle McClendon

Owner Telephone Number: 561-969-8805 Email: stargirly.wedding.event.plan@gmail.com

1. Please describe what would you like to purchase with the grant funds. Table linen, Dinner Napkins, Wine Glasses, water Goblets, Serving Supplies, Vases for centerpieces, spoon, Forks, + knives

2. Please explain why you feel this purchase will help your business. The above items will help my business, by giving me rental income during down time + slow seasons.

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 correctly registered with the Florida Division of Corporations.
 - c. Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops, sponsored by the City of Fort Pierce;
 - 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.;
 - e. Statement from business owner that the small business includes five or fewer employees – this includes part time employees;
 - f. Statement from business owner that the business is NOT under a nuisance abatement investigation and/or Code Enforcement action; and
 - g. Written Permission from the Property Owner - if you are applying for funding to update signage, paint, grease trap or other improvements to a structure that you are renting for your business.



City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

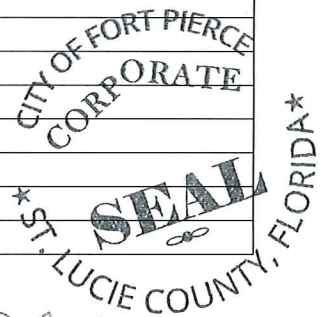
| | |
|--|---------------------|
| Business Name / Mailing Address: | Owner: |
| STARGIRLZ WEDDING & EVENT PLANNING 1703 S 26TH ST FT PIERCE FL 34950 | MCCLENDON, MICHELLE |

Business Location*: 1703 S 26TH ST

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

| | | |
|--------------------|------------------------|-----------------------|
| Date Issued | Expiration Date | Control Number |
| December 06, 2016 | September 30, 2017 | 0045672 |

| The business stated above may be engaged in the following business, profession or occupation at the location above-described. | | |
|---|----------------|--|
| BTR # | Classification | Restrictions |
| 17-00028101 | UNCLASSIFIED | EVENT PLANNING - HO MUST COMPLY WITH 22-63 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



| | |
|------------------------|---------|
| Tax Amount | \$89.13 |
| New/Renewal Fee | \$5.00 |
| Penalty | \$17.83 |
| Total | \$0.00 |

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.





[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

Submit

Fictitious Name Detail

Fictitious Name

STARGIRLZ WEDDING & EVENT PLANNING

Filing Information

Registration Number G16000023172
Status ACTIVE
Filed Date 03/03/2016
Expiration Date 12/31/2021
Current Owners 2
County ST. LUCIE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

P. O. BOX 962
FORT PIERCE, FL 34954

Owner Information

WARD, ANDREA DENISE
1703 SOUTH 26TH STREET
FORT PIERCE, FL 34947
FEI/EIN Number: NONE
Document Number: NONE

MCCLENDON, MICHELLE ANTIONETTE
1703 SOUTH 26TH STREET
FORT PIERCE, FL 34947
FEI/EIN Number: NONE
Document Number: NONE

Document Images

[03/03/2016 – Fictitious Name Filing](#)

View image in PDF format

[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

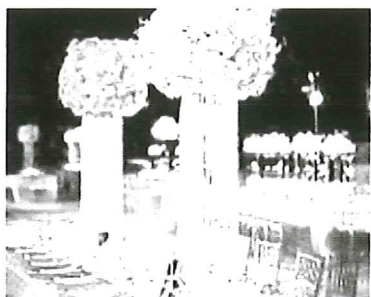
Submit

1 item in your cart



ForbesFavors

Contact shop



18" Glamorous Column Enchanted Chandelier with Battery LED Lights Centerpiece Wedding & Special Occasion Centerpiece

Stand & Diameter: Yes Stand 6" Diameter [\$37.09]

Battery LED Light: Pink

Edit

7

\$259.63

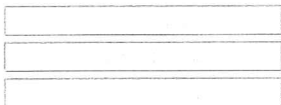
(\$37.09 each)

Save for later Remove

Product Search

> Rectangular Tablecloths

Rectangular Tablecloths



Displaying 1 to 104 (of 263 items)

1 | 2 | 3 | NEXT | VIEW ALL

Sort by: Default Sort | Product Name | Price | Code



Genuine Joe Plastic Tablecover - 54" x 108" - 6 per pack - Blue [GJO10325-FS-SP] List Price: \$20.03



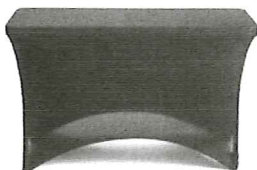
Genuine Joe Plastic Tablecover - 54" x 108" - 6 per pack - White [GJO10328-FS-SP] List Price: \$19.99



Genuine Joe Plastic Tablecover - 54" x 108" - 6 per pack - Red [GJO10326-FS-SP] List Price: \$20.03



Genuine Joe Plastic Table Cover - 40" x 300" - White [GJO10324-FS-SP] List Price: \$31.99



48" W x 24" D Stretch-Fabric Machine Washable Table Cover - Black [16511-ICE] List Price: \$24.95



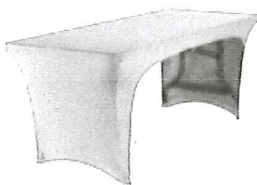
72" W x 30" D Stretch-Fabric Machine Washable Table Cover - Black [16521-ICE] List Price: \$29.95



Polyester Stretch-Fabric 72"W x 30"D Table Cover - Blue [16526-ICE] List Price: \$34.95



Polyester Stretch Fabric 72"W x 30"D Table Cover with 2 Open Sides - Black [16541-ICE] List Price: \$34.95



Polyester Stretch Fabric 72"W x 30"D Table Cover with 2 Open Sides - Blue [16546-ICE] List Price: \$34.95



Polyester Stretch-Fabric 96"W x 30"D Table Cover - Black [16531-ICE] List Price: \$39.95



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Burgundy [700502-MES] List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Celadon [700503-MES] List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Red [700504-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Light Blue [700505-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Lemon [700506-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Lilac [700507-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Orange [700508-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Pastel Pink [700509-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Periwinkle [700510-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Poppy [700511-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Amethyst [700512-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Black [700513-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Grape [700514-MES]

List Price: \$17.20



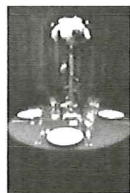
60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Hunter Green [700515-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Gold [700516-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Eggplant [700517-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Dusty Rose [700518-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Bubble Gum [700519-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Gray [700520-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Ivory [700521-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Kelly Green [700522-MES]

List Price: \$17.20



60" x 90" Renaissance Stain Resistant Series Rectangular Tablecloth - Khaki [700523-MES]

List Price: \$17.20



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Orange
[700608-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Pastel Pink
[700609-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Periwinkle
[700610-MES]

List Price: \$20.50



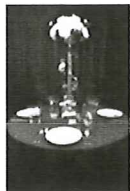
60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Poppy
[700611-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Amethyst
[700612-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Black
[700613-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Grape
[700614-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Hunter Green
[700615-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Gold
[700616-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Eggplant
[700617-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Dusty Rose
[700618-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Bubble Gum
[700619-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Gray
[700620-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Ivory
[700621-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Kelly Green
[700622-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Khaki
[700623-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Magenta
[700624-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Buttercup
[700625-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth - Mint
[700626-MES]

List Price: \$20.50



60" x 108" Renaissance
Stain Resistant Series
Rectangular Tablecloth -
Navy Blue
[700627-MES]

List Price: \$20.50



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Amethyst [700712-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Black [700713-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Grape [700714-MES]

List Price: \$23.10



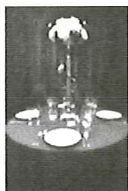
60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Hunter Green [700715-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Gold [700716-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Eggplant [700717-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Dusty Rose [700718-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Bubble Gum [700719-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Gray [700720-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Ivory [700721-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Kelly Green [700722-MES]

List Price: \$23.10



60" x 120" Renaissance Stain Resistant Series Rectangular Tablecloth - Khaki [700723-MES]

List Price: \$23.10

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Certificate of Completion

This Certificate is Presented to:

Michelle McClen Don

(Attendee Name)

Star Girls Wedding & Event Planning

(Business Name)

For Successfully Completing the Small Business Workshop Entitled
“Business Law for Small Business Owners”

August 18, 2016

An economic development
initiative funded by:




SCORE Workshop Instructor

In collaboration with:

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FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Michelle McClendon

(Attendee Name)

StarChilz Wedding + Event

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

An economic development
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A handwritten signature in black ink, appearing to read "K. Smith", written over a horizontal line.

SCORE Workshop Instructor

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 **STARGIRLZ WEDDING & EVENT PLANNING** 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, OMB 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, marital 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.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **STARGIRLZ WEDDING & EVENT PLANNING**

By: _____
Michelle McClendon

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting

Agenda Item # 11. f.

Meeting Date: 12/19/2016

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Ms. Debra Ball, for her business, Golden Minds Learning Center, Inc., in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan - Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG allocated funding for small business grants for owners who attend two (2) small business workshops, to purchase items to improve capacity and sustainability. Ms. Ball attended workshops 5/8/16 and 11/16/16 and has applied for a grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for \$3,000 for Ms. Debra Ball to purchase equipment for her business, Golden Minds Learning Center, that will increase the capacity and sustainability of the business.

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: 2016
Account: 10390025548410
Amount: 3000.00

FISCAL IMPACT:

This is an approved activity in the 2016-2017 CDBG Action Plan. This expenditure will be reimbursed to the City via CDBG funds.

Attachments

Golden Minds - Contract & App

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 12/13/2016

Reviewed By

Tony Barnes

Johnna Morris

Nick Mimms

Date

12/07/2016 10:59 AM

12/09/2016 12:41 PM

12/13/2016 11:00 AM

Started On: 12/02/2016 11:21 AM



TO : Nicholas C. Mimms, P.E., City Manager
FROM : James M. Messer, City Attorney
RE : CDBG Subrecipient Grant Agreement –
Golden Minds Learning Center, Inc.
DATE : December 6, 2016

This memorandum contains a Subrecipient Agreement for the Community Development Block Grant (CDBG) Program. The attached document is for Debra Ball, owner of Golden Minds Learning Center, Inc. and has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

JM:aw

Attachment

C: Rebecca Grohall, Planning Director
Libby Woodruff, Urban Redevelopment Manager



CITY ATTORNEY USE ONLY

| | |
|----------------|-------------|
| Date Received: | 12/6/16 |
| Assigned To: | [Signature] |
| File: | |
| Due Date: | |
| Hours: | 1.0 |

RECEIVED

DEC - 5 2016

OFF. FT. PIERCE
CITY MANAGERS OFFICE

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: LIBBY WOODRUFF, URBAN REDEVELOPMENT MANAGER *lw*

THROUGH: REBECCA GROHALL, PLANNING DEPARTMENT DIRECTOR *RG*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *NM*

RE: GOLDEN MINDS LEARNING CENTER, INC. CONTRACT FOR SMALL BUSINESS GRANT AWARD – REVIEW FOR FORM AND CORRECTNESS

DATE: DECEMBER 2, 2016

Service Required: (please circle or underline)

Review Documents

Draft Document

Written Opinion Requested

Attend Meetings

Advise

Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Seeking Legal Dept. approval of small business grant contractual agreement for 'form and correctness.'
- Discussion of the implications and the possible impact if not apparent from preceding information:** Form and Correctness approval from Legal is required before contractual agreements can be processed.
- Time considerations and their significance:** Timely consideration is requested as this item will be on the City Commission meeting agenda on 12/19/16.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, City funds are required. This grant award is scheduled for the City Commission's review and approval at their 12/19/16.

5. Factual background: (Outline the facts related to the underlying matter to provide context for the request.)

- Location – 3215 Avenue Q
- Phase of Construction – No construction.
- Parties Involved – Debra Ball, owner, Golden Minds Learning Center

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder’s response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- FL State Statute
- Ordinance Number
- **Contract**

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

This contractual agreement has been personalized for Golden Minds Learning Center, Inc., using a template that has been approved by our Legal Department at least 10 times in the past year.

8. If this is a request for review of a contract, provide the following:

- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Attorney James Messer has previously approved this document for form and correctness at least ½ dozen times. This is the same contractual agreement template that has been used by the City of Fort Pierce for Public Service, Commercial Façade and other grant awards for over five (5) years. The business terms and conditions in this document were approved by previous City Attorney Rob Schwerer.
- b. Insurance requirements that differ from the City’s template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) Insurance requirements listed in this document do not differ from the City’s template insurance terms.

| CITY ATTORNEY USE ONLY | | | |
|------------------------|------|-------------------|----------|
| Routed for Review | Date | Response Deadline | Response |
| | | | |

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 **DEBRA BALL**, owner of **GOLDEN MINDS LEARNING CENTER, INC.** 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 2016-2017 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, OMB 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, marital 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.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: 

James Messer, City Attorney

SUBRECIPIENT: **GOLDEN MINDS LEARNING CENTER, INC.**

By: _____
Debra Ball

Print: _____

Title: **Owner**

Today's Date: _____



Phase I - 2016 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Golden Minds Learning Center Inc.

Physical Address: _____

Mailing Address: 3215 Ave Q Ft. Pierce, FL 34947

Website Address: _____

Contact Person: Debra Ball Title: Owner / Director

Best Contact Telephone Number # 772-519-6265

Amount of Grant Requested: \$ 3000.00

=====

Business Owner Signature: Debra Ball

Printed Name of Business Owner: Debra Ball

Owner Telephone Number: 772-519-6265 Email: goldenmindslc@yahoo.com

=====

1. Please describe what would you like to purchase with the grant funds. Classroom material and play ground and other classroom items.

2. Please explain why you feel this purchase will help your business. More for the kids to learning and have a nice play ground to play on.

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.



City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

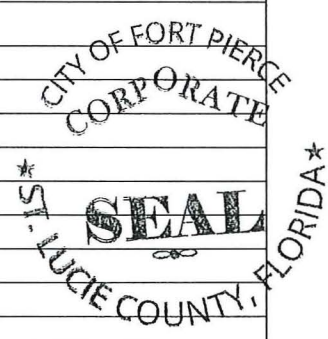
| | |
|---|--------------------------------|
| Business Name / Mailing Address: | Owner: |
| GOLDEN MINDS LEARNING CENTER INC 3215 AVENUE Q FT PIERCE FL 34947 | GOLDEN MINDS LEARNING AND ACHI |

Business Location*: 3215 AVENUE Q

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

| | | |
|--------------------|------------------------|-----------------------|
| Date Issued | Expiration Date | Control Number |
| October 25, 2016 | September 30, 2017 | 0043966 |

| | | |
|--|-------------------------------|---------------------|
| The business stated above may be engaged in the following business, profession or occupation at the location above-described. | | |
| BTR # | Classification | Restrictions |
| 17-00027668 | CHILD CARE CENTERS>5 CHILDREN | |
| | | |
| | | |
| | | |
| | | |
| | | |



| | |
|------------------------|---------|
| Tax Amount | \$63.67 |
| New/Renewal Fee | \$5.00 |
| Penalty | \$6.37 |
| Total | \$0.00 |

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

Detail by Entity Name

Florida Limited Liability Company
 GOLDEN MINDS LEARNING AND ACHIEVEMENT CENTER LLC

Filing Information

Document Number L15000034866
FEI/EIN Number NONE 47-3234163
Date Filed 02/25/2015
Effective Date 02/24/2015
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 05/31/2016
Event Effective Date NONE

Principal Address

2609 NAVAJO AVENUE
 FORT PIERCE, FL 34946

Mailing Address

P O BOX 12575
 FORT PIERCE, FL 34979

Registered Agent Name & Address

BALL, DEBRA A
 2609 NAVAJO AVE
 FORT PIERCE, FL 34946

Authorized Person(s) Detail**Name & Address**

Title MGR

BALL, DEBRA A
 2609 NAVAJO AVE
 FORT PIERCE, FL 34946

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2016 | 03/29/2016 |

Document Images

| | |
|---|--|
| 05/31/2016 -- LC Amendment | View image in PDF format |
| 03/29/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/25/2015 -- Florida Limited Liability | View image in PDF format |



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
GOLDEN MINDS LEARNING CENTER INC.

Filing Information

| | |
|-----------------------------|--------------|
| Document Number | N12000006248 |
| FEI/EIN Number | 32-0381084 |
| Date Filed | 06/26/2012 |
| Effective Date | 06/24/2012 |
| State | FL |
| Status | ACTIVE |
| Last Event | AMENDMENT |
| Event Date Filed | 10/24/2012 |
| Event Effective Date | NONE |

Principal Address

2609 NAVAJO AVE
FORT PIERCE, FL 34946

Mailing Address

P O BOX 12575
FORT PIERCE, FL 34979

Registered Agent Name & Address

BALL, DEBRA A
2609 NAVAJO AVE
FORT PIERCE, FL 34946

Officer/Director Detail

Name & Address

Title P

BALL, DEBRA A
P O BOX 12575
FORT PIERCE, FL 34979

Title VP

BALL, BOBBY S
2609 NAVAJO AVENUE
FORT PIERCE, FL 34946

Title SEC

PARKS, ALICE
 1823 S. 32ND STREET
 FORT PIERCE, FL 34947

Title TREA

BALL, LAQUITA
 2609 NAVAJO AVENUE
 FORT PIERCE, FL 34946

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2014 | 04/04/2014 |
| 2015 | 04/23/2015 |
| 2016 | 03/29/2016 |

Document Images

| | |
|---|--|
| 03/29/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/04/2014 -- ANNUAL REPORT | View image in PDF format |
| 03/22/2013 -- ANNUAL REPORT | View image in PDF format |
| 10/24/2012 -- Amendment | View image in PDF format |
| 06/26/2012 -- Domestic Non-Profit | View image in PDF format |

Certificate of Completion

This Certificate is Presented to:

DEBRA BALL

(Attendee Name)

GOLDEN MINDS

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Marketing Your Small Business”

May 18, 2016

*An economic development
initiative funded by:*



A handwritten signature in black ink, positioned above a horizontal line.

SCORE Workshop Instructor

In collaboration with:

SCORE  TM

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Debra Ball

(Attendee Name)

Golden Inside Learning Center

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

*An economic development
initiative funded by:*





SCORE Workshop Instructor

In collaboration with:

SCORE ™

FOR THE LIFE OF YOUR BUSINESS

3 DAYS LEFT: SHOP ALL CYBER WEEK DEALS + FREE SHIPPING ON ALL QUALIFYING ORDERS



Open until 9PM!
Vero Beach Lowe's
▼

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

LIFETIME PRODUCTS Monkey Bar Adventure Swing Set Metal Playset with Swings

Item # 570717 Model # 90177

★★★★★ (42 Reviews)



\$1,009.35 Was \$1,187.50

SAVE 15% thru 12/02/2016

− 1 + ADD TO CART

♥ SAVE

↗ SHARE



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✓ Ready for pickup on 12/15/2016 at Vero Beach Lowe's



**FREE
Shipping**

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Subtotal: \$0.00

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EXPIRES 12/11/16 *Use Code: HCRAFTS **SHOP NOW!**

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Foundations® Quad Sport™ 4-Passenger Stroller

Item # QSPORT



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Your Price: **\$499.99**

Compare at: \$509.95

You Save: \$9.96 (1%)

Please specify - COLOR

Select Quantity

= 999.98

Add to Cart

Ships within 7 days

[Live Chat](#)

[Print](#) [Add to Shopping List](#)

Product Overview

Ages 6 mos + / Infant

Get premium quality and eye-catching design with the Foundations® Quad Sport™ 4-Passenger Stroller!

- Colorful canopies provide protection from UV rays and weather
- Mesh windows allow children to maintain visibility from any seat
- Rubberized foam wheels absorb shock for a smooth ride
- Ergonomic handle makes stroller easy to maneuver
- Adjustable harness fits children up to 40 lbs.
- Folds easily for storage
- Assembly required
- Please specify color when ordering: lime, orange, red
- 53"L x 32-1/2"W x 46-1/2"H assembled
- 1-year warranty

Customers Who Bought This Item Also Bought



eco™ Changing Table - with Doors

Your Price: **\$399.99**



Excellerations® Giant Building Bricks - 40 Pieces

Your Price: **\$44.99**



36" White 40 lb. Butcher Paper Roll

Your Price: **\$56.99**



Angeles® Compact Replacement Crib 3" Mattress

Your Price: **\$44.59**



Brown Colorations® Simply Washable Tempera Paint...

Your Price: **\$10.99**

Product Reviews & Ratings

Not yet rated. Be the first to [Write a Review](#)



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4 yrs. - 7 yrs. / pre-k - 2nd gr.

★★★★★ 5 out of 5

[Read 1 review](#)

[Write a Review](#)

QTY: **Lakeshore Magnet Kit**
~~\$49.99~~ = \$99.98

Amaze children with the wonders of magnetism as they make magnets float in midair, go on a magnetic scavenger hunt...even see how a magnet's poles work! Kit comes with all your class needs for unlimited exploration, including magnetic wands, horseshoe magnets, bar magnets & more. You also get 20 activity cards featuring exciting experiments, each with an explanation on back to reinforce key concepts & ideas! Over 100 pieces, all in a storage tub.

Item# PP512

add to cart

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Like 10

add to wish list

WARNING: CHOKING HAZARD – Item contains small parts and small ball. Not for children under 3 yrs.

[about our safety labels](#)

You May Also Like



Can Do! Magnets Discovery Kit - Pre K-Gr. 1

\$21.99

★★★★★



Fairy Tales Problem Solving STEM Kits

\$149.00

★★★★★



Active Play STEM Early Learning Kit

\$99.50

★★★★★

★★★★★ 5 out of 5

1 out of 1 reviewers would recommend this product to a friend.

★★★★★ 5 out of 5

Loads of magnet fun!

Date: October 15, 2015

By [sonic1](#)
 from California ([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

" This a great kit with a ton of fun magnets and magnetic experiments to try. Children can also come up with their own experiments to do. I recommend this for any curious child that enjoys science! "

Was this review helpful to you? [Yes](#) | [No](#)

[\(Report as inappropriate\)](#)

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FF280X
(CD player,
CDs and
books not
included.)

3 yrs. - 11 yrs. / preschool - 6th gr.



WARNING: CHOKING HAZARD – Small parts. Not for children under 3 yrs.

[about our safety labels](#)

★★★★☆ 4.6 out of 5

[Read all 5 reviews](#)

[Write a Review](#)

QTY

2

Best-Buy Listening Center
\$99.50 = \$199.00

Set up a complete listening center...in half the table space! Our rugged metal center comes with 4 adjustable headphones and a junction box with volume controls. There's even designated space for your read-along books and CDs! Sturdy metal center holds our CU660 or JJ665 player (sold separately), and measures 12"w x 9"d x 9 1/4"h. *CD player, books and CDs not included.*

Item# FF280X

Shipping Restrictions Apply ([details](#))

2

Best-Buy Storage Center Only
\$29.99 = \$59.98

Compact metal storage center only; designed to fit our junction box and a player. Includes handy hooks for headphones and storage space for books and CDs. 12"w x 9"d x 9 1/4"h.

Item# FF289

Shipping Restrictions Apply ([details](#))

add to cart

E-mail

Like 9

[add to wish list](#)

★★★★☆ 4.6 out of 5

5 out of 5 reviewers would recommend this product to a friend.

Choose a sort order

★★★★★
5 out of 5

Date: May 22, 2016

By [CoordinatorESL](#)
from Venus,
TX ([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

" Excellent storage for listening center! "

[Was this review helpful to you? Yes | No](#)

[\(Report as inappropriate\)](#)

★★★★★
5 out of 5

Date: September 6, 2015

Great listening center!
By [Christa](#) from Columbus,
Ohio ([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

" This listening center is strong, small, and easy to use! "

[Was this review helpful to you? Yes | No](#)

[\(Report as inappropriate\)](#)

★★★★★
5 out of 5

Date: February 12, 2015

Works great!
By [StaggPreschool](#)
from Chicago,
IL ([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.



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3 yrs. - 5 yrs. / preschool - kindergarten

★★★★★ 4.7 out of 5

[Read all 41 reviews](#)

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QTY
5

Lakeshore Magnetic Fishing Set

\$29.99 = \$149.95

Children get a bite every time they play with our magnetic fishing set...and build essential eye/hand coordination at the same time! Children use sturdy plastic poles fitted with fun magnetic "hooks" to reel in 18 colorful fish...and the sea creatures are specially weighted to float upright—for frustration-free fishing. Includes 4 adjustable fishing poles that each extend to 18 1/2".

item# RR724

add to cart

E-mail

Like 110

[add to wish list](#)



Watch Video

You May Also Like



Sand & Water Construction Trucks
\$49.99



Giant Economy Sand & Water Table
\$89.99

★★★★★



Dino-Dig Excavation Kit
\$24.99

★★★★★

★★★★★ 4.7 out of 5

40 out of 41 reviewers would recommend this product to a friend.

Choose a sort order

★★★★☆
4 out of 5

Not as great for toddlers

Date: October 14, 2016

By Felicia from Henderson,
Nv ([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

" Thought my daughter and her friends would love this for her 2nd bday. But the magnets in the fish aren't so strong and the pole needs to be directly on the fishes mouth in order to catch it. "

Was this review helpful to you? [Yes](#) | [No](#)

[\(Report as inappropriate\)](#)

★★★★☆
4 out of 5

By TLUK
([read all my reviews](#))

Date: September 15, 2016

Bottom Line: Yes, I would recommend this product.

" Good for waterway play. Pretty good quality. "

Was this review helpful to you? [Yes](#) | [No](#)

[\(Report as inappropriate\)](#)

★★★★★
5 out of 5

great for pre-schoolers

Date: August 19, 2016

By fishfreak
([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

" Bought this and some other games for a pre-school birthday party and it was the star of the show. Other parents asked where I got it and how they could get it. I highly recommend it for kids <5. "

Was this review helpful to you? [Yes](#) | [No](#)

[\(Report as inappropriate\)](#)

★★★★★
5 out of 5

Bathtime fun!

Date: July 19, 2016



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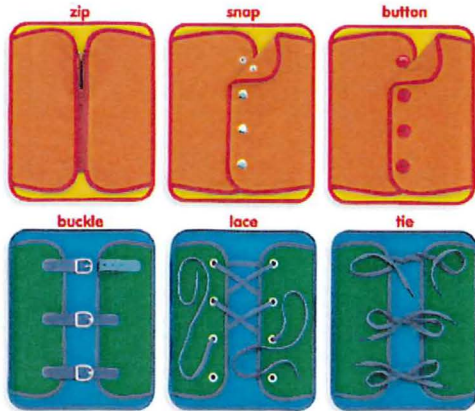
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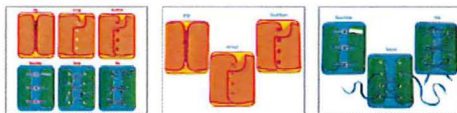
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3 yrs. - 5 yrs. / preschool - kindergarten



WARNING: CHOKING HAZARD - Small parts. Not for children under 3 yrs.

[about our safety labels](#)

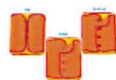
Buy items in this set individually

QTY

[Zip, Snap & Button Dressing Frames](#)

\$39.99

Item# AA371



QTY

[Buckle, Lace & Tie Dressing Frames](#)

\$39.99

Item# AA372



add to cart

[add to wish list](#)

E-mail

Like 14

[add to wish list](#)

★★★★★ 4.5 out of 5

[Read all 2 reviews](#)

[Write a Review](#)

QTY

Dressing Frames - Complete Set

\$69.99 = \$349.95

Our beautifully crafted dressing frames encourage beginners to practice dressing skills and develop finger dexterity! The sturdy, lightweight frames feature extra-large snaps, buttons and more, so they're perfect for little hands...and the solid hardwood frames feature thickly padded, double-sewn covers—for years of classroom use! Each set of 3 frames comes in a vinyl pouch. You get both frame sets shown, for a total of six 9" x 11" frames.

item# AA330X

add to cart

You May Also Like



Honeybee Tree Game

\$19.99

★★★★★



Learning Letters Magnetic Board - Uppercase

\$29.99

★★★★★



Beginner's Hammering Kit

\$29.99

★★★★★

★★★★★ 4.5 out of 5

2 out of 2 reviewers would recommend this product to a friend.

Choose a sort order

★★★★★
4 out of 5

Hands on manipulatives

Date: December 31, 2014

By [Laurie](#)
([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

" I love the idea and we are just starting to implement these. Our OT gave me hints how to do that so I am excited, but have discovered the button frame is very tight for young and old hands. Giving the buttons a little more flexibility would be good. "

Was this review helpful to you? [Yes](#) | [No](#)

[\(Report as inappropriate\)](#)

★★★★★
5 out of 5

Very durable

Date: August 3, 2010

By [Mamarae](#)
from California ([read all my reviews](#))

Bottom Line: Yes, I would recommend this product.

VTech Sit-to-Stand Learning Walker Pink

123 reviews Q&A By: VTech



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Rollback



\$24.88

Was: \$29.99 Save \$5.11

2 = \$49.76

Sold & Shipped by **Walmart** ✨

Qty: 1

Add to Cart

Add to List

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🚚 FREE shipping on orders \$50+ Get it by **Monday, Dec 5**, with Expedited shipping

🏠 FREE pickup in Fort Pierce

2 other sellers from \$80.22

\$80.22 + FREE shipping

Sold & Shipped by **Rover Store, Inc.**

\$109.98 + FREE shipping

Sold & Shipped by **ToysOnline**

Compare all 3 sellers

CYBER WEEK DEALS
 Get 'em now! Come back for more.
 While supplies last.



Shop for Baby

VTech Sit-to-Stand Learning Walker

1280 reviews Q&A By: VTech

Search



\$24.88

2 = \$49.76

List price \$33.33 Save \$8.45

Sold & Shipped by **Walmart** ✨

Qty: 1

Add to Cart

Add to List

Add to Registry

FREE shipping on orders \$50+ Get it by Monday, Dec 5, with Expedited shipping

FREE pickup today in Fort Pierce

2 other sellers from \$39.17

\$39.17 + \$9.64 shipping

Sold & Shipped by **UnbeatableSale**

\$109.98 + FREE shipping

Sold & Shipped by **ToysOnline**

Compare all 3 sellers

CYBER WEEK DEALS
 Get 'em now! Come back for more.
 While supplies last.



Shop for Baby



Search



Trust the #1 Choice of Hospitals*

©2016 P&G. *Based on sales of the

Fisher-Price - Newborn to Toddler Portable Rocker

377 reviews Q&A By: Fisher-Price



\$38.97

Was \$55.00

Actual Color:

Choose an option

Qty: 1

Add to Cart

Add to List

Add to Registry

CYBER WEEK DEALS
 Get 'em now! Come back for more.
 While supplies last.



Shop for Baby

Customers also considered

City Commission Regular Meeting

Agenda Item # 11. g.

Meeting Date: 12/19/2016

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Mr. Ishmael Brunson for his business, 2Legit Athletic Performance, Inc., in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan-Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG allocated funding for small business grants for owners who attend two (2) small business workshops to purchase items to improve capacity and sustainability. Mr. Brunson attended workshops 11/18/15 and 11/16/16 and has applied for a grant to purchase equipment for his business.

RECOMMENDATION:

Approve grant award for \$3,000 for Mr. Brunson to purchase equipment for his business, 2Legit Athletic Performance, Inc.

ALTERNATIVES:

Do not approve this grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016-2017
Account: 10390025548411
Amount: 3000.00

FISCAL IMPACT:

This is an approved activity from the 2016-2017 CDBG Action Plan. Funding for this expenditure will be reimbursed to the City via CDBG funds.

Attachments

2 Legit Contract & Application

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 12/13/2016

Reviewed By

Tony Barnes

Johnna Morris

Nick Mimms

Date

12/07/2016 10:58 AM

12/09/2016 12:41 PM

12/13/2016 11:00 AM

Started On: 12/02/2016 10:56 AM



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

FROM : James M. Messer, City Attorney

RE : CDBG Subrecipient Grant Agreement –
2Legit Athletic Performance, Inc.

DATE : December 6, 2016

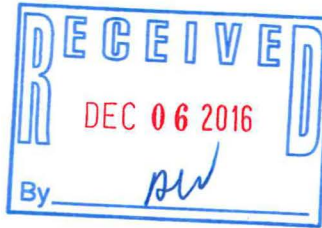
This memorandum contains a Subrecipient Agreement for the Community Development Block Grant (CDBG) Program. The attached document is for Ishmael Brunson owner of 2Legit Athletic Performance, Inc. and has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

JM:aw

Attachment

C: Rebecca Grohall, Planning Director
Libby Woodruff, Urban Redevelopment Manager



CITY ATTORNEY USE ONLY

| | |
|----------------|-------------|
| Date Received: | 12/16/16 |
| Assigned To: | [Signature] |
| File: | |
| Due Date: | |
| Hours: | 1 |

RECEIVED

TIME _____

DEC - 5 2016

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: LIBBY WOODRUFF, URBAN REDEVELOPMENT MANAGER [Signature]

THROUGH: REBECCA GROHALL, PLANNING DEPARTMENT DIRECTOR [Signature]

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER [Signature]

RE: 2LEGIT ATHLETIC PERFORMANCE, INC. CONTRACT FOR SMALL BUSINESS GRANT AWARD – REVIEW FOR FORM AND CORRECTNESS

DATE: DECEMBER 2, 2016

Service Required: (please circle or underline)

Review Documents

Draft Document

Written Opinion Requested

Attend Meetings

Advise

Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Seeking Legal Dept. approval of small business grant contractual agreement for 'form and correctness.'
- Discussion of the implications and the possible impact if not apparent from preceding information:** Form and Correctness approval from Legal is required before contractual agreements can be processed.
- Time considerations and their significance:** Timely consideration is requested as this item will be on the City Commission meeting agenda on 12/19/16.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, City funds are required. This grant award is scheduled for the City Commission's review and approval at their 12/19/16.

5. Factual background: (Outline the facts related to the underlying matter to provide context for the request.)

- Location – 1516 Barcelona Avenue
- Phase of Construction – No construction.
- Parties Involved – Ishmael Brunson, owner, 2Legit Athletic Performance, Inc.

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder’s response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- FL State Statute
- Ordinance Number
- **Contract**

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

This contractual agreement has been personalized for 2Legit Athletic Performance, Inc., using a template that has been approved by our Legal Department at least 10 times in the past year.

8. If this is a request for review of a contract, provide the following:

- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Attorney James Messer has previously approved this document for form and correctness at least ½ dozen times. This is the same contractual agreement template that has been used by the City of Fort Pierce for Public Service, Commercial Façade and other grant awards for over five (5) years. The business terms and conditions in this document were approved by previous City Attorney Rob Schwerer.

- b. Insurance requirements that differ from the City’s template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) Insurance requirements listed in this document do not differ from the City’s template insurance terms.

| CITY ATTORNEY USE ONLY | | | |
|------------------------|------|-------------------|----------|
| Routed for Review | Date | Response Deadline | Response |
| | | | |

AGREEMENT

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 **ISHMAEL BRUNSON**, owner of **2LEGIT ATHLETIC PERFORMANCE, INC.** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

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

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 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 2016-2017 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, OMB 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, marital 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.

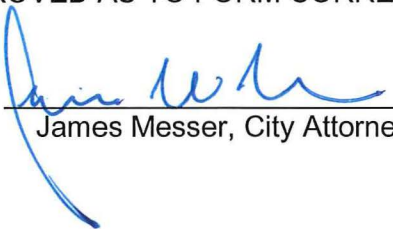
ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By:  _____
James Messer, City Attorney

SUBRECIPIENT: **2LEGIT ATHLETIC PERFORMANCE, INC.**

By: _____
Ishmael Brunson

Print: _____

Title: **Owner**

Today's Date: _____



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: 2Legit Athletic Performance Inc®
Physical Address: 1516 Barcelona Avenue Fort Pierce FL 34946
Mailing Address: Same As Above
Website Address: 2Legitathleticperformance.com
Contact Person: Ishmael Brunson Title: Owner
Best Contact Telephone Number # (772) 332-7731

Grant Amount Requested: \$ 3,000 or more

=====
Business Owner Signature: *Ishmael Brunson*

Printed Name of Business Owner: Ishmael Brunson

Owner Telephone Number: (772) 332-7731 Email: legitathletic_performance2@aol.com

=====

1. Please describe what would you like to purchase with the grant funds. Sports equipment.

2. Please explain why you feel this purchase will help your business. Helping the kids perform better at their designated sport, so that they can go off to college and get recruited for a full scholarship and get their education for free.

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 correctly registered with the Florida Division of Corporations.
- c. Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops, sponsored by the City of Fort Pierce;
- 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.;
- e. Statement from business owner that the small business includes five or fewer employees – this includes part time employees;
- f. Statement from business owner that the business is NOT under a nuisance abatement investigation and/or Code Enforcement action; and
- g. Written Permission from the Property Owner - if you are applying for funding to update signage, paint, grease trap or other improvements to a structure that you are renting for your business.

Complete the Checklist below and submit it with your
1-Page Grant application.

2016-2017 Small Business Grant Opportunity

II. APPLICATION CHECKLIST

Use this checklist to ensure to help ensure your application is complete.

Check (✓):

- You have read the Grant Guidelines carefully and have complied with each provision.
- Your application is dated.
- You either typed the application, or you printed legibly.
- The person listed as the "Contact Person" on the application is knowledgeable about the grant application and is aware that they are listed as the "Contact Person".
- You listed reliable telephone numbers and email addresses.
- You included the correct mailing address for correspondence and grant payments.
- You have rounded your grant funding request to the nearest dollar.
- Your application includes this essential information:
 - Description of what you would like to purchase with the grant funds.
 - Explanation of why you feel the purchase will help your business.
- The following items **MUST** be included with your grant application:
 - A copy of your current City of Fort Pierce Business Tax Receipt;
 - A copy of proof that your business is correctly registered through the State of Florida;
 - Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops;
 - A statement from business owner that the small business includes five or fewer employees – this includes part time employees;
 - A statement from business owner that the business is NOT under a nuisance abatement investigation and/or Code Enforcement action;
 - At least ONE estimate for the item(s) you wish to purchase with a grant. **Please Note:** Your estimate **MUST** be provided on a contractor's letterhead, marked as "Estimate", or on a printout from internet website, catalog, etc.;
 - If you are looking at adding signage, new paint, a grease trap, or other improvements to a structure that you are renting for your business, **be sure** to provide a letter from the owner of the property stating that you have permission to do so; and
- The Grant Application is signed by the owner of the business.



City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

| | |
|--|------------------|
| Business Name / Mailing Address: | Owner: |
| 2LEGIT ATHLETIC PERFORMANCE INC. 1516 BARCELONA AVE FT PIERCE FL 34946 | BRUNSON, ISHMAEL |

Business Location*: 1516 BARCELONA AVE

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

| | | |
|--------------------|------------------------|-----------------------|
| Date Issued | Expiration Date | Control Number |
| September 28, 2016 | September 30, 2017 | 0045261 |

| The business stated above may be engaged in the following business, profession or occupation at the location above-described. | | |
|---|----------------|--------------|
| BTR # | Classification | Restrictions |
| 17-00027599 | UNCLASSIFIED | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



| | |
|------------------------|---------|
| Tax Amount | \$89.13 |
| New/Renewal Fee | \$5.00 |
| Penalty | \$0.00 |
| Total | \$0.00 |

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.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
2LEGIT ATHLETIC PERFORMANCE INCORPORATED

Filing Information

Document Number P15000075941
FEI/EIN Number 47-5108407
Date Filed 09/11/2015
State FL
Status ACTIVE

Principal Address

1516 BARCELONA AVENUE
FORT PIERCE, FL 34946

Mailing Address

1516 BARCELONA AVENUE
FORT PIERCE, FL 34946

Registered Agent Name & Address

BRUNSON, ISHMAEL D
1516 BARCELONA AVENUE
FORT PIERCE, FL 34946

Officer/Director Detail

Name & Address

Title PRES

ISHMAEL, BRUNSON D
1516 BARCELONA AVENUE
FORT PIERCE, FL 34946

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2016 | 09/19/2016 |

Document Images

[09/19/2016 -- ANNUAL REPORT](#) [View image in PDF format](#)

[09/11/2015 -- Domestic Profit](#) [View image in PDF format](#)



2Legit Athletic Performance Inc®

| We Train Athletes To Be Faster, Stronger, And More Explosive | Ages 5 & Up {Elite Footwork}

Ishmael Brunson

Covering the Treasure Coast

(772) 332-7731

legitathletic_performance2@aol.com

2legitathleticperformance.com

Friday, December 1, 2016

2016-2017 Small Business Grant Application

100 North U.S. HWY. 1, Fort Pierce, Florida 34950

To whom it may concern,

This is a message from the owner Ishmael Brunson. **2Legit Athletic Performance Inc has 5 or fewer employees. To be exact, its only 1 employee and that's myself.**



Ishmael Brunson


2Legit Athletic Performance Inc.
(772) 332-7731



2Legit Athletic Performance Inc®

|We Train Athletes To Be Faster, Stronger, And More Explosive| Ages 5 & Up {Elite Footwork}

Ishmael Brunson
Covering the Treasure Coast
(772) 332-7731
legitathletic_performance2@aol.com
2legitathleticperformance.com

Friday, December 1, 2016

2016-2017 Small Business Grant Application

100 North U.S. HWY. 1, Fort Pierce, Florida 34950

To whom it may concern,

This is a message from the owner Ishmael Brunson. 2Legit Athletic Performance Inc **is not under any nuisance abatement investigation and is not under no Code Enforcement action.**

Ishmael Brunson


2Legit Athletic Performance Inc.
(772) 332-7731

Certificate of Completion

This Certificate is Presented to:

Ismael Burnson

(Attendee Name)

2 Legal Athletic Performance

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

*An economic development
initiative funded by:*



[Signature]
SCORE Workshop Instructor

In collaboration with:



FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Ishmael Burnson

(Attendee Name)

2 Legit Athletic Performance, Inc

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Small Business Tax Issues”

November 18, 2015

*An economic development
initiative funded by:*



JOHN HOSLER

SCORE Workshop Instructor

In collaboration with:





FOR THE LIFE OF YOUR BUSINESS



Quote



| | Product | Price | Quantity | Total |
|-------------|--|---|--|----------|
| x |  MASS SUIT PRO SERIES | \$349.99 | 1  | \$349.99 |
| Coupon code | | <input type="text" value="Apply Coupon"/> | <input type="button" value="Update Cart"/> | |

Cart Totals

| | |
|----------|---|
| Subtotal | \$349.99 |
| Shipping | Flat Rate Shipping: \$35.00 Calculate Shipping |
| Total | \$384.99 |

Quote

< CONTINUE SHOPPING

YOUR CART

SECURE CHECKOUT



**TRAINING ROPE
PRO**

SKU: PROTR-40-000

SAVE TO WISHLIST

IN STOCK

QTY: \$179.99

+ -

HAVE A PROMO CODE? ▼

Subtotal: **\$179.99**

Shipping : **FREE**


Sales Tax: **-**

Estimated Total \$179.99

30-DAY GUARANTEE

SECURE CHECKOUT

Use your Amazon Account

 Pay with Amazon

What is this?

Quote

< CONTINUE SHOPPING

YOUR CART

SECURE CHECKOUT



PRO TEE

SKU: PTBB-001

SAVE TO WISHLIST

IN STOCK

QTY: \$99.99



HAVE A PROMO CODE? ▼

Subtotal: **\$99.99**

Shipping : **FREE**

Sales Tax: **-**

Estimated Total \$99.99

30-DAY GUARANTEE

SECURE CHECKOUT

Use your Amazon Account

Pay with Amazon

What is this?

HOME (HTTP://ADVANTAGE.ESCAPEFITNESS.COM)

WISH LIST (0) (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/WISHLIST)

MY ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/ACCOUNT)

SHOPPING CART (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CHECKOUT/CART)

CHECKOUT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CHECKOUT/CHECKOUT) LOGIN (HTTP://ADVA

CREATE AN ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/REGISTER)

Quote



(http://advantage.escapefitness.com)

MY CART: 4 ITEM(S) - \$80.00

Search... Q

CATEGORIES

HOME (HTTP://ADVANTAGE.ESCAPEFITNESS.COM) » SEARCH (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=PRODUCT/SEARCH&SEARCH=CONES) » SPEED CONES (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/SPEED-CONES?SEARCH=CONES)

SPEED CONES



BRAND: ESCAPE FITNESS (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/ESCAPE-FITNESS)

PRODUCT CODE: EST-HC6

AVAILABILITY: PRE-ORDER

PRICE: \$20.00



Qty: 4 ADD TO CART ★

0 0 Google + 0

0

DESCRIPTION

Perfect for speed drills and marking targets, our cones are portable and hard-wearing. A truly versatile product.

Our cones are very stable thanks to their wide base, while the height creates a visual

Gift Certificates
My Account
Sign In or Create an account



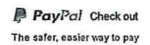
Order Toll Free: 1-855-528-2224
CURRENCY DISPLAYED USD
VIEW CART (6)

Search for a product or video

| HOME | SHOP | SPORTS | TRAINING | KBANDS | CHEER PACK | RSC | SPEED KIT | KB DUO | CONTACT US | |
|---------------------|---|--|---|--------|------------|-----|-----------|--------|------------------------|------------------------------|
| | EQUIPMENT | SPORTS (A-Q) | HOLIDAY SAVINGS: SAVE UP TO 25% SITEWIDE | | | | | | 1-855-528-2224 | |
| | KBANDS | BASEBALL | | | | | | | BLOG | |
| HOME | KB POWERBANDS | BASKETBALL | | | | | | | STORE POLICIES | |
| | CHEER PACK | BOXING/MMA | | | | | | | PROMOTIONS | |
| YOUR SHOPPING CART | REACTIVE STRETCH CORD | CHEERLEADING & GYMNASTICS | | | | | | | SCHOOL PURCHASE ORDERS | |
| | ELITE SPEED KIT | ENDURANCE | | | | | | | AFFILIATE PROGRAM | |
| | SPEED LADDER | FOOTBALL | Congratulations! You have received 1 Speed 101 and Agility FX Digital Trainers for free! | | | | | | | DISTRIBUTORS |
| | BALLISTIC BANDS | HOCKEY | | | | | | | | |
| | VICTORY ROPES | LACROSSE | Congratulations! You have received 1 1-2-3 Reaction Pro and Toner Digital Trainers for free! | | | | | | | |
| | KB DUO | MARTIAL ARTS | | | | | | | | |
| | ADVANCED TRAINING KIT | SPORTS (R-Z) | Congratulations! Your order may qualify for free shipping (restricted to specific locations). | | | | | | | |
| | RECOVERY ROLLER | RECOVERY | | | | | | | | |
| PROCEED TO CHECKOUT | RUNNING PARACHUTE | SOCCER | | | | | | | | |
| | STUNT STRAP | SOFTBALL | | | | | | | | |
| GART ITEMS | STABILITY BALL | SPEED / VERTICAL | | | | | | | QUANTITY | |
| | SPEED JUMP ROPE | STRENGTH/CONDITIONING | | | | | | | ITEM PRICE | |
| | ACCESSORIES | TENNIS | | | | | | | ITEM TOTAL | |
| | LEG BANDS (Speed Training Strength Leg Resistance Bands) | | | | | | | 4 | \$29.95 | \$119.80 |
| | EXTRA KBANDS STRAPS - VOLLEYBALL Is More Than 110 Pounds (50kg) | | | | | | | | | |
| | AGILITY CONES Upgrade Kbands Kit Not Upgrade My Kbands Kit | | | | | | | | | |
| | UPPER BODY BANDS SPEED/AGILITY | | | | | | | | | |
| | ADJUSTABLE BELT | SPEED 101 | | | | | | | | |
| | EXTRA RSC STRETCH CORD | CONE DRILL FX | | | | | | | | |
| | CHAOS BALL | 1-2-3 REACTION PRO | | | | | | | | |
| | KB DUO EXTENSION STRAP | OVERSPEED ACCELERATOR Digital Trainers | | | | | | 1 | \$9.95 | \$9.95 |
| | 11 MILES | PARACHUTE PROGRESSION | | | | | | | \$0.00 | \$0.00 |
| | DIGITAL TRAINERS | POWER | Downloadable Content Will Be Available To Download Within Your Shipment Email. | | | | | | | |
| | TRAINING DISK | CONDITIONING DOUBLES | | | | | | | | |
| | TRAINING KITS | STRENGTH | | | | | | | | |
| | ATHLETE PERFORMANCE PACK | VERTICAL FX | | | | | | | | |
| | KBANDS BURN | SHOULDER PROGRESSION | | | | | | | | |
| | TONER product: 1-DYNAMIC STRENGTH Toner Digital Trainers | | | | | | | 1 | \$9.95 | \$9.95 |
| | (CHEER) | OUTDOOR FX | | | | | | | \$0.00 | \$0.00 |
| | CTOR TRAINING | REGENERATE STRETCHING | Downloadable Content Will Be Available To Download Within Your Shipment Email. | | | | | | | |
| | LL PRO KIT | WARRIOR | | | | | | | | |
| | SUCCER PRO KIT | STABILITY PRO | | | | | | | | |
| | SHOP BY | | | | | | | | | |
| | SPORT | | | | | | | | | |
| | SPEED AND AGILITY | | | | | | | | Subtotal: | \$119.80 |
| | VERTICAL | | | | | | | | | |
| | STRENGTH | | | | | | | | | |
| | WEIGHT LOSS | | | | | | | | | |
| | COACHES/TRAINERS | | | | | | | | | Estimate Shipping & Tax |
| | SUPPLEMENTS | | | | | | | | | Grand Total: \$119.80 |

CLICK HERE TO KEEP SHOPPING IN SHOP PRODUCTS [UPDATE CART](#) [PROCEED TO CHECKOUT](#)

--OR USE--




FREE TO JOIN. FREE TO SHIP.

Nike+ gives you free shipping and no hassle returns on every order. **JOIN NOW** (http://www.nike.com/us/en_us/s/register)

Quote

YOUR CART (2)

| | |
|---|---|
|  | NIKE AGILITY WEB \$120.00 |
| | http://store.nike.com/US/en_us/pd/agility-web/pid-10982638/pgid-10982639 |
| | Style#: NEX11-829 |
| | Size: ONE SIZE |
| | Color: |
| | Qty: 2 @ \$60.00 |
| http://store.nike.com/US/en_us/pd/agility-web/pid-10982638/pgid-10982639 | <input type="button" value="REMOVE"/> <input type="button" value="EDIT"/> |
| | Add gift options |

YOU MIGHT ALSO LIKE

Specifications

Quote



Warranty

Tennis Tutor ProLite is backed by a three year warranty covering both parts and labor. Extended warranties available.

Models & Prices

Tennis Tutor ProLite - Basic AC (AC-powered, no oscillator) \$699

add to cart

Tennis Tutor ProLite - Basic Battery (Battery-powered, no oscillator) \$699

add to cart

Tennis Tutor ProLite - AC (AC-powered, with oscillator) \$799

add to cart

Tennis Tutor ProLite - Battery (Battery-powered, with oscillator) \$799

add to cart

Tennis Tutor ProLite Plus - Basic AC (AC-powered, no oscillator) \$889

add to cart

Tennis ProLite Plus - Basic Battery (Battery-powered, no oscillator) \$889

add to cart

Tennis Tutor ProLite Plus - AC (AC-powered, with oscillator) \$989

add to cart

Tennis Tutor ProLite Plus - Battery (Battery-powered, with oscillator) \$989

add to cart



 SUCCESS: YOU HAVE ADDED AGILITY GRID SYSTEM TO YOUR SHOPPING CART (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/AGILITY-GRID-SYSTEM?SEARCH=GRID)
 Sort By: Default Show: 6
 Product Compare (0) (http://advantage.escapefitness.com/index.php?route=product/compare)

Quote



(http://advantage.escapefitness.com/agility-grid-system?search=grid)

AGILITY GRID SYSTEM

(HTTP://ADVANTAGE.ESCAPEFITNESS.COM/AGILITY-GRID-SYSTEM?SEARCH=GRID)

Durable linking clips allow endl...

\$40.00

ADD TO CART



Showing 1 to 1 of 1 (1 Pages)

| INFORMATION | CUSTOMER SERVICE | EXTRAS | MY ACCOUNT | FOLLOW US | ONLINE SUPPORT |
|---|---|--|---|---|---|
| ABOUT US (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/ABOUT-US) | CONTACT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CONTACT) | SPECIALS (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCAVANTAGESPORTFITNESS) | MY ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/ACCOUNT) | FACEBOOK (HTTP://WWW.FACEBOOK.COM/ADVANTAGESPORTFITNESS) | 1-800-308-4382 ADVANTAGESPORTFITNESS.COM |
| SHIPPING (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/DELIVERY) | RETURNS (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT) | | ORDER HISTORY (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT) | TWITTER (HTTPS://TWITTER.COM/ADVANTAGESPORTFITNESS) | |

HOME (HTTP://ADVANTAGE.ESCAPEFITNESS.COM)

WISH LIST (0) (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/WISHLIST)

MY ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/ACCOUNT)

SHOPPING CART (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CHECKOUT/CART)

CHECKOUT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CHECKOUT/CHECKOUT) LOGIN (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/LOGIN)

CREATE AN ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/REGISTER)

Quote



(http://advantage.escapefitness.com)

MY CART: 2 ITEM(S) - \$88.00

Search...

CATEGORIES

HOME (HTTP://ADVANTAGE.ESCAPEFITNESS.COM) » SPEED (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/SPEED) » SPEED LADDER (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/SPEED/SPEED-LADDER)



SPEED LADDER

BRAND: ESCAPE FITNESS

(HTTP://ADVANTAGE.ESCAPEFITNESS.COM/ESCAPE-FITNESS)

PRODUCT CODE: EST-SL

AVAILABILITY: PRE-ORDER

PRICE: \$44.00



Qty: 1

ADD TO CART



0

0

Google +

0

0

DESCRIPTION

Exercises and workouts have rarely involved working in straight lines – until now. We developed this ladder to create a series of straight-line targets and challenges.

Each cell of the ladder is soft-sided rather than rigid to minimise any trip risk.

HOME (HTTP://ADVANTAGE.ESCAPEFITNESS.COM)

WISH LIST (0) (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/WISHLIST)

MY ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/ACCOUNT)

SHOPPING CART (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CHECKOUT/CART)

CHECKOUT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=CHECKOUT/CHECKOUT) LOGIN (HTTP://ADVA

CREATE AN ACCOUNT (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/INDEX.PHP?ROUTE=ACCOUNT/REGISTER)

Quote



(http://advantage.escapefitness.com)

MY CART: 4 ITEM(S) - \$160.00

Search... Q

CATEGORIES

HOME (HTTP://ADVANTAGE.ESCAPEFITNESS.COM) » SPEED (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/SPEED) » RESISTANCE PARACHUTE (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/SPEED/RESISTANCE-PARACHUTE)

RESISTANCE PARACHUTE



BRAND: ESCAPE FITNESS (HTTP://ADVANTAGE.ESCAPEFITNESS.COM/ESCAPE-FITNESS) PRODUCT CODE: EST-RP AVAILABILITY: PRE-ORDER

PRICE: \$40.00



Qty: 4 ADD TO CART ★

0 0 Google + 0

0

DESCRIPTION

Professional athletes know all about training with a parachute but it's a tool that can be used by everyone. Once you've finished developing explosive power you can pack up the parachute in its own carry bag which takes care of the heavy-duty webbing and the step-in belt.



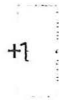
D-TEAM

SKU: PKG-DTEAM

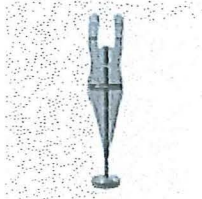
SAVE TO WISHLIST

IN STOCK

QTY: ~~\$179.97~~ **\$149.99**



Quote



**D-MAN
BASKETBALL**

SKU:

DMBK-000-02

Included
IN STOCK

3

HAVE A PROMO CODE? ▼

Subtotal: **\$149.99**

Shipping : **FREE**

Sales Tax: -

Estimated Total \$149.99

30-DAY GUARANTEE

Quote

< CONTINUE SHOPPING

YOUR CART

SECURE CHECKOUT



HOPZ

SKU: APD-HOPZXG01

SAVE TO WISHLIST

IN STOCK

QTY: \$69.99



HAVE A PROMO CODE? ▼

Subtotal: **\$279.96**

Shipping : **FREE**

Sales Tax: -

Estimated Total \$279.96

30-DAY GUARANTEE

SECURE CHECKOUT

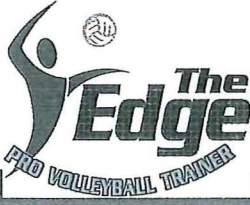
Use your Amazon Account

Pay with Amazon

What is this?



Quote



Cart

SHOP SECURELY **PayPal CREDIT** **No Payments + No Interest if paid in full in 6 months on purchases of \$99+**
 Check out with PayPal and choose PayPal Credit
 Subject to credit approval. [See terms](#). US customers only.

| | Product | Price | Quantity | Total |
|---|--|----------|----------|----------|
| x | The Edge Travel Model Color: Blue Orientation: Right & Left Handed | \$629.00 | 1 | \$629.00 |

Coupon code

APPLY COUPON

UPDATE CART

CART TOTALS

| | |
|-----------------|--|
| Subtotal | \$629.00 |
| Shipping | Flat Rate: \$45.00 Calculate Shipping |

City Commission Regular Meeting

Agenda Item # 11. h.

Meeting Date: 12/19/2016

Re: Contractual Agreement for Main Street Fort Pierce

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

SUBJECT:

Approve Contractual Agreement for Main Street Fort Pierce to receive funding through Community Development Block Grant funds as approved in the 2016-2017 CDBG Action Plan in the total amount of \$50,000.

SUMMARY:

2016-2017 CDBG Action Plan included funding Main Street Fort Pierce as they serve as a Community Based Development Organization (CBDO). This agenda item is for the approval of the Commission of the CBDO contractual agreement for the 2016-2017 program year.

RECOMMENDATION:

Approve the contractual agreement for Main Street Fort Pierce.

ALTERNATIVES:

Do not approve the contractual agreement.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016
Account: 10390025548220
Amount: 50000

FISCAL IMPACT:

This expenditure will be reimbursed to the City via 2016-2017 CDBG.

Attachments

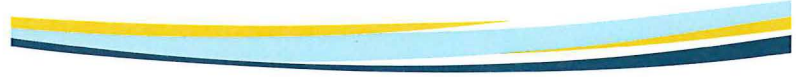
MSFP Contract

Form Review

| Inbox | Reviewed By | Date |
|--------------------|--------------------|---------------------|
| Purchasing | Tony Barnes | 12/07/2016 11:01 AM |
| Finance Department | Johnna Morris | 12/09/2016 12:40 PM |
| City Manager | Nick Mimms | 12/13/2016 11:00 AM |

Form Started By: Libby Woodruff
Final Approval Date: 12/13/2016

Started On: 12/05/2016 03:58 PM



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

FROM : James M. Messer, *City Attorney*

RE : Main Street Fort Pierce – CDBG Sub Award Contractual Agreement

DATE : November 29, 2016

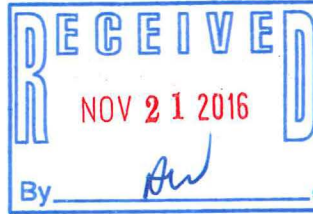
This memorandum contains the CDBG Sub Award Contractual Agreement for Main Street Fort Pierce. The attached document has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

JM:aw

Attachment

C: Rebecca Grohall, Planning Director
Libby Woodruff, Urban Redevelopment Manager



CITY ATTORNEY USE ONLY

| | |
|----------------|-------------|
| Date Received: | 11/21/16 |
| Assigned To: | [Signature] |
| File: | |
| Due Date: | |
| Hours: | 1.0 |

RECEIVED TIME
NOV 18 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: LIBBY WOODRUFF, URBAN REDEVELOPMENT MANAGER *lw*

THROUGH: REBECCA GROHALL, PLANNING DEPARTMENT DIRECTOR *RG*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *NM*

RE: MAIN STREET FORT PIERCE – CDBG SUB AWARD CONTRACTUAL AGREEMENT

DATE: NOVEMBER 18, 2016

*Approved for Form & Correctness
11/28/16*

Service Required: (please circle or underline)

| | | |
|-------------------------|----------------|---------------------------|
| <u>Review Documents</u> | Draft Document | Written Opinion Requested |
| Attend Meetings | Advise | Other: _____ |

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Seeking Legal Dept. approval of CDBG Sub Award Contractual Agreement for Fort Pierce Main Street (FPMS) for 'form and correctness.'
- Discussion of the implications and the possible impact if not apparent from preceding information:** Form and Correctness approval from Legal is required before contractual agreements can be processed.
- Time considerations and their significance:** Timely consideration is requested as the CDBG 2016-2017 Action Plan provides this activity payable to MSFP in quarterly payments and we are currently in the first quarter of program year.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, City funds are required. This activity was approved by the City Commission on 8/1/16 and the US Department of Housing and Urban Development (HUD) approved it 11/11/16.

5. Factual background: (Outline the facts related to the underlying matter to provide context for the request.)

- Location – Fort Pierce Main Street, 122 A.E. Backus Avenue
- Phase of Construction – N/A
- Parties Involved – City of Fort Pierce Department of Urban Redevelopment; Fort Pierce Main Street

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder’s response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- FL State Statute
- Ordinance Number
- **Contract**

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

This contractual agreement has been approved by previous City Legal staff for the past 4 years.

8. If this is a request for review of a contract, provide the following:

- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Attorney Rob Schwerer has previously approved this document for form and correctness at least four (4) times. This is the same contractual agreement template that has been used by the City of Fort Pierce for Sub Awards to both Main Street Fort Pierce and Lincoln Park Main Street since funding through CDBG was allocated to support these organizations four (4) years ago. The business terms and conditions in this document were approved by previous City Attorney Rob Schwerer.

- b. Insurance requirements that differ from the City’s template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) Insurance requirements listed in this document do not differ from the City’s template insurance terms.

| CITY ATTORNEY USE ONLY | | | |
|------------------------|------|-------------------|----------|
| Routed for Review | Date | Response Deadline | Response |
| | | | |

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Main Street Fort Pierce, Inc.**, Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

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

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

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

1. Scope of Service:

- A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

The Subrecipient certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

- B. Program Delivery:
Activities will take place within the Main Street Fort Pierce target area in the City of Fort Pierce, Florida.
- C. Levels of Accomplishment:

| | |
|---|--|
| Economic Development | Activity: Create, Publish and Distribute Monthly FOCUS News Booklet |
| Task Description: Create, Publish and Distribute Monthly FOCUS News Booklet, a community economic development project designed to increase economic opportunity, and retain and/or create jobs in the Fort Pierce Main Street target area. | |

D. Budget:

| Main Street FOCUS Budget | | | | | | | | | | | | | |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 2016-17 | | | | | | | | | | | | | |
| | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Total |
| EXPENSES | | | | | | | | | | | | | |
| Bulk Postage | 718 | 718 | 718 | 718 | 718 | 718 | 718 | 718 | 718 | 718 | 718 | 718 | 8,616 |
| Circulation | 142 | 142 | 142 | 142 | 142 | 142 | 142 | 142 | 142 | 142 | 142 | 142 | 1,704 |
| Editorial Services | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 6,000 |
| Postage | 98 | 98 | 98 | 98 | 98 | 98 | 98 | 98 | 98 | 98 | 98 | 98 | 1,176 |
| Printing | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 1,710 | 20,520 |
| Production | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 10,800 |
| Services Rendered | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 6,000 |
| TOTAL EXPENSES | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 4,568 | 54,816 |

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2017**.
3. Compensation: The Subrecipient shall be paid **\$12,500** each quarter of Program Year 2016-2017 (Total - \$50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Main Street Fort Pierce 2016-2017 Work Plan (Attachment A).

4. In every case, Subrecipient will provide the following, along with completed Grant Reporting Form on the 1st day of each quarter of Program Year 2016-2017, for each activity:
 - A. Receipts of payments, including invoices and cancelled checks;
 - B. Other related information, as requested

Grant Report Form signed by Subrecipient specifies and certifies that all expenses were expended by Subrecipient in conformance within the guidelines 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.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the 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, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

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

6. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.
7. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. General Terms and Conditions:
 - A. The Subrecipient agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.
 - B. The 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.

10. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the 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.

11. 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.
- 7) Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.
- 8) 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.

- 9) 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, marital 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.

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

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

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: _____
Mayor Linda Hudson

ATTEST:

City Clerk

SUBRECIPIENT:

By: _____
Sue Dannahower, President

By: _____
Doris Tillman, Director

Print: _____

Print: _____

Title: _____

Title: _____

Approved As To Form and Correctness:

By:  _____

Print: Greg M Messer

Title: 11/28/2016

City Commission Regular Meeting

Agenda Item # 11. i.

Meeting Date: 12/19/2016

Re: Emergency Drainage Repair at 1705 Sunset Isle Rd

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve proposal from Shenandoah Construction, Inc. in the amount of \$20,900.00 for an emergency drainage repair required for an outfall through a seawall located at 1705 Sunset Isle Road.

SUMMARY:

The existing 18" RCP drainage pipe which conveys stormwater run-off from Sunset Isle Rd, Bayshore Drive, and Plover Avenue roadways has failed and is in need of emergency drainage repair. Sink holes have developed behind the seawall as a result from joint separation in the drainage outfall pipe. This section of the drainage system has been televised and inspected by the Engineering Department (attached report and pictures) and it was determined the existing pipe could be lined to prevent further erosion.

The scope of work includes the de-watering, cleaning and installation of an 18" cured in place liner, seawall repair and site restoration.

RECOMMENDATION:

Due to the severity of the erosion behind the seawall, emergency work was authorized prior to City Commission approval. Staff is requesting after-the-fact approval prior to payment to the contractor in the amount of \$20,900.00.

ALTERNATIVES:

Circumstances warranted emergency repair.

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: \$20,900

FISCAL IMPACT:

The project cost of \$20,900.00 will be funded from SMU Revenue Account No. 403-4300-538.34-90

Attachments

Proposal - Shenandoah Construction Inc.

Map - City of Fort Pierce Drainage Maintenance Map

Pictures - Drainage System Affected

Televised Report - 1705 Sunset Isle Rd

Form Review

Inbox

Purchasing

Finance Department

City Manager

Form Started By: Dina Hermoso

Final Approval Date: 12/13/2016

Reviewed By

Tony Barnes

Johnna Morris

Nick Mimms

Date

12/07/2016 10:25 AM

12/09/2016 12:42 PM

12/13/2016 11:01 AM

Started On: 11/22/2016 02:02 PM

SHENANDOAH

CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069
 (772) 467-8861 Fax: (772) 467-8863

DATE: November 09, 2016
 SUBMITTED TO: City of Fort Pierce
 STREET: 100 N. US 1
 CITY, STATE & ZIP: Ft. Pierce, Fl 34954
 PHONE: (772) 467-3783
 FAX: 7724606847
 EMAIL: dhermoso@city-ftpierce.com
 JOB NAME: 1705 Sunset Isles RD
 ATTENTION: Dina Hermoso

PROPOSAL #P5007

We propose to furnish a crew and all necessary equipment to dewater, clean and install 18" cured in place pipe liner in storm drainage pipe from inlet to sea wall and restore surface with fill dirt, sod and cement at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

| | | | |
|-------------------------|----------------------------|----------|--------------------|
| 18" CIPP | (at \$118.00 Per L.F.) | 150 L.F. | \$17,700.00 |
| surface restoration (*) | (at \$3,200.00 Fixed Cost) | 1 Fixed | \$3,200.00 |
| Estimated Total: | | | \$20,900.00 |

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

[Handwritten Signature]

| | | |
|-------------------------------------|-----------|------------|
| SHENANDOAH GENERAL CONSTRUCTION CO. | TITLE | DATE |
| Mindy Cotrupi | Estimator | 11/09/2016 |

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

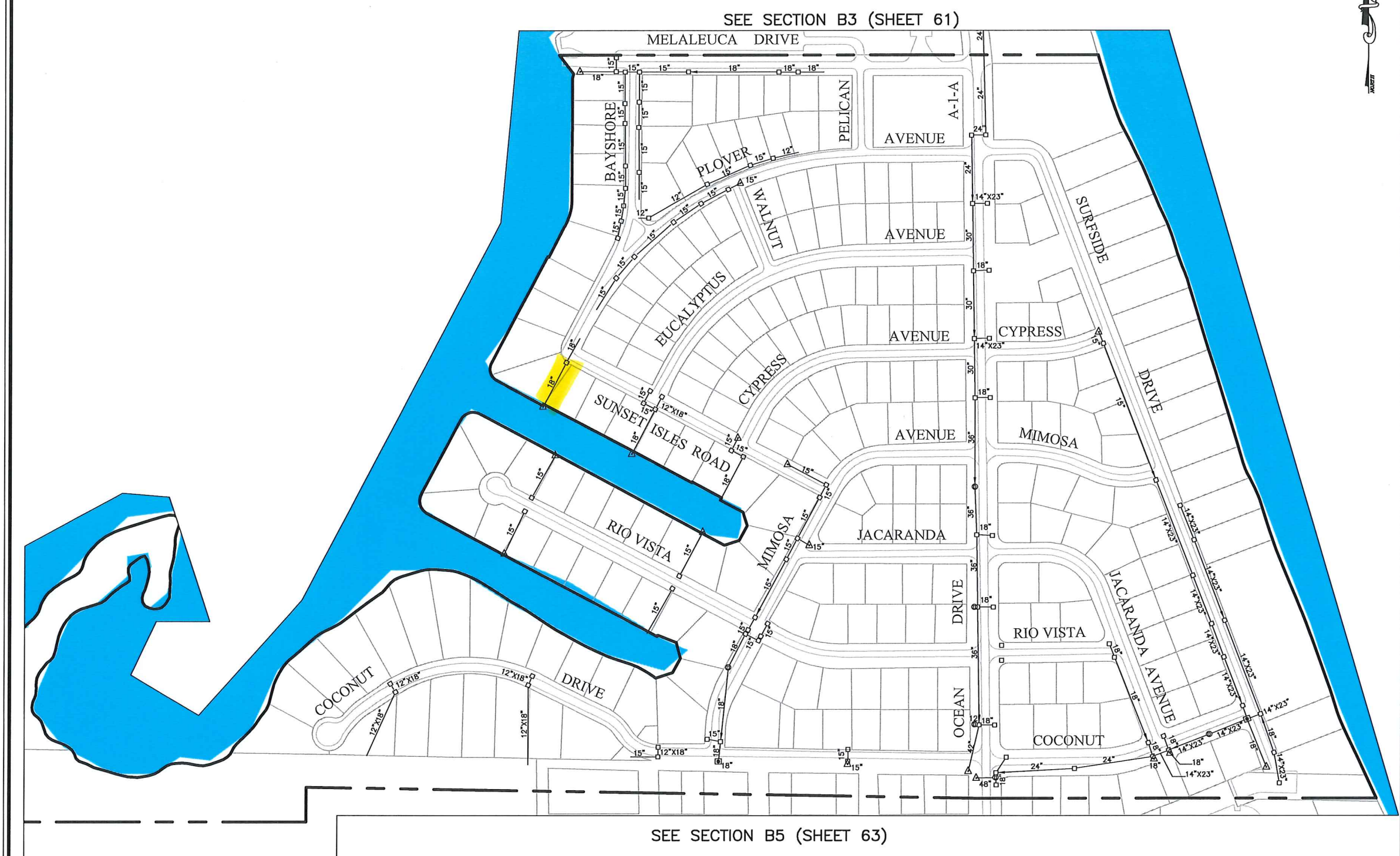
SIGNATURE:

[Handwritten Signature]

| | |
|--|-------------------------------|
| COMPANY NAME: TRACY TELLS | DATE: 11/10/16 |
| REPRESENTATIVE: CITY OF FORT PIERCE | TITLE: ASST. CITY ENG. |

(*) see email attached

APPROVED
[Handwritten Signature]
 11/10/16



SEE SECTION B3 (SHEET 61)

SEE SECTION B5 (SHEET 63)



| LEGEND | |
|---------------|---|
| STORM MANHOLE | ⊙ |
| CATCH BASIN | □ |
| BAFFLE BOX | ■ |
| PIPE | — |
| OUTFALL PIPE | △ |

CITY OF FORT PIERCE
 DEPARTMENT OF ENGINEERING
 North U.S. 1 P.O. Box 1480
 Fort Pierce, Florida 34954 100



| DATE | BY | REVISIONS |
|------|----|-----------|
| | | |
| | | |
| | | |

DATE: 08-28-16
 SCALE: 1" = 200'
 SURVEY BY: CREATOR
 DWG. BY: JASUNER
 DESIGN BY: JASUNER
 APPROVE BY: JANDRES

B4
 DRAINAGE MAINTENANCE MAP

SHEET NO.
 62 OF 63
 PROJECT NO.
 W-0285







Ft. Pierce 1705 Sunset Isles Rd.
CB street -> outfall
Reinforced Concrete Pi Circular 18

Joint Separated Large. Start

137.30

Ft. Pierce 1705 Sunset Isles Rd.
CB street -> outfall
Reinforced Concrete Pi Circular 18

Crack Longitudinal, at 10 o'clock,
within 8 inches of joint: YES,
infiltration stain

096.10

City :



Shenandoah Construction
1888 NW 22nd Street
Pompano Beach FL 33069
954-975-0098
help@shenandoahconstruction.com
shenandoahconstruction.com

ΣØ / Main sections

| | | | |
|--------------|--------------|------------|----------------------|
| Project name | Job Ticket # | Customer : | Date : 10/24/2016 |
|--------------|--------------|------------|----------------------|

| No. | Start MH | End MH | Date | Street | Tape No. | Material | Measured FT | TV Ft |
|-----|-----------|---------|------------|-----------------------|----------|--------------------------|-------------|--------|
| 1 | CB street | outfall | 10/24/2016 | 1705 Sunset Isles Rd. | 102416 | Reinforced Concrete Pipe | 144.00 | 144.00 |

Pipe size: CIRCULAR 18 = 144 ft (144 ft)

All sections = 144 ft (144 ft)



Shenandoah Construction
 1888 NW 22nd Street
 Pompano Beach FL 33069
 954-975-0098
 help@shenandoahconstruction.com
 shenandoahconstruction.com

Inspection Report

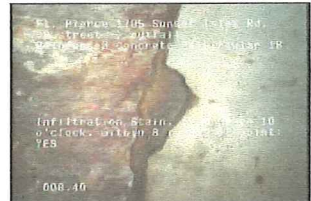
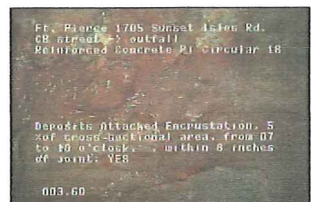
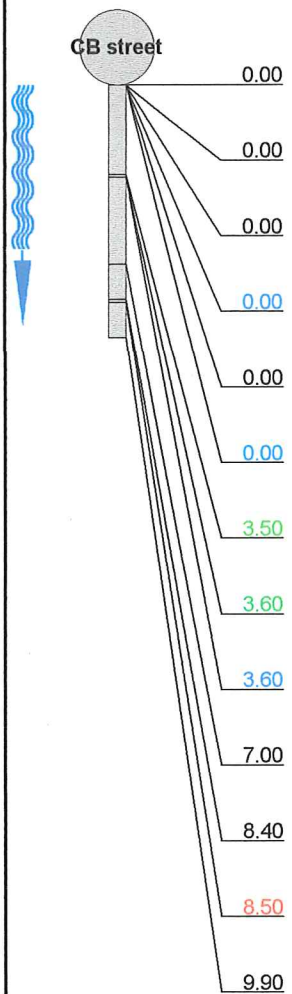
| | | | | | |
|--------------------|---------------------------------------|--------------------------------|----------------------------|--------------------------------|------------------|
| Date 10/24/2016 | P/O. No. 4893 | Weather | Surveyor's Name Andrew | Pipe Segment Reference | Section No. 1 |
| L/S # N/A | Project Name 1705 Sunset Isles Rd. | Customer City of Ft. Pierce | Date Cleaned 10/24/2016 | Pre-Cleaning Heavy Cleaning | Sewer Category |

| | | | | | |
|--|---|---|-----------------------------|--|---|
| Street123 City Shen Job # Location Code | 1705 Sunset Isles Rd. Ft. Pierce 4893 Yard | Use of Sewer MH Depth Flow Control TV'd Length surveyed | 30 in. 144.00 ft | Upstream MH Downstream MH Dir. of Survey Section Length | CB street outfall Downstream 144.00 ft |
|--|---|---|-----------------------------|--|---|

| | | | |
|---|---|--|-------------------------------------|
| Purpose of Survey Vehicle # Shen Job # Media No. | Maintenance Related tv 340 4893 102416 | Joint Length Dia./Height Material Lining Method | 18 inch Reinforced Concrete Pipe |
|---|---|--|-------------------------------------|

Add. Information :

| 1:90 | Position | Observation | |
|------|----------|--|--------|
| | 0.00 | Upstream Manhole, Survey Begins / CB | 0 FT |
| | 0.00 | General Observation / Structure and Location | |
| | 0.00 | Infiltration Stain, at 08 o'clock, within 8 inches of joint: NO | 0 FT |
| | 0.00 | Deposits Settled Compacted, 5 %of cross sectional area, from 05 to 07 o'clock, , within 8 inches of joint: NO / calcium dep. | 0 FT |
| | 0.00 | General Observation / Begin survey | |
| | 0.00 | Joint Separated Large / offset seperated X2 | |
| | 3.50 | Crack Circumferential, from 02 to 05 o'clock, within 8 inches of joint: YES / infil. stain | 3.6 FT |
| | 3.60 | Surface Roughness Increased, from 12 to 02 o'clock, within 8 inches of joint: YES / aggregate visible | 3.6 FT |
| | 3.60 | Deposits Attached Encrustation, 5 %of cross sectional area, from 07 to 10 o'clock, , within 8 inches of joint: YES | |
| | 7.00 | General Observation / pipe going under road | |
| | 8.40 | Infiltration Stain, from 09 to 10 o'clock, within 8 inches of joint: YES | 3.6 FT |
| | 8.50 | Hole, from 03 to 05 o'clock, within 8 inches of joint: YES / infiltration | |
| | 9.90 | Infiltration Stain, from 07 to 08 o'clock, within 8 inches of joint: NO | 8.4 FT |





City :
Tel :
Fax :
Email :

Inspection Report

| | | | | | |
|-----------|--------------|-----------|-----------------------------|------------------------------------|----------------|
| Date : | Job number : | Weather : | Operator : Andrew | Counter : 1 | Section name : |
| Present : | Vehicle : | Camera : | Preset : | Cleaned : Heavy Cleaning | Rate : |

| | 1:90 Position | Observation |
|--|---------------|--|
| | <u>11.50</u> | Infiltration Weeper, from 07 to 10 o'clock, within 8 inches of joint: YES |
| | <u>11.50</u> | Joint Separated Medium |
| | <u>11.50</u> | Deposits Attached Encrustation, 5 %of cross sectional area, from 04 to 06 o'clock, , within 8 inches of joint: YES |
| | <u>14.30</u> | Broken Void Visible, from 07 to 09 o'clock, within 8 inches of joint: YES |
| | <u>14.40</u> | Hole, from 11 to 01 o'clock, within 8 inches of joint: YES |
| | <u>17.70</u> | Deposits Attached Encrustation, 0 %of cross sectional area, from 10 to 02 o'clock, , within 8 inches of joint: YES |
| | <u>20.50</u> | S1 Joint Separated Medium, Start / encrustation |
| | <u>23.60</u> | Infiltration Weeper, from 08 to 10 o'clock, within 8 inches of joint: YES |
| | <u>27.50</u> | Surface Spalling, from 12 to 01 o'clock, within 8 inches of joint: NO |
| | <u>29.60</u> | Infiltration Stain, from 11 to 01 o'clock, within 8 inches of joint: YES |
| | <u>56.80</u> | Broken Void Visible, from 08 to 10 o'clock, within 8 inches of joint: YES |



City :
Tel :
Fax :
Email :

Inspection Report

| | | | | | |
|-----------|--------------|-----------|-----------------------------|------------------------------------|----------------|
| Date : | Job number : | Weather : | Operator : Andrew | Counter : 1 | Section name : |
| Present : | Vehicle : | Camera : | Preset : | Cleaned : Heavy Cleaning | Rate : |

| 1:90 | Position | Observation |
|------|---------------|--|
| | <u>71.90</u> | Infiltration Stain, from 04 to 05 o'clock, within 8 inches of joint: YES |
| | <u>75.00</u> | Crack Circumferential, from 11 to 03 o'clock, within 8 inches of joint: YES |
| | <u>77.90</u> | Infiltration Weeper, from 03 to 05 o'clock, within 8 inches of joint: YES |
| | <u>84.10</u> | Infiltration Weeper, from 04 to 05 o'clock, within 8 inches of joint: YES |
| | <u>90.30</u> | Deposits Attached Encrustation, 5 %of cross sectional area, from 10 to 02 o'clock, , within 8 inches of joint: YES / heavy |
| | <u>96.10</u> | Crack Longitudinal, at 10 o'clock, within 8 inches of joint: YES / infiltration stain |
| | <u>102.20</u> | Deposits Attached Encrustation, 5 %of cross sectional area, from 07 to 09 o'clock, , within 8 inches of joint: YES / heavy |
| | <u>108.20</u> | Deposits Attached Encrustation, 0 %of cross sectional area, from 07 to 09 o'clock, , within 8 inches of joint: YES / heavy |
| | <u>111.20</u> | Deposits Attached Encrustation, 5 %of cross sectional area, from 07 to 09 o'clock, , within 8 inches of joint: YES / heavy |
| | <u>115.40</u> | Infiltration Stain, from 04 to 06 o'clock, within 8 inches of joint: YES |



City :
Tel :
Fax :
Email :

Inspection Report

| | | | | | |
|-----------|--------------|-----------|-----------------------------|------------------------------------|----------------|
| Date : | Job number : | Weather : | Operator : Andrew | Counter : 1 | Section name : |
| Present : | Vehicle : | Camera : | Preset : | Cleaned : Heavy Cleaning | Rate : |

| 1:90 | Position | Observation |
|------|----------|---|
| | 119.40 | Crack Multiple, from 11 to 01 o'clock, within 8 inches of joint: YES |
| | 131.40 | Surface Aggregate Visible, from 12 to 12 o'clock, within 8 inches of joint: YES |
| | 134.50 | Joint Separated Large |
| | 137.30 | S2 Joint Separated Large, Start |
| | 140.30 | Fracture Longitudinal, at 12 o'clock, within 8 inches of joint: YES |
| | 143.40 | Hole Void Visible, from 10 to 02 o'clock, within 8 inches of joint: YES |
| | 144.00 | Downstream Manhole, Survey Ends / at outfall/3' short |
| | 144.00 | F2 Joint Separated Large, Finish |
| | 144.00 | F1 Joint Separated Medium, Finish |

| | | | | | | | |
|------|------|-----|-----|-----|------|------|------|
| QSR | QMR | SPR | MPR | OPR | SPRI | MPRI | OPRI |
| 5441 | 2A00 | 72 | 24 | 96 | 1.71 | 2 | 1.78 |

City Commission Regular Meeting

Agenda Item # 11. j.

Meeting Date: 12/19/2016

Re: Contractual Agreement for Lincoln Park Main Street

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

SUBJECT:

Approve Contractual Agreement for Lincoln Park Main Street to receive funding through Community Development Block Grant funds as approved in 2016-2017 CDBG Action Plan in the total amount of \$50,000.

SUMMARY:

2016-2017 CDBG Action Plan included funding Lincoln Park Main Street as they serve as a Community Based Development Organization (CBDO). This agenda item is for the approval by the Commission of the CBDO contractual agreements for the 2016-2017 program year.

RECOMMENDATION:

Approve the contractual agreement for Lincoln Park Main Street.

ALTERNATIVES:

Do not approve the contractual agreement.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Manager

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016
Account: 10390025548310
Amount: 50,000

FISCAL IMPACT:

These expenditures will be reimbursed to the City via 2016-2017 Community Development Block Grant (CDBG) funds.

Attachments

LPMS Contract

Form Review

| Inbox | Reviewed By | Date |
|--------------------|--------------------|---------------------|
| Purchasing | Tony Barnes | 12/07/2016 10:27 AM |
| Finance Department | Johnna Morris | 12/09/2016 12:41 PM |

City Manager
Form Started By: Libby Woodruff
Final Approval Date: 12/13/2016

Nick Mimms

12/13/2016 11:01 AM
Started On: 11/29/2016 02:28 PM



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

FROM : James M. Messer, City Attorney

RE : Lincoln Park Main Street – CDBG Sub Award Contractual Agreement

DATE : November 29, 2016

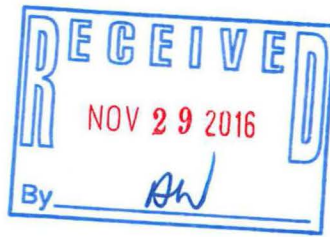
This memorandum contains the CDBG Sub Award Contractual Agreement for Lincoln Park Main Street. The attached document has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

JM:aw

Attachment

C: Rebecca Grohall, Planning Director
Libby Woodruff, Urban Redevelopment Manager



CITY ATTORNEY USE ONLY

| | |
|----------------|----------|
| Date Received: | 11/29/16 |
| Assigned To: | stark |
| File: | |
| Due Date: | |
| Hours: | 1.0 |

REQUEST FOR LEGAL SERVICES

To: CITY ATTORNEY

SUBMITTED BY: LIBBY WOODRUFF, URBAN REDEVELOPMENT MANAGER *lw*

THROUGH: REBECCA GROHALL, PLANNING DEPARTMENT DIRECTOR *RG*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER *NCM*

RE: LINCOLN PARK MAIN STREET – CDBG SUB AWARD CONTRACTUAL AGREEMENT

DATE: NOVEMBER 23, 2016

RECEIVED
TIME

NOV 28 2016

CITY OF FORT PIERCE
CITY MANAGER'S OFFICE

Service Required: (please circle or underline)

Review Documents Draft Document Written Opinion Requested

Attend Meetings Advise Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Seeking Legal Dept. approval of CDBG Sub Award Contractual Agreement for Lincoln Park Main Street (LPMS) for 'form and correctness.'
- Discussion of the implications and the possible impact if not apparent from preceding information:** Form and Correctness approval from Legal is required before contractual agreements can be processed.
- Time considerations and their significance:** Timely consideration is requested as the CDBG 2016-2017 Action Plan provides this activity payable to LPMS in quarterly payments and we are currently in the first quarter of program year.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, City funds are required. This activity was approved by the City Commission on 8/1/16 and the US Department of Housing and Urban Development (HUD) approved it 11/11/16.

5. Factual background: (Outline the facts related to the underlying matter to provide context for the request.)

- Location – Lincoln Park Main Street – 1234 Avenue D
- Phase of Construction – N/A
- Parties Involved – City of Fort Pierce Department of Urban Redevelopment; Fort Pierce Main Street

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder’s response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- FL State Statute
- Ordinance Number
- **Contract**

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

This contractual agreement has been approved by previous City Legal staff for the past 4 years.

8. If this is a request for review of a contract, provide the following:

- a. List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Attorney Rob Schwerer has previously approved this document for form and correctness at least four (4) times. This is the same contractual agreement template that has been used by the City of Fort Pierce for Sub Awards to both Main Street Fort Pierce and Lincoln Park Main Street since funding through CDBG was allocated to support these organizations four (4) years ago. The business terms and conditions in this document were approved by previous City Attorney Rob Schwerer.
- b. Insurance requirements that differ from the City’s template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) Insurance requirements listed in this document do not differ from the City’s template insurance terms.

| CITY ATTORNEY USE ONLY | | | |
|------------------------|------|-------------------|----------|
| Routed for Review | Date | Response Deadline | Response |
| | | | |

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Lincoln Park Main Street**, Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

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

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS, the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

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

1. Scope of Service:

- A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

The Subrecipient certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

B. Program Delivery:

Activities will take place within the Main Street Fort Pierce target area in the City of Fort Pierce, Florida.

C. Levels of Accomplishment:

Please see **Attachment A** for a complete breakout of Accomplishment Levels, listed in the Lincoln Park Main Street 2016-2017 Work Plan

D. Budget:

Please see **Attachment A** for a 2016-2017 Program Budget, listed in the Lincoln Park Main Street 2016-2017 Work Plan.

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2017**.

3. Compensation: The Subrecipient shall be paid **\$12,500** each quarter of Program Year 2016-2017 (Total - \$50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Main Street Fort Pierce 2016-2017 Work Plan (Attachment A).

4. In every case, Subrecipient will provide the following, along with completed Grant Reporting Form on the 1st day of each quarter of Program Year 2016-2017, for each activity:

- A. Receipts of payments, including invoices and cancelled checks;
B. Other related information, as requested

Grant Report Form signed by Subrecipient specifies and certifies that all expenses were expended by Subrecipient in conformance within the guidelines 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.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the 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, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

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

6. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.
7. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. General Terms and Conditions:
- A. The Subrecipient agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.
 - B. The 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.

10. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the 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.

11. 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 of 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.
- 7) Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.
- 8) 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.
- 9) 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.

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

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

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 WHEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
CITY OF FORT PIERCE

By: _____
Mayor Linda Hudson

ATTEST:

City Clerk

SUBRECIPIENT: Lincoln Park Main Street

By: _____
Signature – Bennie Clark

By: _____
Signature – Pamela Carithers

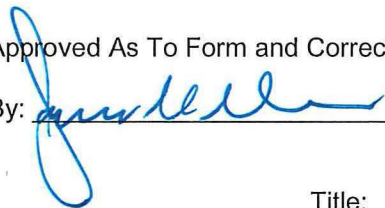
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Title: _____

Title: _____

Approved As To Form and Correctness:

By:  _____

Print: TAMARA M. HESTER _____

Title: 11/29/2016 _____

LINCOLN PARK MAIN STREET – 2016-2017 WORK PLAN

| Activities / Categories | Goals and Objectives | Cost | Projections | Timeline |
|---|--|---------|--|---------------------|
| <p><u>Economic Development/Restructuring:</u> Development of Business Association for Merchants Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Coordinate Association Breakfast Attend Informational small business Meetings | <p><u>Goal:</u> To continue to empower the organization with support; create a network for resources to strengthen the respective businesses. <u>Objective:</u> Support association of merchants and individuals in the LP Community & Northwest Fort Pierce</p> | \$2,400 | # of LMI Owned Businesses Assisted: 10 | Oct 2016 - Sep 2017 |
| <p><u>Promote City-Sponsored Seminars, Trainings/ Grant Opportunities for Small Businesses</u> Salary for Director to organize/plan/coordinate events:</p> <ul style="list-style-type: none"> Conduct periodic needs surveys for LP businesses Support/Promote Development of Ave D Bus Dist Support the Existing Business Community Enhance Lincoln Park Public Market Information, Referral, and Business Assistance Source for recruiting new businesses | <p><u>Goal:</u> Maintain files of data for potential new business prospects to locate in the Avenue D corridor and/or the Historic Lincoln Park District. Seek neighborhood grocery store, coffee shop). <u>Objective:</u> Create a viable business mix of restaurants, stores, shops, service shops, and grocery store on the Avenue D corridor.</p> | \$2,000 | # of LMI Owned Businesses Assisted: 20 | Oct 2016 - Sep 2017 |
| <p><u>Solar and Energy Loan Fund Workshops:</u> Salary for Director to organize/plan/coordinate events:</p> <ul style="list-style-type: none"> Coordinate Bi-Annual Events; Provide Breakfast | <p><u>Goal:</u> Business owners secure low interest energy loans <u>Objective:</u> Inform property owners - energy saving loans</p> | \$2,000 | # of LMI Businesses Assisted: 6 | Oct 2016 - May 2017 |
| <p><u>Monthly Newsletter</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Expand readership to Caribbean and Latin businesses Increase to 16-page newsletter template Include column and monthly column for City Feature business monthly from Merchant Assoc | <p><u>Goal:</u> Publish a monthly newsletter that informs, communicates and disseminates information about the Lincoln Park Community and educates the public on the history of the community <u>Objective:</u> Expand the readership of the newsletter and its advertisers to include Caribbean, Latino and Haitians</p> | \$9,000 | # of LMI Owned Businesses Featured: 12 | Oct 2016 - Sep 2017 |
| <p><u>Community Summerfest</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Partner w/City/County/Comm Orgs to promote event and Back 2 School Supplies give-a-way Bounce Houses; Art Tables; Face Painting; Literature Distribution, Food Vendors | <p><u>Goal:</u> Host a end of summer community event for youth and families in the community with food vendors and bounce houses. <u>Objective:</u> To create a holistic full day of activities to unite the community.</p> | \$3,500 | # of LMI Youth Participating: 750 | 7/29/2017 |
| Activities / Categories | Goals and Objectives | Cost | Projections | Timeline |

| | | | | |
|---|--|-------------|--|---------------------|
| <p><u>Electronic/Digital Presence</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> • Social Media highlighting one business per week; • Social Media Promos of City events and offerings • Website Monitoring and Updates; • Marketing/Promo materials | <p><u>Goal:</u> Continue branding the organization in the community using social media and highlight a business and its activities. <u>Objective:</u> Maintain visibility in the community through media content.</p> | \$1,600 | # of LMI Owned Businesses Featured: 40 | Oct 2016 – Sep 2017 |
| <p><u>Boots on the Ground Activities</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> • Organize committee with Boots on Ground • Merge efforts w/Boots on Ground • Identify architect to provide pro bono hours • Meet with City Planning Staff to develop/recommend appearance standards for restoration, renovations and new construction, including LEED standards • Develop plan for green space in Lincoln Park | <p><u>Goal:</u> Continue to play a key role in shaping the physical image of LP Community as a place for shops, investors, business owners, and visitors. Adopt a specific approach and an ambitious agenda for physical improvements to buildings, businesses and public improvements based on City zoning and historic preservation codes. <u>Objective:</u> Educate property owners about design & enhancing the image of each business and the district; provide good design advice.</p> | \$2,500 | # of Structures Evaluated: 12 # of LMI Owned Businesses Assisted: 9 | Oct 2016 - Sep 2017 |
| <p><u>Historic Preservation</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> • Engage owners of historic properties to begin process of historic designation • Work with City Historic Preservation Officer during historic preservation application process • Develop, submit applications to State Historic Preservation Offices | <p><u>Goals:</u> Apply for historic designation for properties in Lincoln Park area; four properties; Secure funding for improvements to Zora Neale Hurston Dusk Tracks Heritage Trail signage. <u>Objectives:</u> Preserve original structures located within the district; Increase awareness of cultural history in the district.</p> | \$4,500 | # of Historic Blds – 3 # of LMI Prop Owners – 3; # of Trails - 1 | Oct 2016 - Sep 2017 |
| <p><u>Christmas on Moore's Creek</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> • Partner with local community organizations to support the event • Decorations at Moore's Creek for the festive event sponsored by Fort Pierce Utilities Authority • Work Florida Health of St. Lucie County and Friends of St. Lucie County • Collaborate with City event planning team • Secure partnerships and letters of support | <p><u>Goal:</u> In partnership with the City of Fort Pierce, Florida Health of St. Lucie County, the American Legion, Fort Pierce Utilities Authority, Council on Aging and St. Lucie County to distribute free toys and food to children in the community during the Christmas Holiday season. <u>Objective:</u> To create a community festival for the Christmas season with entertainment, toy give-aways, food, bounce houses, cotton candy, and popcorn to families in the community.</p> | \$1,500 | # of LMI Youth Participating: 2,500 # LMI Individual Members: 3,000 | 12/17/16 |
| Activities / Categories | Goals and Objectives | Cost | Projections | Timeline |

| | | | | |
|--|---|----------|--|--|
| <p><u>Community Beautification</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Publicly held cleanups with Boots on Ground Collaborate w/City Public Works & Keep Fort Pierce Beautiful for annual City-wide cleanup event Assist City w/Lincoln Park Mural Project | <p><u>Goal:</u> Continue to identify commercial properties in need of beautification and work with property owners on a plan of action <u>Objective:</u> Continue to assist local groups in cleanup efforts of commercial sites in the Lincoln Park District.</p> | \$2,000 | # of LMI Property Owners: 10 | Oct 2016 - Sep 2017 |
| <p><u>Organization Growth/Memberships</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Outreach to various groups: Caribbean, Haitian and Latino business members in community Provide annual appreciation reception for members to network | <p><u>Goal:</u> Grow the organization membership and encourage support both financially and through volunteerism. <u>Objective:</u> Increase participation in the Lincoln Park Main Street Organization</p> | \$2,000 | # LMI Businesses 10; # LMI Members: 25 | Jan 2016 – Jul 2017 Jan 2017 – Jul 2017 |
| <p><u>Annual Small Business Trade Show / Summit</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Promote and Encourage Small Business Participation Collaborate with City for outreach and participation Partner with SCORE & other business educational organizations Secure sponsorships from business community | <p><u>Goal:</u> Provide a resource for businesses to network <u>Objective:</u> Create an annual event that attracts the community at large for the sole benefit of small business promotion and growth.</p> | \$2,000 | # LMI Small Businesses Attending: 15 | Sep 25, 2017 |
| <p><u>Collaborative City Economic Development Activities</u> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> Highwaymen Heritage Trail Festival, Art Show Provide Technical Assistance to local businesses for grant application Community-wide Job Fair Business Educational Workshops with SCORE Mural Projects Other Projects, as Scheduled | <p><u>Goals:</u> Jump start economic development and tourism by promoting district's rich cultural heritage; encourage employment opportunities; and promote City offerings. <u>Objectives:</u> Develop annual events that attract the community and promote tourism in the area; help re-brand the Avenue D corridor; promote employment and small business capacity and sustainability enhancements.</p> | \$15,000 | # Small LMI Businesses Participating – 30 # of Cultural Arts Events - 1 | Oct 2014 - Sep 2015 |

City Commission Regular Meeting

Agenda Item # 11. k.

Meeting Date: 12/19/2016

Re: Lot Clearing Lien - 325 S 13th Street

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

SUBJECT:

Waive interest, penalties, and administrative fees in the amount of \$472.96 associated with lot clearing lien against 325 South 13th Street, Fort Pierce, FL 34950 Parcel ID Number 2409-424-0003-000-4 owned by Jean M. Dantilus, 325 South 13th Street, Fort Pierce, FL 34950 contingent upon payment of \$153.47.

SUMMARY:

Mr. Dantilus has lived at this address for over 4 years. He is requesting the interest, penalties and administration charges be waived so that he can satisfy this lien in order to obtain financing to renovate the property.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and administrative fees in the amount of \$472.96 contingent upon payment of balance in the amount of \$153.47.

ALTERNATIVES:

- Deny request.
- Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N: 2017
Amount: 153.47

OTHER INFORMATION:
\$153.47 to the general fund.

Attachments

- Request for Reduction
 - Tax Card
 - Breakdown
-

Form Review

Inbox

City Manager

Form Started By: Collen Greer

Final Approval Date: 12/13/2016

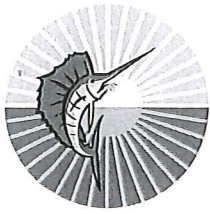
Reviewed By

Nick Mimms

Date

12/13/2016 11:01 AM

Started On: 11/22/2016 02:47 PM



THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

City Comm ~~Nov 21, 2016~~ Dec 19
6:30pm

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

| | | | | | |
|--|--|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Date: | 11-08-2016 | | | | |
| Property address: | 325 South 13th St Fort Pierce, FL 34950 | | | | |
| Owner(s) of record: | Jean M Dantilus | | | | |
| Mailing address: | 325 South 13th St Fort Pierce, FL 34950 | | | | |
| Property tax ID #: | 2409-424-0003-000/4 | | | | |
| Original purchase date: | 08-13-2012 | Original purchase price: | 10,400. ⁰⁶ | | |
| Property is used for: | <input checked="" type="checkbox"/> Single Family | <input type="checkbox"/> Multi-family | <input type="checkbox"/> Commercial | <input type="checkbox"/> Industrial | <input type="checkbox"/> Vacant Lot |
| Name of person requesting reduction: | Jean M Dantilus | | Relationship to owner(s): | SELF | |
| Telephone #: | 772 353-1634 | | Mobile phone #: | 772 353-1634 | |
| E-mail: | jdantilus@yahoo.com | | Preferred contact method: | mail mail | |
| What are owner(s) intentions for property: | See Homestead exemption. Primary Residence for over 4 years | | | | |
| Are there current code violations? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | Explain: (please attached notice) | | |
| Is property listed for sale? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | If yes, what is listing price? | | |
| Is property under contract for sale? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | If yes, what is the sale price? | | |

| | |
|---|------------------|
| City incurred charges (lot clearing, demolition, etc) | \$ 153.47 |
| Administrative fees | \$ 300.00 |
| Interest | \$ 144.31 |
| Penalties | \$ 2865 |
| TOTAL AMOUNT DUE TO CITY | \$ 626.43 |
| DOLLAR AMOUNT REQUESTING TO BE WAIVED | \$ 472.96 |
| DOLLAR AMOUNT I AGREE TO PAY | \$ 153.47 |

Jean M Dantilus 11-14-2016 Jean M DANTILUS
 Signature of Owner or Representative Date Printed Name



THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT

Florida

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 325 South 13th St Fort Pierce, Florida 34950
Property Owner: Jean M Dantilus
Mailing Address: 325 South 13th St Fort Pierce, Florida 34950
Telephone #: 772 353-1634 Cell Phone #: 772 353-1634
E-Mail Address: jdantilus@yahoo.com
Is the property in compliance? Yes If no, please explain in the narrative of your request.

I, Jean M Dantilos, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

We have an open permit to renovate this Property
We need some finance to terminate our Renovation.
We Respectfully Requesting to rescind the lien on
this Property to be able to apply for some financing.

Date: 11-14-2016

Signed: Jean M Dantilos

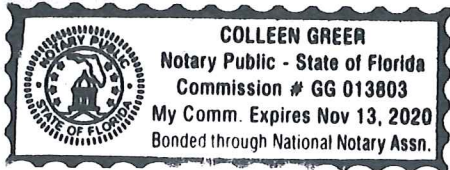
Print Name: Jean M DANTILOS

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Jean Murat Dantilos who acknowledged before me that the information contained herein is true and correct. He or She is is not personally known to me and has produced FLDL D531-473-70-422-0 as identification.

SWORN TO AND SUBSCRIBED before me this 14th day of November, 2016.



Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: _____

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

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

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

Jean M Dantilus 11-14-2016 JEAN M DANTILUS
Signature of Owner or Representative Date Printed Name

COFP – APPLICATION PROCESS DETERMINATION

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

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

City Representative Date Printed Name

Property Identification

Site Address: 325 S 13th ST Parcel ID: 2409-424-0003- Account #: 21022 Sec/Town/Range:
 000-4 09/35S/40E
 Map ID: 24/09S Zoning: R4 Use Type: 0100 Jurisdiction: Fort Pierce

Ownership

Jean M Dantilus
 325 S 13th St
 Fort Pierce, FL 34950

Legal Description

9 35 40 BEG ON W LI OF 13 ST, 379.75 FT N OF
 DELAWARE AV, THRUN W 138 FT, TH N 61.65 FT, TH E
 138 FT, TH S 61.65 FT TO POB (OR 3417-2209)

Current Values

Just/Market: \$52,900 Assessed: \$45,474
 Exemptions: \$25,000 Taxable: \$20,474

Historical Values 3-year

| Year | Just/Market | Assessed | Exemptions | Taxable |
|------|-------------|----------|------------|----------|
| 2016 | \$52,900 | \$45,474 | \$25,000 | \$20,474 |
| 2015 | \$45,900 | \$45,158 | \$25,000 | \$20,158 |
| 2014 | \$44,800 | \$44,800 | \$25,000 | \$19,800 |

Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|------------|-------------|-----------|------|---------------------------------|-----------|
| 08-03-2012 | 3417 / 2209 | 0111 | TD | Bryan,Dean | \$10,400 |
| 05-09-2005 | 2239 / 0915 | XX01 | QC | D & D Funding Group Inc, | \$100 |
| 09-17-2004 | 2076 / 1281 | XX00 | WD | Innovative Real Estate Solutio, | \$110,000 |

Primary Building Information

Finished Area of this building: 2,623 SF
 Gross Area of this building: 3,087 SF

Exterior Data

View: Roof Cover: Fibrglss Shg Roof Structure: Hip Building Type: HD
 Year Built: 1947 Frame: Grade: D Effective Year: 1976
 Primary Wall: CB Stucco Story Height: 1 Story No. Units: 1 Secondary Wall:

Interior Data

Bedrooms: 3 A/C %: 0% Electric: MAXIMUM Primary Int Wall:
 Full Baths: 2 Heated %: 0% Heat Type: Avg Hgt/Floor: 0
 Half Baths: 0 Sprinkled %: N/A% Heat Fuel: Primary Floors: Double Pine



Total Areas

| | |
|--------------------------|-------|
| Finished/Under Air (SF): | 2,623 |
| Gross Area (SF): | 3,087 |
| Land Size (acres): | 0.2 |
| Land Size (SF): | 8,515 |
| Total Building Count: | 1 |

Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|------|-----|-------|----------|
|------|-----|-------|----------|

This information is believed to be correct at this time but it is subject to change and is not warranted.
 © Copyright 2016 Saint Lucie County Property Appraiser. All rights reserved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: LOT CLEARING LIEN REDUCTION

Address: 325 South 13th Street, Ft. Pierce, FL 34950

Parcel ID#: 2409-424-0003-000-4

Owner: Jean M. Dantilus

DATE: December 19, 2016.

The following is a breakdown of the above property:

| Description | Costs (General Fund) | Interest & Penalties | Administrative Fees |
|-------------------|----------------------|----------------------|---------------------|
| Lot Clearing Lien | \$153.47 | \$172.96 | \$300.00 |
| | | | |
| | | | |
| TOTAL | \$153.47 | \$172.96 | \$300.00 |

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

\$472.96

CANNOT BE WAIVED (ALL LOT CLEARING COSTS)

\$153.47

\$626.43

City Commission Regular Meeting

Agenda Item # 11. I.

Meeting Date: 12/19/2016

Re: Easement for Unintended Encroachments/Revocable Encroachment Permit

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

SUBJECT:

Approve execution of an Easement for Unintended Encroachments/Revocable Encroachment Permit for loading dock located at 130 N 2nd Street.

SUMMARY:

Request has been made by Frank Fee, counsel for Kraaz & Kraaz Finance, LLC, with regard to unintended encroachment of a loading dock at 130 N 2nd Street. Mr Fee requests that the city grant an easement for the unintended encroachment.

RECOMMENDATION:

City of Fort Pierce grant the easement for unintended encroachment/revocable encroachment permit.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

City Attorney, City Clerk' Office, Planning Department

Fiscal Impact

OTHER INFORMATION:

No fiscal Impact

Attachments

Easement for Unintended Encroachment

Form Review

Inbox

City Manager

Form Started By: Kay Czarnecki

Final Approval Date: 12/13/2016

Reviewed By

Nick Mimms

Date

12/13/2016 11:00 AM

Started On: 11/30/2016 12:53 PM



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 : Easement for Unintended Encroachments/Revocable Encroachment Permit

DATE : November 22, 2016

RECEIVED
TIME _____

NOV 22 2016

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

This office received a request from Frank Fee, counsel for Kraaz & Kraaz Finance, LLC, through the Planning Department, regarding certain encroachments of the building located at 130 North 2nd Street on City property shown in the attachments. Mr. Fee requested that the City grant an easement for the unintended encroachments. Attached is the original request.

The City Clerk alerted us that one of the encroachments, a loading dock, was the subject of a lease agreement with the City and the previous owner of the building back in 1995. Based on this information, we prepared a revocable encroachment permit for the loading dock and an easement for the remaining minor encroachments shown in the survey attached to the documents.

The City Manager, Planning Manager, Public Works Manager, and City Engineer each reviewed the request and approved the grant of such as shown in the attached.

The attached Easement for Unintentional Encroachments and Revocable Encroachment Permit are approved as to legal form and correctness by this office and are forwarded to your office for Commission approval. Originals will be forwarded to the City Clerk for signature once approved. Also attached is a certificate of insurance naming the City as an additional insured.

Please contact this office should you have any comments or inquiries on the matter.

Attachments

cc: Linda Cox, City Clerk
Rebecca Grohall, Planning Manager
Sheritta Johnson, Risk Manager

OIC/
[Signature]
11/28/16

FEE, DeROSS & FEE
An Affiliation of Professional Corporations
ATTORNEYS AT LAW

SINCE 1905

426 AVENUE A
FORT PIERCE, FLORIDA 34950

POPPELL HOUSE
A Designated Historic Property

FRED FEE (1888-1939)
FRANK FEE (1913-1983)

TELEPHONE
(772) 461-5020
FACSIMILE
(772) 468-8461

FRANK H. FEE, III
FRANK H. FEE, IV
of FEE & FEE, P.L.L.C.

JOSEPH J. DeROSS, JR.
of JOSEPH J. DeROSS, JR., P.A.

Writer's Email
ffee@feederossfee.com

January 6, 2016

Ms. Rebecca Grohall
City of Fort Pierce
100 North U. S. Highway 1
Fort Pierce, Florida 34950

Re: Kraaz & Kraaz Finance, LLC

Dear Ms. Grohall:

I am counsel to Kraaz & Kraaz Finance, LLC, whose principal is Hans Kraaz.

Kraaz & Kraaz has just completed the purchase of the original J. C. Penney building located at 130 North 2nd Street, in the City. This building was constructed at least 40 years ago, and was last owned before conveyance to Kraaz & Kraaz Finance by Greatfield Development (USA), LLC.

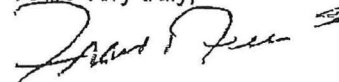
A recent survey of the property, copy enclosed, reflects one encroachment into the alley adjacent on the East of the building, and a second encroachment for a loading dock that consumes the entire alley and encroaches onto the parking lot that is believed to be owned by the City of Fort Pierce. These improvements have been in place for many years, and appear to go back to the original construction of the building.

My purpose in writing is to satisfy the requirements of the mortgage lender that provided financing for the purchase of the building. Presuming the City has discerned no harm from these improvements where located as part of the building, and recognizes their need to remain, our request is that the City grant an easement for un-intended encroachment in order to cure each of them. The easement could be combined with agreement by the grantee that the improvements, particularly the loading dock, not be restored where located in the event the building is demolished or substantially reconstructed following a casualty.

Please consider this matter and let me know the City's position as to how we might proceed to satisfy the lender's requirements. Also, if we need to consult another City official, please advise.

Thank you.

Yours very truly,



Frank H. Fee, III

FHF:cs
cc: Nick Mimms, City Manager

FEE, DeROSS & FEE, P. L.
An Affiliation of Professional Corporations
ATTORNEYS AT LAW

SINCE 1905

426 AVENUE A
FORT PIERCE, FLORIDA 34950

POPPELL HOUSE
A Designated Historic Property



FRANK H. FEE, III
FRANK H. FEE, IV
of FEE & FEE, P.L.L.C.

JOSEPH J. DeROSS, JR.
of JOSEPH J. DeROSS, JR., P.A.

Writer's Email
ffee@feederossfee.com

FRED FEE (1888-1939)
FRANK FEE (1913-1983)

TELEPHONE
(772) 461-5020
FACSIMILE
(772) 468-8461

June 27, 2016

Jim Messer, Esquire
Fort Pierce City Attorney
100 North U. S. Highway 1
Fort Pierce, FL 34950

Re: Easement for Unintended Encroachments/Kraaz & Kraaz Finance, LLC

Dear Jim:

Back in January, I forwarded a letter and copy of survey to Rebecca Grohall outlining the problem created by certain encroachments disclosed by a recent survey of the building located on the Northeast corner of 2nd street and Avenue A. A copy of the letter and survey are enclosed for your ready reference.

Since January, this matter has been on my to-do list, as Rebecca promptly advised that she would be pleased to receive a proposed form from me to effect cure.

Now that you are on board with the City, I wanted to send the proposed form through you and your staff.

No particular pride in authorship; "mark up" the document as you wish, if you agree with Rebecca that a terminable easement is an appropriate cure.

Thanks for your attention to this matter.

Yours very truly,

A handwritten signature in black ink that reads "Speed Fee".

Frank H. Fee, III

FHF:cs
cc: Rebecca Grohall, w/encs.
Nick Mimms, w/encls.

DATE: July 1, 2016
FROM: City Attorney
RE: Easement for Unintended Encroachment
RESPOND BY: COB July 8, 2016

Please review the enclosed letter and attachments from Speedy Fee regarding certain encroachments of the building located at the Northeast corner of 2nd Street and Avenue A. Provide any comments on the subject matter in the departmental response field below.

This form can be signed and completed electronically by clicking on the signature field and typing your response below.

Please contact this office if you have further comments or inquiries concerning this matter.

PLEASE SIGN TO INDICATE REVIEW AND APPROVAL

nmimms Digitally signed by nmimms
 DN: cn=nmimms, ou=Default Resources, o=Hayes
 Computer Systems, c=US
 Date: 2016.07.11 09:29:28 -0400

| CITY MANAGER | | DATE | |
|--------------------------|-----------------|--------------------------|------------------------|
| <input type="checkbox"/> | BUILDING | <input type="checkbox"/> | INFORMATION TECHNOLOGY |
| | DATE | | DATE |
| <input type="checkbox"/> | CITY CLERK | <input type="checkbox"/> | MARINA |
| | DATE | | DATE |
| <input type="checkbox"/> | CODE | <input type="checkbox"/> | PLANNING |
| | DATE | | DATE |
| <input type="checkbox"/> | ENGINEERING | <input type="checkbox"/> | POLICE |
| | DATE | | DATE |
| <input type="checkbox"/> | FINANCE | <input type="checkbox"/> | PUBLIC WORKS |
| | DATE | | DATE |
| <input type="checkbox"/> | GOLF COURSE | <input type="checkbox"/> | PURCHASING |
| | DATE | | DATE |
| <input type="checkbox"/> | HUMAN RESOURCES | <input type="checkbox"/> | SUNRISE THEATRE |
| | DATE | | DATE |

DEPARTMENT RESPONSE:

The City Manager's Office has reviewed the situation and has no objection to the creation of an easement for the unintended encroachments identified in the attached documentation.

DATE: July 1, 2016
FROM: City Attorney
RE: Easement for Unintended Encroachment
RESPOND BY: COB July 8, 2016

Please review the enclosed letter and attachments from Speedy Fee regarding certain encroachments of the building located at the Northeast corner of 2nd Street and Avenue A. Provide any comments on the subject matter in the departmental response field below.

This form can be signed and completed electronically by clicking on the signature field and typing your response below.

Please contact this office if you have further comments or inquiries concerning this matter.

PLEASE SIGN TO INDICATE REVIEW AND APPROVAL

| | |
|--|---|
| <input checked="" type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> CITY MANAGER DATE | |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> BUILDING DATE | <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> INFORMATION TECHNOLOGY DATE |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> CITY CLERK DATE | <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> MARINA DATE |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> CODE DATE | <input checked="" type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> PLANNING DATE |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> ENGINEERING DATE | <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> POLICE DATE |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> FINANCE DATE | <input checked="" type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> mreals DATE <small>Digitally signed by mreals Date: 2016.07.08 05:39:20 -04'00'</small> |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> GOLF COURSE DATE | <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> PUBLIC WORKS DATE |
| <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> HUMAN RESOURCES DATE | <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> PURCHASING DATE |
| | <input type="checkbox"/> <input style="width: 100%; height: 20px; background-color: #e0f0ff;" type="text"/> SUNRISE THEATRE DATE |

DEPARTMENT RESPONSE:

The areas of concern have been in place since the construction of the building and to date have not presented a problem. Being that the areas are located on City property, the City should be named as an additional insured on their policy.

DATE: July 1, 2016
FROM: City Attorney
RE: Easement for Unintended Encroachment
RESPOND BY: COB July 8, 2016

Please review the enclosed letter and attachments from Speedy Fee regarding certain encroachments of the building located at the Northeast corner of 2nd Street and Avenue A. Provide any comments on the subject matter in the departmental response field below.

This form can be signed and completed electronically by clicking on the signature field and typing your response below.

Please contact this office if you have further comments or inquiries concerning this matter.

PLEASE SIGN TO INDICATE REVIEW AND APPROVAL

CITY MANAGER **DATE**

| | |
|--|---|
| <p><input type="checkbox"/> BUILDING DATE</p> <p><input type="checkbox"/> CITY CLERK DATE</p> <p><input type="checkbox"/> CODE DATE</p> <p><input type="checkbox"/> ENGINEERING DATE</p> <p><input type="checkbox"/> FINANCE DATE</p> <p><input type="checkbox"/> GOLF COURSE DATE</p> <p><input type="checkbox"/> HUMAN RESOURCES DATE</p> | <p><input type="checkbox"/> INFORMATION TECHNOLOGY DATE</p> <p><input type="checkbox"/> MARINA DATE</p> <p><input checked="" type="checkbox"/> Rebecca Grohall <small>Digitally signed by Rebecca Grohall DN: cn=Rebecca Grohall, o=City of Fort Pierce, ou=Planning, email=rgrohalla@city-fortpierce.com, c=US Date: 2016.07.01 14:57:58 -0400</small> 7/1/16 PLANNING DATE</p> <p><input type="checkbox"/> POLICE DATE</p> <p><input checked="" type="checkbox"/> PUBLIC WORKS DATE</p> <p><input type="checkbox"/> PURCHASING DATE</p> <p><input type="checkbox"/> SUNRISE THEATRE DATE</p> |
|--|---|

DEPARTMENT RESPONSE:



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida



To : James M. Messer, City Attorney

Thru: Nicholas Mimms, P.E., City Manager *AWC*

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

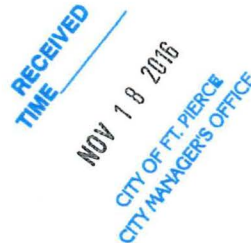
RE : Easement for Unintended Encroachments/Revocable Encroachment Permit

DATE : November 18, 2016

This office has reviewed the proposed easement for unintentional encroachments, and the revocable encroachment permit for the building located at 130 N 2nd Street and are in agreement with granting such.

If you have any further questions, please do not hesitate to contact this office.

JRA/jb





KRAAZ-1

OP ID: R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2016

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

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

| | | |
|--|---|------------------------------------|
| PRODUCER The McCall Agency, Inc. 1120 20th Place Vero Beach, FL 32960 Ronald McCall III | CONTACT NAME: Ronald R. McCall, II PHONE (A/C, No, Ext): 772-562-4477 E-MAIL ADDRESS: rmccall2@mccallagencyinc.com | FAX (A/C, No): 772-562-1324 |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Insurance Co. | |
| INSURED Kraaz & Kraaz Finance LLC 201 S 2nd St, Ste. 206 Fort Pierce, FL 34950 | INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |

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


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | | BLS57413772 | 06/30/2016 | 06/30/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

City of Fort Pierce and its members, officer, officials and employees are listed as Additional Insured with respects to partial encroachment of structure for property: 130 N 2nd St, Fort Pierce, FL 34950

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| CITYFTP City of Fort Pierce 100 N US-1 Fort Pierce, FL 34950 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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Prepared by and when recorded return to:
James M. Messer, City Attorney
City of Fort Pierce
100 N. US 1
Fort Pierce, Florida 34950
Telephone: 772-467-3000

EASEMENT FOR UNINTENTIONAL ENCROACHMENTS

THIS EASEMENT FOR UNINTENTIONAL ENCROACHMENTS (“Easement”), made this _____ day of _____, 2016, by the City of Fort Pierce, a municipal corporation organized and existing under the laws of the State of Florida, Grantor (“City”), whose address is 100 North U.S. Highway No. 1, Fort Pierce, Florida 34950, to and for the benefit of Kraaz & Kraaz Finance, LLC, a Florida limited liability company, Grantee (“Kraaz”), whose address is 124A North 2nd Street, Fort Pierce, Florida 34950.

WHEREAS, Kraaz is the owner in possession of the former J. C. Penny building located at 130 North 2nd Street, Fort Pierce, Florida, last owned and conveyed to Kraaz by Greatfield Development (USA), LLC; more particularly described as follows:

The North 95 feet of Lots 1 & 2 and all of Lot 3, Block G, AARON LEE’S MAP OF FORT PIERCE, FLORIDA, according to the plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida

and

WHEREAS, Kraaz has determined from recent survey prepared by Nexgen Surveying, LLC, dated 12.09.2015 (“Survey”), attached hereto as Exhibit “A”, that slight encroachments of the building into the sidewalk adjacent on the North, into the alley adjacent on the South, and of the loading dock into the alley and parking lot of City, adjacent on the East, exist and have been in place for many years; and

WHEREAS, the parties have determined that the encroachment of the loading dock was intentional and is not included as a subject of this Easement, but is permitted under a separately recorded Revocable Encroachment Permit between Kraaz and City;

WHEREAS, City has issued recent permits and approvals for occupancy of the building for business purposes of the tenant of Kraaz, and the mortgage lender of Kraaz requires technical cure of the encroachments for the benefit of Kraaz and its tenant by the Exhibit “A” survey; and

WHEREAS, City has determined that no harm is caused by the unintentional encroachments that have existed for many years, and that cure of the same is impractical and unduly costly.

NOW, THEREFORE, WITNESSETH, that the City, for and in consideration of the premises above set forth and the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, hereby grants, conveys, releases and confirms unto Kraaz, an Easement for those unintended building encroachments now existing as disclosed by Exhibit “A”, Survey, excluding the loading dock encroachment into the alley and parking lot of City which is permitted under a separately recorded

Revocable Encroachment Permit, on the condition subsequent that should the building improvements situate upon the described land be demolished, that this Easement shall cease and determine.

TO HAVE AND TO HOLD this Easement for the duration stated.

By the acceptance and recording of this Easement, Kraaz agrees to indemnify and save harmless the City from and against any and all damages, injuries, losses, claims, demands or costs arising from, related to or resulting from the use of the Easement by Kraaz, its officers, representatives, employees, subcontractors, lessees, tenants or agents.

IN WITNESS WHEREOF, City has signed and sealed these presents on this, the day and year first above written.

CITY:

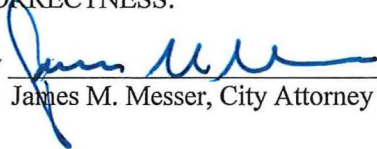
Signed in the Presence of:

By: _____
Linda Hudson, Mayor

Witness
Print Name: _____

Witness
Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By  _____
James M. Messer, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this ____ day of _____, 2016, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this ____ day of _____, 2016.

Notary SEAL/STAMP

Notary Signature

Notary Printed Name

Notary Public, State of _____
My Commission expires _____

LEGAL DESCRIPTION:

NORTH 95 FEET OF LOTS 1 AND 2, AND ALL OF LOT 3, BLOCK G, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

CERTIFIED TO:

M&T BANK, ITS SUCCESSORS AND ASSIGNS
KRAAZ AND KRAAZ FINANCE, LLC
ALLAN FALK P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE:

ZONE: B
PANEL: 12111C-0179J-J
EFFECTIVE: 2/16/2012

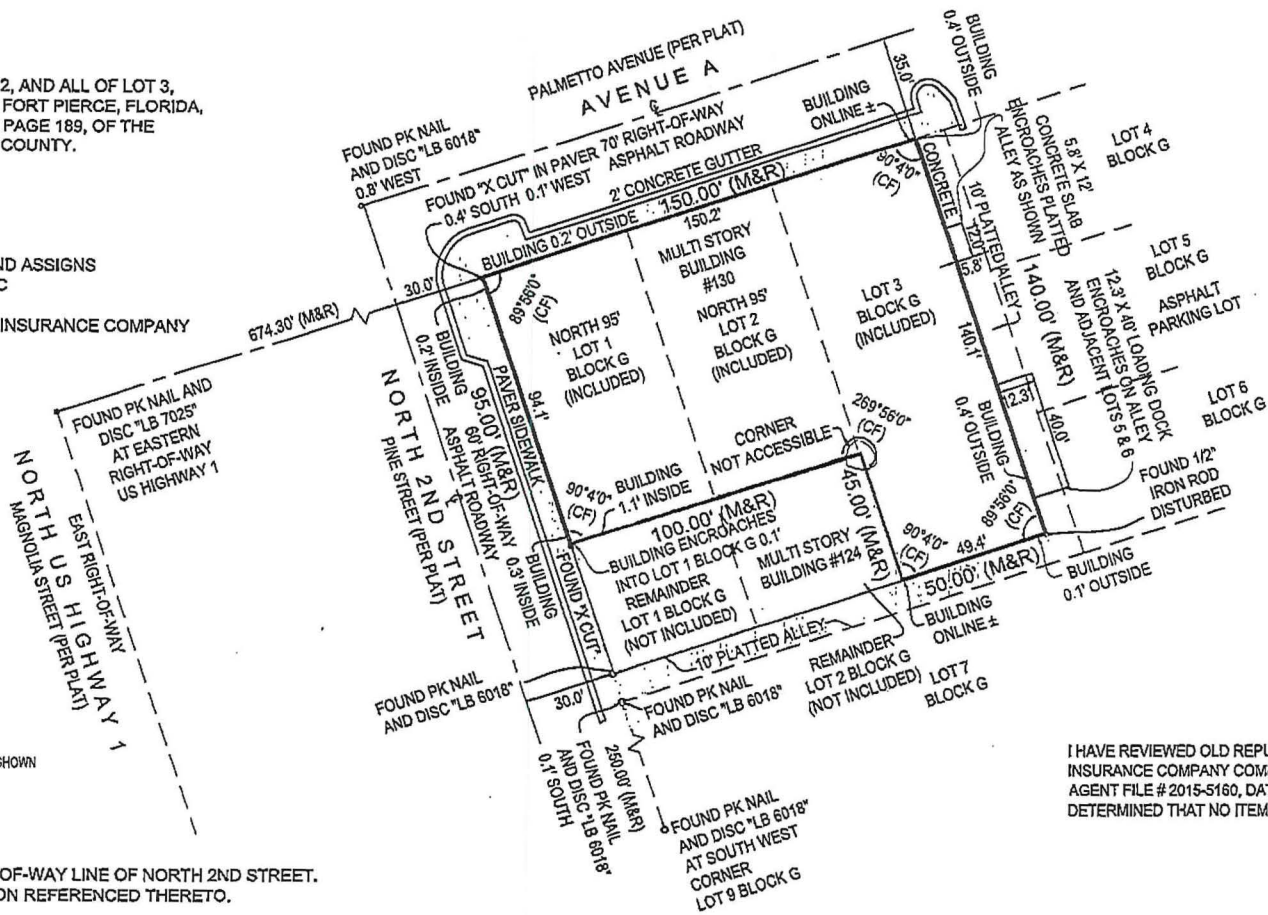
SITE ADDRESS:

130 NORTH 2ND STREET
FORT PIERCE, FL
34950

SURVEY NOTES:

- BUILDING ENCROACHES BEYOND BOUNDARY LINE AS SHOWN

BEARING REFERENCE: NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET.
ALL ANGLES SHOWN HEREON REFERENCED THERETO.



AERIAL PHOTOGRAPH
(NOT TO SCALE)



I HAVE REVIEWED OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT, SCHEDULE B-2, AGENT FILE # 2015-5160, DATED 10/16/2015 AND HAVE DETERMINED THAT NO ITEMS WERE PLOTTABLE.

LB 8111



1973 PGA BLVD SUITE C
NORTH PALM BEACH, FL 33408
www.NexGenSurveying.com

PHONE: 561.508.6272
FAX: 561.508.6309

Boundary Survey

of
130 NORTH 2ND STREET
FORT PIERCE, FLORIDA 34950

for
KRAAZ AND KRAAZ FINANCE, LLC

- C - CALCULATED
- R - RECORD
- M - MEASURED
- P - PLATTED
- WM - WATER METER
- XXX - TOPOGRAPHIC ELEVATION

- ASPHALT
- CONCRETE
- PAVERBRICK
- WOOD
- UTILITY POLE
- MANHOLE
- CENTER LINE
- CATCH BASIN
- FIRE HYDRANT
- LIGHT POLE
- WELL
- WATER VALVE

**Clyde
McNeal**

Digitally signed by Clyde
McNeal
DN: cn=Clyde McNeal,
o=NexGen Surveying, LLC,
ou=Licensed Surveyor,
email=clyde@nexgensurvey
ing.com, c=US
Date: 2015.12.09 21:29:37 Z

Prepared by and when recorded return to:
James M. Messer, City Attorney
City of Fort Pierce
100 N. US 1
Fort Pierce, Florida 34950
Telephone: 772-467-3000

Parcel ID Number: 2410-503-0055-000-9

Property Legal Description: AARON LEE'S MAP OF FORT PIERCE BLK G N 95 FT OF LOTS 1 AND 2 AND ALL LOT 3 (MAP 24/10B) (OR 3818-2574)

Site Address: 130 N 2nd St., Fort Pierce, FL 34950

Present Owner(s) of Record: Kraaz & Kraaz Finance, LLC

REVOCABLE ENCROACHMENT PERMIT

City of Fort Pierce

THIS REVOCABLE ENCROACHMENT PERMIT ("Permit") is issued by the City of Fort Pierce, a Florida municipal corporation ("City"), to Kraaz & Kraaz Finance, LLC ("Permittee") to allow Permittee to encroach in, over, upon, or under City's property for the sole purpose of maintaining and utilizing a loading dock as depicted in Exhibit "A," which is attached hereto and incorporated herein, for the benefit of Permittee's property located at the street address 130 North 2nd Street, Fort Pierce, Florida 34950, and more fully described as follows:

The North 95 feet of Lots 1 & 2 and all of Lot 3, Block G, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, according to the plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida

This Permit is subject to the following requirements, conditions, restrictions, limitations and obligations:

1. **ENCROACHMENT.** Permittee shall maintain for its use only those improvements that are depicted and more fully described in the attached Exhibit "A" for the purpose of using and maintaining a loading dock, which encroaches upon City's existing property.
2. **TERM/REVOCATION.** This Permit shall run with the land and the terms and conditions set forth herein, and all of the duties and liabilities created hereby, shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. The permission granted by City for shared use of the existing described lands *is subject to revocation* by City upon written notice to the property owner of record, as listed in the public tax records. Revocation is effective at the time the written notice is issued. Furthermore, this Permit neither conveys to Permittee any right, title or interest in or to any of the legal or equitable property rights of City, nor serves as City's abandonment of its rights in and to the property being encroached upon.

If City exercises its right to revoke this Permit and provides Permittee with written notice of such revocation, Permittee and/or any successors, assigns or future holders of interest in the land shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at Permittee's sole cost and expense, within thirty (30) days of Permittee's receipt of City's written notice of revocation, unless the emergency of the situation requires the removal of the encroachment to be accomplished in a shorter period of time. Said written notice of City's revocation of this Permit shall be made by certified mail, return receipt requested, hand-delivery or personal service. In the event that removal of the encroachment(s) and restoration are not accomplished within thirty (30) days after Permittee's receipt of City's notice of revocation, City shall be hereby authorized to remove the encroachment(s). Permittee agrees to immediately reimburse City for any and all costs incurred for said removal and restoration. The City shall have the right to make an assessment against the real property and collect the costs of removal and restoration. The City shall have the right to make an assessment against the real property and collect the costs of removal and restoration in the same manner as general taxes are collected under state and local laws.

3. INDEMNIFICATION. Permittee releases, waives, relinquishes, discharges, holds harmless, and will indemnify City, its officers, elected officials, employees, agents, successors and assigns, from and against any and all claims, actions, damages, costs, losses, expenses, causes of action, demands and liabilities of any nature and character whatsoever, that Permittee may have, known or unknown, arising in any manner from or related to Permittee's construction, maintenance, repair, removal, or utilization of the above-described encroachment(s). The types of claims, actions, causes of action, demands and liabilities that are released, waived discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for any future revocation of this Permit by City, or acts of Permittee's contractors, agents, employees, members, invitees, and consultants. Further, Permittee understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

4. PRIORITY OF USE. This Permit is made subordinate to the right of City to use said property area for any purpose. It is understood and agreed that if City subsequently determines, in its sole discretion, to use or occupy the area of the encroachment, then the encroachment hereby authorized may be modified or removed completely. The public use and/or condition of the encroachment area shall be restored by spreading material uniformly over the site, and seed and sod as necessary, at Permittee's sole cost and expense, and to the satisfaction of the Public Works Director/City Engineer or City Manager. City's decision as to the necessity of restoring such public use, occupancy, or improvements shall be final and binding upon Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

5. NO PRECEDENT ESTABLISHED. This Permit is issued with the understanding that any action herein is not to be considered as establishing a precedent, as to the utility or the acceptability, of any permit to any other or future situation. Each approval of a Revocable Encroachment Permit will be determined on a case-by-case basis.

6. PERMITEE'S ACCEPTANCE OF PERMIT TERMS. As evidenced by the attached Exhibit "B," which is incorporated herein, Permittee agrees to and accepts the above terms, conditions and restrictions of this Revocable Encroachment Permit and acknowledges that said terms, conditions and restrictions shall run with Permittee's real property and be binding upon Permittee's heirs, legal representatives, members, assigns, and successors in interest.

CITY:

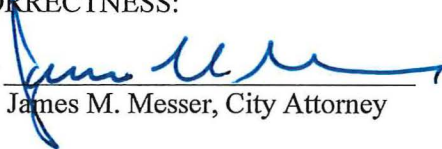
Signed in the Presence of:

By: _____
Linda Hudson, Mayor

Witness
Print Name: _____

Witness
Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By  _____
James M. Messer, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this _____ day of _____, 2016, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this _____ day of _____, 2016.

Notary SEAL/STAMP

Notary Signature

Notary Printed Name

Notary Public, State of _____
My Commission expires _____

LEGAL DESCRIPTION:

NORTH 95 FEET OF LOTS 1 AND 2, AND ALL OF LOT 3, BLOCK G, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

CERTIFIED TO:

M&T BANK, ITS SUCCESSORS AND ASSIGNS
KRAAZ AND KRAAZ FINANCE, LLC
ALLAN FALK P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE:

ZONE: B
PANEL: 12111C-0179J-J
EFFECTIVE: 2/16/2012

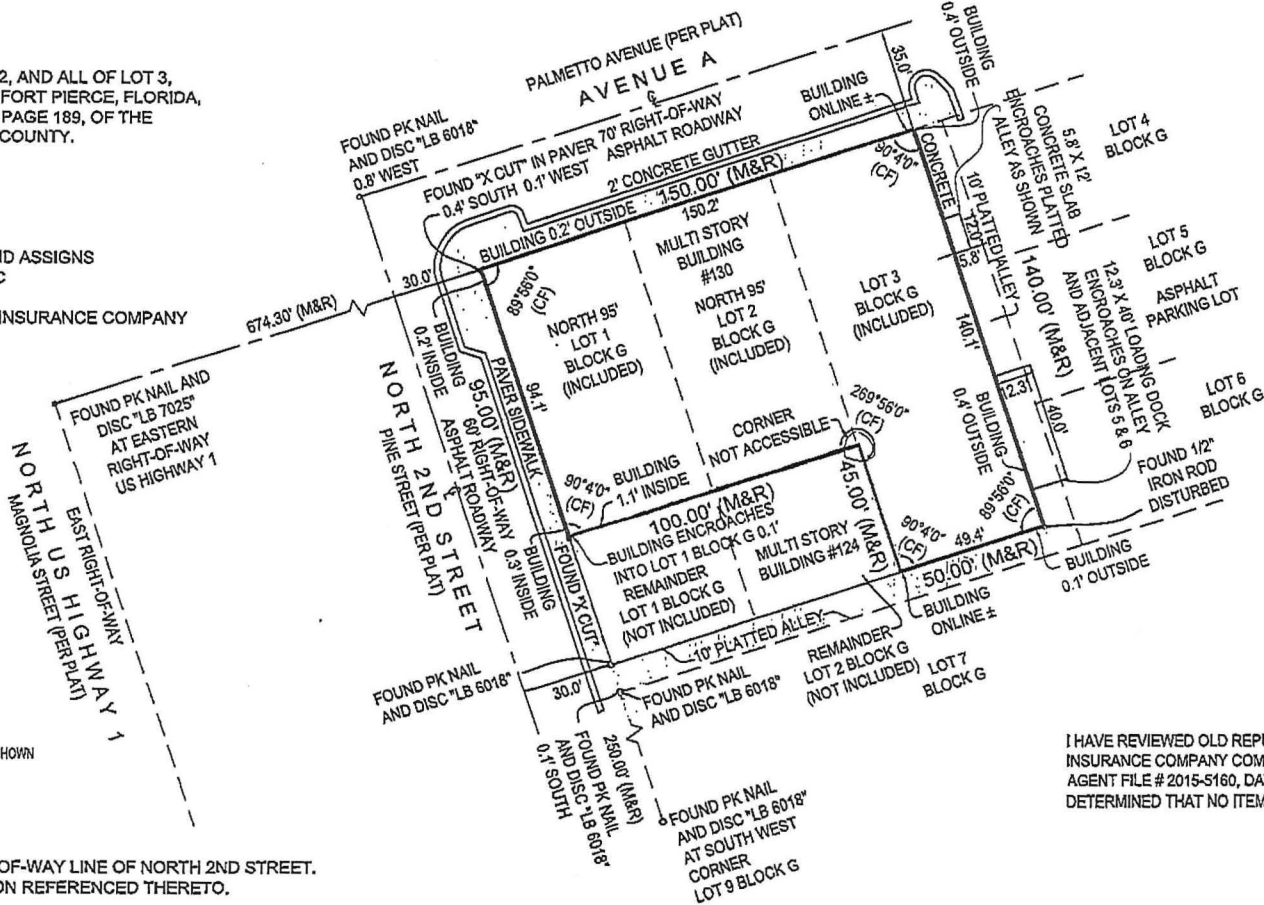
SITE ADDRESS:

130 NORTH 2ND STREET
FORT PIERCE, FL
34950

SURVEY NOTES:

- BUILDING ENCROACHES BEYOND BOUNDARY LINE AS SHOWN

BEARING REFERENCE: NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET.
ALL ANGLES SHOWN HEREON REFERENCED THERETO.



AERIAL PHOTOGRAPH
NOT TO SCALE



SCALE: 1"=40'

I HAVE REVIEWED OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT, SCHEDULE B-2, AGENT FILE # 2015-S160, DATED 10/16/2015 AND HAVE DETERMINED THAT NO ITEMS WERE PLOTTABLE.

LB 8111



1973 PGA BLVD SUITE C
NORTH PALM BEACH, FL 33408
www.NexGenSurveying.com

PHONE: 561.508.6272
FAX: 561.508.6309

Boundary Survey

of
130 NORTH 2ND STREET
FORT PIERCE, FLORIDA 34950
for

KRAAZ AND KRAAZ FINANCE, LLC

- C - CALCULATED
- R - RECORD
- M - MEASURED
- P - PLATTED
- WM - WATER METER
- XXX - TOPOGRAPHIC ELEVATION
- ASPHALT
- CONCRETE
- PAVER/BRICK
- WOOD
- UTILITY POLE
- MANHOLE
- CENTER LINE
- CATCH BASIN
- FIRE HYDRANT
- LIGHT POLE
- WELL
- WATER VALVE

Clyde McNeal

Digitally signed by Clyde McNeal
DN: cn=Clyde McNeal, o=NexGen Surveying, LLC, ou=Licensed Surveyor, email=clyde@nexgensurveying.com, c=US
Date: 2015.12.09 21:29:37 Z

REVOCABLE ENCROACHMENT PERMIT


Property Owner of Record: Kraaz & Kraaz Finance, LLC
Property Address: 130 N 2nd St., Fort Pierce, FL 34950

Exhibit "B"

Permittee hereby represents that it is the owner of the property for which the Revocable Encroachment Permit ("Permit") is being issued, and after reviewing the terms, conditions and restrictions of the Permit, accepts this Permit for which it has applied, and that it has read and knows the contents thereof, and for itself and its heirs, assigns and successors in interest, as owners or occupants of the parcel of land therein described, agree to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

If Permittee is a corporation or a limited liability company, Permittee also 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 Permittee has been duly authorized to act for and bind Permittee.

Dated this 28th day of October, 2016.

Signed in the Presence of:


Witness
Print Name: Brian Stone

CBerkeley

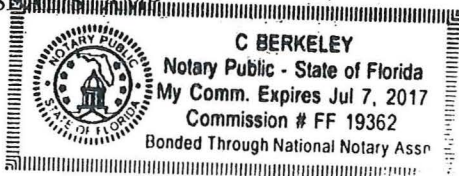
Witness
Print Name: Chris Berkeley


STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 28th day of October, 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Hans Kraaz, personally known to me or proven by producing the following identification _____ to be the person described in and who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid on this 28th day of October, 2016.

Notary SEAL/STAMP



PERMITEE:

By: _____
Print Name: Hans Kraaz
Title: MBR/MBR

CBerkeley
Notary Signature
Chris Berkeley
Notary Printed Name

Notary Public, State of FL
My Commission expires 7-7-17

City Commission Regular Meeting

Agenda Item # 11. m.

Meeting Date: 12/19/2016

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of \$1181.38 for Commissioner Perona to attend the FPPTA Trustee School in Orlando, Florida on January 29 - February 1, 2017.

SUMMARY:

Approval of travel expenses in the amount of \$1181.38 for Commissioner Perona to attend the FPPTA Trustee School in Orlando, Florida on January 29 - February 1, 2017.

RECOMMENDATION:

Approve travel request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Christina Paz, Retirement

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 60363005134020
Amount: 1181.38

OTHER INFORMATION:

Approval of travel expenses in the amount of \$1181.38 for Commissioner Perona to attend FPPTA Trustee School in Orlando, FL on January 29 - February 1, 2017.

Attachments

Commissioner Perona Travel 1.29.2017

Form Review

Form Started By: Caleta Scott
Final Approval Date: 12/12/2016

Started On: 12/12/2016 02:48 PM



Reservation Phone Number: 1-800-204-7234
 Rosen Centre Hotel Phone Number: 407-996-9840
 9840 International Drive, Orlando, Florida 32819
<http://www.RosenCentre.com>

PLEASE VERIFY ALL INFORMATION FOR ACCURACY

| Guest Information: THOMAS PERONA 100 N US1 FORT PIERCE, FL 34954 USA | | Room Total \$462.00 + Surcharge + Taxes | <table border="1"> <thead> <tr> <th>Date</th> <th>Stay Rate</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Sunday, January 29, 2017</td> <td></td> <td>\$154.00</td> </tr> <tr> <td>Monday, January 30, 2017</td> <td></td> <td>\$154.00</td> </tr> <tr> <td>Tuesday, January 31, 2017</td> <td></td> <td>\$154.00</td> </tr> </tbody> </table> | Date | Stay Rate | Rate | Sunday, January 29, 2017 | | \$154.00 | Monday, January 30, 2017 | | \$154.00 | Tuesday, January 31, 2017 | | \$154.00 |
|---|--------------------|--|---|--|-----------|------|--------------------------|--|----------|--------------------------|--|----------|---------------------------|--|----------|
| Date | Stay Rate | Rate | | | | | | | | | | | | | |
| Sunday, January 29, 2017 | | \$154.00 | | | | | | | | | | | | | |
| Monday, January 30, 2017 | | \$154.00 | | | | | | | | | | | | | |
| Tuesday, January 31, 2017 | | \$154.00 | | | | | | | | | | | | | |
| Home Phone: 772-467-3080 | | | | | | | | | | | | | | | |
| Email Address: cpaz@city-ftpierce.com | | ACCOMMODATIONS REQUESTED Not Guaranteed. Subject to Availability Upon Check-In Deluxe Double | | | | | | | | | | | | | |
| Printed On: Thursday, October 13, 2016 | | | | | | | | | | | | | | | |
| ARRIVAL DATE | DEPART DATE | # GUEST | CONFIRMATION # | ASSOCIATED WITH | | | | | | | | | | | |
| 01/29/2017 | 02/01/2017 | 2 | RR62C3CCE | FPPTA Trustees School Meeting 2017 | | | | | | | | | | | |
| Stay Summary: # of Rms : 1 GTD: YES VISA | | All rates are subject to a 1% Orange County Convention Center District Surcharge (OCCCD) and are then taxed at an additional rate of 12.5% state and local tax. Tax exemption may not be applied to OCCCD surcharge. | | | | | | | | | | | | | |
| Information that you will need to know : <p>Room assignments and other special accommodation requests noted on your reservation are not guaranteed. Rest assured every effort will be made to fulfill your requests.</p> <p>Rosen Centre is a smoke-free facility. Designated smoking areas are available outside the Hotel. A \$350 cleaning fee will be applied to any guest who disregards this policy.</p> <p>Please note an authorization equivalent to one night's room and tax will be requested on your card five days prior to your arrival date. Debit Cards will reflect a debit on your account at this time. Any reservation where an authorization cannot be obtained will be subject to cancellation. In the event that you do not arrive on your requested arrival date listed above, the card given at the time of booking will be charged one night's room and tax. The Hotel will collect one percent of the room rate (not subject to tax exemption) to fund the promotion of the Orange County Convention Center and tourist services in the vicinity of the Orange County Convention Center District.</p> <p>All Reservations must be cancelled at least 5 days prior to arrival in order to avoid a cancellation charge.</p> | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| At the end of a long day, enjoy some of the Rosen Centre's enticing dining options. Whether you choose the savory tastes of our Mexican Tapas at 98Forty Tapas & Tequila, the Creative Sushi Selections of our Banshoo Sushi Bar, or the Gourmet Flavors of Florida at our Everglades Restaurant. Rest Assured, one of our eleven food and beverage outlets will satisfy your every craving. | | | | THE SPA AT ROSEN CENTRE Early Booking Bonus Book your spa appointment prior to your arrival and get 25% off all 50/80 minute Spa & Salon Services at The Spa at Rosen Centre. This coupon may be used for multiple uses during your stay.. Call The Spa at Rosen Centre at 407-996-1248. | | | | | | | | | | | |
| Relax and Enjoy your evening with your first drink on us. Just Present this coupon for a Complimentary Cocktail, wine or beer. with a Purchase of an Entree. | | | | http://www.TheSpaAtRosenCentre.com This coupon must be presented to the receptionist upon arrival. Discount is based on availability. No other discount apply | | | | | | | | | | | |

All Offers not valid with any other Discounts, Packages or Coupons. All offers valid until 12/31/2016.
 Please be aware that there are two Rosen Hotels adjacent to the Orange County Convention Center. The ROSEN CENTRE is at 9840 international Drive and the ROSEN PLAZA is at 9700 International Drive. Your reservation is at the ROSEN CENTRE.



FPPTA Online Payment Confirmation

Payment ID: 15057 Status: Paid

Invoice(s) Paid: 22289,

Amount Paid: \$2,000.00 Date Paid: 11/9/2016 4:04:11 PM

Paid By: Christine Paz () cluna@city-ftpierce.com

Check Number: _____

Transaction ID: 1642226771 Authorization Code: 003019

Card Number: ****4961(Visa) Expiration: 6/2018

Name on Card: dana neville

Comment: TS Act Reg: Fort Pierce GE Pension Fund (Thomas Perona, Christine Paz, Nina Penick, Rodney Nieves),

Thank you for your payment online.

If you have any questions, please contact our friendly staff at

FPPTA
2946 Wellington Circle East, Suite A
Tallahassee, FL 32309
Phone: 800-842-4064
Fax: 850-668-8514

Date Printed: 11/9/2016 4:04:13 PM

Florida Public Pension Trustees Association

Trustee School Program Agenda

January 29—February 1, 2017
Rosen Centre Hotel, Orlando, FL

Saturday, January 28, 2017

- **2:00 pm**—Board of Directors—Salon 1

Sunday, January 29, 2017

- **3:00 pm—7:00 pm**—School Registration—Salon Foyer
- **3:00 pm—5:00 pm**—FPPTA New Member Orientation—Salons 5 & 6
- **5:00 pm—7:00 pm**—Welcome Gathering—Grand Ballrooms A & B (downstairs)



© by FPPTA

City Commission Regular Meeting

Agenda Item # 11. n.

Meeting Date: 12/19/2016

Re: Holiday Bonus Pay

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Request for approval of a \$75 holiday bonus pay to each employee.

SUMMARY:

As a token of appreciation for the service and hard work of the employees during the past year, it is recommended that each employee be given a \$75 holiday bonus.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 00160005134990
Amount: \$24,900

FISCAL IMPACT:

The cost is \$24,900 and funds will be paid from fund balance.

Form Review

| Inbox | Reviewed By | Date |
|------------------------------------|--------------------|---------------------------------|
| City Manager | Jennifer Robinson | 12/12/2016 09:20 AM |
| Finance Department | Johnna Morris | 12/12/2016 03:19 PM |
| City Manager | Nick Mimms | 12/13/2016 05:03 PM |
| Form Started By: Jennifer Robinson | | Started On: 12/12/2016 09:14 AM |
| Final Approval Date: 12/14/2016 | | |

City Commission Regular Meeting

Agenda Item # 12. a.

Meeting Date: 12/19/2016

Re: Variance Request for Waiver of Distance for a food truck ("Pupuseria La Salvadorena") at 2228 Okeechobee Road.

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

An application submitted by Dora Granados to operate a food truck ("Pupuseria La Salvadorena") at 2228 Okeechobee Road, Fort Pierce. Said use requires a variance from Sec. 9-111(b)(1) to operate within 500 feet from a similar type of business.

SUMMARY:

On September 15, 2014, the City Commission approved Ordinance 14-019 establishing regulations for lunch trucks, hot dog carts, ice cream and other forms of mobile food establishments identified in Chapter 9 of the Code of Ordinances.

An application has been made by Dora Granados for a food truck ("Pupuseria La Salvadorena") to operate at 2228 Okeechobee Road. During review, the application was denied by the Planning staff as not meeting the criteria within the regulations for Chapter 9 Article IV - Vendors, Solicitors and Canvassers (attached). The item is relief from the distance criteria presented in the ordinance. Section 9-97 allows for sites to petition for a public hearing by the City Commission to grant a variance from the distance requirement, similar to the waiver of distance for alcoholic beverage licenses.

RECOMMENDATION:

Approve the variance for the Pupuseria La Salvadorena food truck to be located at 2228 Okeechobee Road.

ALTERNATIVES:

Deny or approve with conditions.

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
Linda Cox, City Clerk
Peggy Arraiz, Code Enforcement Manager

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Staff Report
Variance Application Packet
Chapter 9 Article IV
Letters of Support

Form Review

Inbox

City Manager

Form Started By: Vennis Gilmore

Final Approval Date: 12/13/2016

Reviewed By

Nick Mimms

Date

12/13/2016 11:01 AM

Started On: 11/30/2016 12:06 PM



TO: Nicholas Mimms, PE, City Manager
Honorable Mayor and City Commission

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Variance – Mobile Food Vendor**
Pupuseria La Salvadorena
2228 Okeechobee Road

DATE: November 28, 2016

STAFF REPORT

Staff Analysis:

On September 15, 2014, the City Commission approved Ordinance 14-019 establishing regulations for lunch trucks, hot dog carts, ice cream and other forms of mobile food establishments identified in Chapter 9 of the Code of Ordinances. Section 9-111 (b) of the Code of Ordinances requires that mobile food establishments must be at least 500 feet from a similar type of business; at least 300 feet from a school, church, or any city or county park; and 1000 feet from any approved special event.

The proposed operating location is within 500 feet from a similar type of businesses with the name of “Costa Azul Mexican Restaurant” and “Dunkin Donuts.”

The applicant is requesting the waiver based upon the presence of (2) churches that are located within 500 feet of the proposed site. City Code Section 3-11 of the City Code specifies that 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:

Exhibit A-



Therefore, City Staff cannot issue a vendor permit unless City Commission grants a variance to the distance requirements of Section 9-111.

Similar to a waiver of distance for alcoholic beverage licenses, the Mobile Vendor ordinance provides for the City Commission to consider granting a variance to the ordinance and issue of the vendor permit through the public hearing process.

The proposed site meets all other distance requirements of the ordinances (300 feet from a school or city/county park and 1000 feet from an approved special event).

The proposed site is located in the C-3, General Commercial Zoning District and has a Future Land Use Designation of GC, General Commercial. Therefore the site meets the commercial zoning location requirement of Section 9-76.

Staff Recommendation:

The requested Mobile Food Vendor application does not adversely affect the public health, safety, convenience and general welfare; Staff recommends the City Commission approve the requested variance request for the food truck as proposed.

CITY OF FORT PIERCE

OFFICE OF THE CITY CLERK
100 N. US HWY 1
FORT PIERCE, FL 34950
772-467-3000



VARIANCE REQUEST FOR WAIVER OF DISTANCE

| | |
|--------------------------|-------------------------------|
| Property Address | 2228 Okeechobee Rd |
| Parcel ID #(s) | 2416-602-0002-000-5 |
| Type of Vending Proposed | Quesadillas & Taco Food Truck |

| | |
|---|--|
| Property Owner(s) Juan Mondragon | Applicant Dora Granados DBA L9 |
| Mailing Address 1808 Havana Ave Ft Pierce, FL 34950 | Mailing Address 1404 Juanita Ave Ft Pierce, FL 34946 |
| Phone # (772) 332-2367 | Phone # (772) 828-8026 |
| E-mail Address N/A | E-mail Address N/A |

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorized the Applicant (if other than the property owner) to act in his/her behalf for the purpose of seeking approval for the application described herein.

Juan Mondragon
Property Owner's Signature

11/17/16
Date

| | | |
|--|------------------------|--|
| STATE OF FLORIDA - | COUNTY St Lucie | |
| The foregoing instrument was acknowledged before me this <u>17</u> | | Signature of Notary MIRIAM NAJERA GARCIA NOTARY PUBLIC STATE OF FLORIDA Comm# FF915836 Expires 10/23/2019 |
| day Nov of November | <u>2016</u> by | |
| Juan Mondragon | who is personally | |
| known to me or has produced | as identification. | |

In accordance with Ordinance No. 9-97, any person who wishes to obtain a mobile vending permit that does not comply with Sec. 9-111(b) of this article must petition the city commission for a variance. The applicant is requesting a variance from the following:

- 9-111(b)(1) - 500 feet from a similar type business 9-111(b)(2) - 300 feet from a school, church, or park 9-111(b)(1) - 1000 feet from an approved special event

Submit the following attachments:

- Site plan, to scale, showing all existing structures or significant features and proposed vending location.
- Map showing surrounding properties, which identifies the location of existing business or entity impacted by the variance.
- Photos or detailed description of proposed vending unit and type of service provided.
- \$250 variance request fee.

Supporting Narrative: *I've come so far to let myself fall we are taught to fight for what we really want in life and with all due respect, I want my business to succeed to create work in the future and to support my family and make our city happy*

Dora Granados
Applicant Signature

11/15/16
Date

Fence
Yard Parking

Mobil Food Truck

Restroom

| | | | |
|---------|---|---|---|
| Parking | | | |
| 1 | 2 | 3 | 4 |

Entrance

Kaufman Ave.

Park Central

2228 Okeechobee Rd
Parking MAN

Existing Building

side parking 3 cars

Entrance

Okeechobee Rd.

5 Parking

Google Maps 2228 Okeechobee Rd



Imagery ©2016 Google, Map data ©2016 Google 20 ft

Property Identification

Site Address: 2228 OKBEECHOBEE RD
Sec/Town/Range: 16/35S/40E
Map ID: 24/16N
Zoning: C3

Parcel ID: 2416-602-0002-000-5
Account #: 25879
Use Type: 2700
Jurisdiction: Fort Pierce

Ownership

Juan A Mondragon
1801 Havana Ave
Fort Pierce, FL 34950

Legal Description

BILTMORE PARK BLK 8 LOTS 3 AND 4 ANDLOT 5-LESS RD R/W-
(OR 3649-859)

Current Values

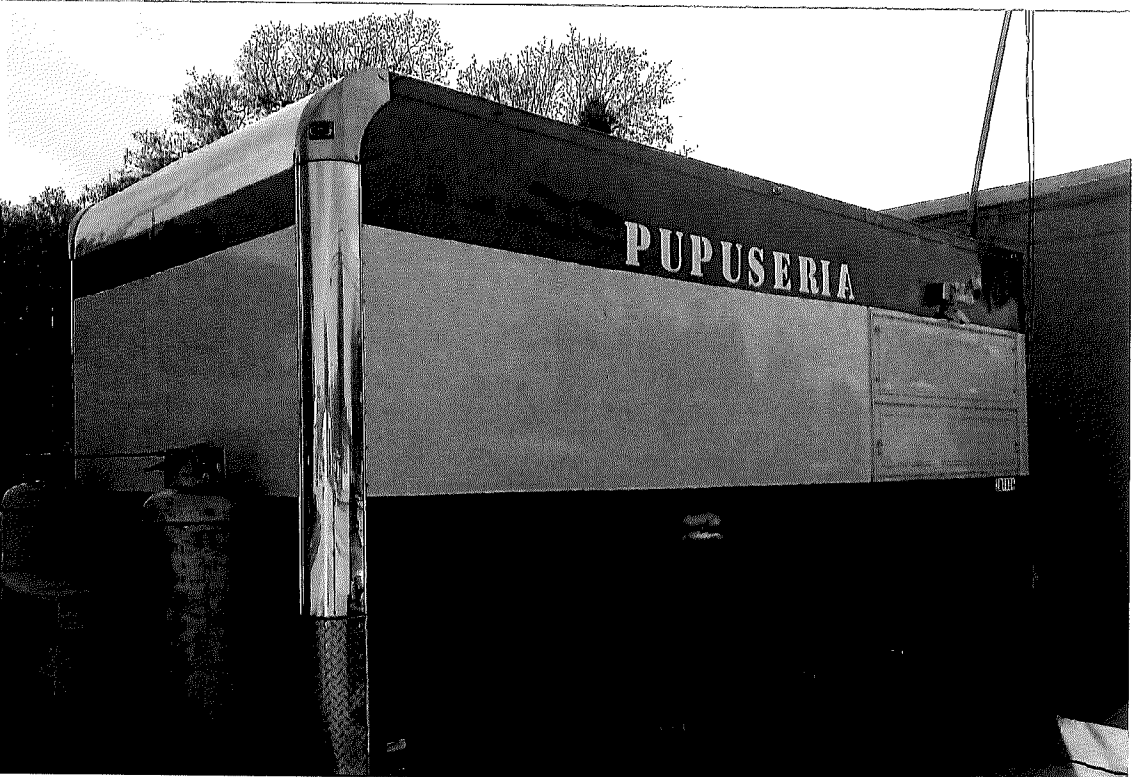
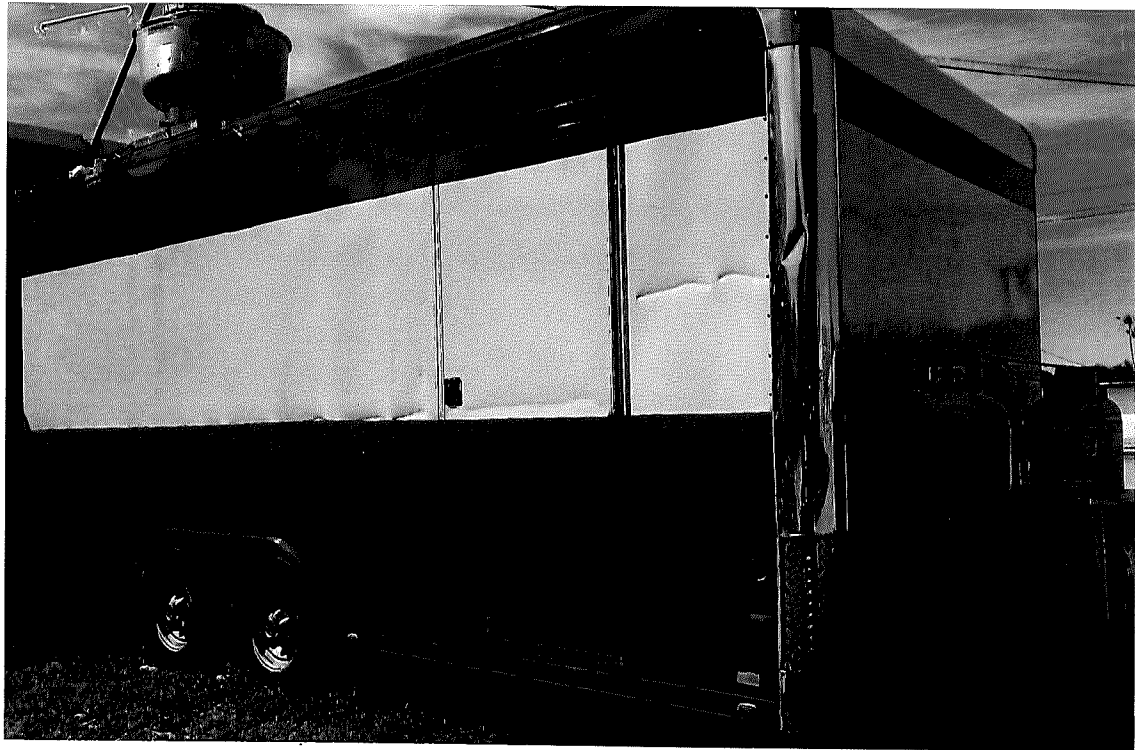
Just/Market Value: \$121,600
Assessed Value: \$121,600
Exemptions: \$0
Taxable Value: \$121,600
Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 532
Gross Area (SF): 1,303
Land Size (acres): 0.53
Land Size (SF): 23,265

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 OF FORT PIERCE

OFFICE OF THE CITY CLERK

100 N. US HWY 1

FORT PIERCE, FL 34950

772-467-3065; 772-467-3841 (fax)



NOV 17 2016

ZONING REVIEW FOR BTR APPLICATION

New Business

Transfer from Control #

Existing Building Inspection Y N

| | | |
|---|-----------------------------------|----------------|
| Name of Business | Pupuseria la Salvadoreña | |
| Location Address (include suite or unit) | 2228 Okeechobee Rd | |
| Telephone # | (772) 828-8026 | # of Employees |
| Email Address | - | |
| Owner of Business/Applicant | Dora Granados | |
| Nature of business/Type of Service (Be very specific) | Tacos & Quesadillas Food Truck | |
| Describe your day to day operations | M.F.D.V | |
| Classification (Completed by City Clerk) | (171) Peddlers, Sellers, Vendors | |

Please check all that apply to your business

- | | |
|--|---|
| <input type="checkbox"/> Home Based Business | <input type="checkbox"/> Educational Center |
| <input type="checkbox"/> Business/Professional Office | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Medical Office | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Daycare | <input type="checkbox"/> Auto Sales/Showroom Only |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Auto Repair/Auto Body (____# bays) |
| <input type="checkbox"/> Alcohol Sales and/or Tobacco | <input type="checkbox"/> Company Vehicles (____#) |
| <input type="checkbox"/> Restaurant (____# of seating) | |
| <input type="checkbox"/> Hotel (____# of rooms) | |

Parcel ID: 2416-602-0002-800-5

Is your business located in a strip center or free standing building?

Name of Plaza, if applicable.

Suite/Unit/Bay, if applicable

I hereby certify that the above information is true and correct. I further acknowledge that any misstatement, omission or false representation made by me in this application may result in a privilege revocation of such. I understand that the issuance of a business tax receipt means I have paid the local business tax; it is not a vested right or other right to operate a use at the business location that is inconsistent with City zoning regulations or other ordinances or laws. It is my responsibility to verify that I am in compliance with all local and state requirements.

STATE OF FLORIDA, COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on this 15 day of Nov, 2016 by Dora Granados

MIRIAM NAJERA GARCIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915836
Expires 10/23/2019

Signature of Applicant

Date

Signature of Notary Public - State of Florida

FOR OFFICE USE ONLY

Zoning District

Land Use

Planner

Date

Uses submitted

Comments/Conditions:

Denied as Submitted (State reason)

Print on Yellow Paper

ARTICLE IV. - VENDORS, SOLICITORS AND CANVASSERS^[4]

Footnotes:

--- (4) ---

Cross reference— Motor vehicles and traffic, Ch. 10; vending or selling in park, § 12-15.

Editor's note— Ord. No. 14-019, § 1, adopted September 15, 2014, amended article IV in its entirety to read as herein set out. Former article IV, §§ 9-76—9-82, 9-91—9-98, 9-111—9-119, pertained to peddlers, solicitors and canvassers. See Code Comparative Table for complete derivation.

DIVISION 1. - GENERALLY

Sec. 9-76. - Definitions.

As used in this article:

Canvasser, vendor or solicitor is defined as any individual soliciting or traveling either by foot, or conveyance, from place to place, from house to house or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed at said time or in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not.

Commissary is a state approved facility that provides support services for specific required functions to any mobile food vendor, including but not limited to a mobile food vehicle or a mobile food cart. Services required of the commissary are based upon the food sold and the mobile food vendor type. A private residence may not be used as a commissary.

Forcible felony means treason, murder, manslaughter, sexual battery, carjacking, home-invasion robbery, robbery, burglary, arson, kidnapping, aggravated assault, aggravated battery, aggravated stalking, aircraft piracy, unlawful throwing, placing or discharging of a destructive device or bomb, and any other felony which involves the use of threat of physical force or violence against an individual. See F.S. § 776.08.

Itinerant retail produce vendor shall mean any person going from place to place who engages in a business, by selling or offering for sale to consumers, any fruit, vegetables, or garden produce, which are sold in their whole, natural and unaltered state.

Mobile food dispensing vehicle (MFDV) is classified as a vehicle-mounted public food service establishment, self-propelled or otherwise movable from place to place. Such vehicles must be self-sufficient for utilities (e.g., gas, water, electricity, and liquid waste disposal). Each MFDV is required to have a state approved commissary that they report to at least once a day. MFDVs may also be referred to as mobile food establishments.

- (a) *Hot dog carts* are MFDVs that limit food preparation to hotdogs and sausages only and the sale of limited pre-packaged food.
- (b) *Mobile food carts* are any non-motorized MFDV used to store, prepare, cook and/or serve food and beverages for immediate consumption.
- (c) *Ice cream vendors* are MFDVs that limit food sales to pre-packaged individually portioned frozen novelties, soft served or hand dipped frozen dairy products or frozen water based products.
- (d) *Lunch trucks* are MFDVs that are transient in nature and specifically authorized to cater to customers on private commercial or industrial property for a short period of time not to exceed sixty (60) minutes.
- (e) *Mobile food vehicles* are any motorized MFDV used to store, prepare, cook and/or serve food and beverages for immediate consumption.

Mobile merchant sales shall include any vendor selling non-food products.

Mobile merchant vehicle shall be any vehicle mounted establishment, which is self-propelled or otherwise movable from place to place, utilized for mobile merchant sales.

Place of business shall include any commercial zoned off-street location, lot, or premises where any truck, wagon, automobile, trailer, cart, or vehicle is parked, with written permission from the property owner, wherein there shall be kept for sale, or to be offered for sale, any prepared food, beverages, fruit, vegetable, or garden produce.

Seasonal sales vendor shall mean outside vendors of products traditionally associated with seasonal sales or holidays.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-77. - Duty to enforce.

It shall be the duty of any police officer or code enforcement officer of the city to enforce the provisions of this article against any person found to be violating the same.

(Ord. No. 14-019, § 1, 9-15-14)

Cross reference— Police department, Ch. 14.

Sec. 9-78. - Records.

All violations of this article shall be reported to the code enforcement department, who shall maintain a record for each permit issued and record the reports of violations therein.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-79. - Prohibited acts.

- (a) It shall be unlawful for any person to enter upon any private premises without permission or invitation from the occupant or homeowner.
- (b) It shall be unlawful for any solicitor, canvasser or vendor to refuse or fail to leave any private premises in the city upon being requested by the owner, occupant or person in charge thereof.
- (c) No solicitor, canvasser or vendor shall enter in or upon any house, building or other structure or upon any land or property, without the prior consent of the owner or occupant thereof, where there is placed or posted on the premises in a conspicuous position at or near the usual means of ingress, a sign or other form of notice stating or indicating that the owner or occupant thereof forbids or otherwise does not desire persons engaged in such or similar activity to enter upon the premises.
- (d) No solicitor, canvasser or vendor shall conduct themselves or their business in an unlawful manner or in such manner as to constitute a breach of peace, offensive to public decency or menace to the health, safety or general welfare of the public in violation of F.S. § 877.03.

(Ord. No. 14-019, § 1, 9-15-14)

State Law reference— Burglary and trespass, F.S. Ch. 810.

Sec. 9-80. - Permit.

- (a)

It shall be unlawful for any person to sell or attempt to sell any commodity by means of vending such commodity upon any street, sidewalk, public right-of-way or private property in the city, without first securing a permit and paying the annual permit fee, such fee to be set by resolution of the city commission. Such fees and the maximum number of permits for commercial zoned districts to be set by resolution of the city commission.

- (b) Permits shall be for a term of twelve (12) months, beginning on October 1st and expiring on September 30th of the following year.
- (c) Existing businesses, otherwise in compliance with all state and local code, are eligible for a single reduced fee vendor permit, to be utilized in the same name as it currently operates under.
- (d) Violations of this section shall be a class III violation.

(Ord. No. 14-019, § 1, 9-15-14)

Secs. 9-81—9-90. - Reserved.

DIVISION 2. - PERMIT GENERALLY

Sec. 9-91. - Application.

- (a) Applicants for permit under this article must file with the city clerk a sworn application in writing which shall give the following information:
 - (1) Name of the applicant.
 - (2) Permanent home address and valid telephone number of the applicant.
 - (3) A brief description of the nature of the business and the goods, food or beverages to be sold.
 - (4) E-mail address of the applicant.
 - (5) The address of the planned vending site, including the property owner's name and telephone number.
 - (6) For mobile food dispensing vehicles:
 - (i) Copy of current license from the State of Florida/Department of Business and Professional Regulations or Department of Agriculture; and
 - (ii) Copy of the vehicle or unit plans as submitted to the State of Florida/Department of Business and Professional Regulations or Department of Agriculture.
 - (iii)

- Copy of the notarized commissary agreement as submitted to the State of Florida/Department of Business and Professional Regulations or Department of Agriculture.
- (7) For mobile merchant sales:
 - (i) Submit a plan of the proposed vehicle or unit.
 - a. The plan does not need to be drawn by a professional, but must be to scale and clear for review.
 - b. The plan should show both a top view and front view of the vehicle or unit.
 - c. The plan should include, but is not limited to, all equipment, shelving, windows, wheels, umbrellas, or awnings.
 - (8) Copy of a valid vehicle registration for any motorized unit.
 - (9) For use of any private commercial property, a limited site plan must be submitted.
 - (i) The plan does not need to be drawn by a professional, but must be to scale and clear for review. A general survey or sketch will be acceptable. For large properties, only a drawing of the immediate area is required.
 - (ii) The plan must show all existing structures or significant features.
 - (iii) Diagram of all available parking, identifying both required parking and additional parking spaces and proposed location of unit.
 - (iv) Identify appropriate set-backs for accessory structures.
 - (v) A notarized affidavit of permission to vend from the property owner, if different from the applicant.
 - (10) For door-to-door solicitors or vendors:
 - (i) If employed, the name and address of the employer, together with credentials establishing the exact relationship.
 - (ii) The length of time for which the right to do business is desired.
 - (iii) Minors conducting home solicitation sales under the supervision of an adult, or solicitors, salespersons, or agents making calls or soliciting orders on behalf of a religious, charitable, scientific, educational, or veterans' institution or other non-profit organization are exempt from this section.
 - (11) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two-inches by two-inches showing the head and shoulders of the applicant in a clear and distinguishing manner.
 - (12) Photographs of the vehicle or unit, showing front, side and back views.

- (13) A sworn affidavit as to whether or not the applicant has been convicted of any felony and the nature of the offense.
- (14) Proof of general liability insurance, such proof in a form acceptable to the city, issued by an insurance company that is licensed to do business in the State of Florida, protecting the applicant from all claims for damages to property or bodily injury, including death, which may arise from operations under or in connection with mobile vending.
- (15) For all motorized mobile vending units, proof of auto liability insurance, such proof in a form acceptable to the city, issued by an insurance company that is licensed to do business in the State of Florida, protecting the applicant from all claims for damages to property or bodily injury, which may arise from the use of a motor vehicle in connection with mobile vending and shall be in an amount no less than \$500,000.00 per occurrence.
- (16) Any permit application and/or review fee that may be assessed by resolution of the city commission.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-92. - Issuance.

- (a) The city clerk may revoke, suspend, or deny the issuance of any vendor's license if it is determined that an applicant has:
 - (1) Been convicted of a felony within two (2) years prior to the date of application; or
 - (2) Has ever been convicted of a 'forcible felony', child abuse or any sexual offense; or
 - (3) Has been placed on the State of Florida's sexual offenders or sexual predators lists.
 - (4) Has obtained a permit by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required permit application.
 - (5) Has failed to obtain required approvals from the state or obtain a city business tax receipt.
 - (6) Has failed in any material respect to comply with the provision of section 9-91.
- (b) Not later than thirty (30) days after the filing of a completed application for a vendor's license, the applicant shall be notified by the city clerk's office of the decision on the issuance or denial of the license. If the issuance of the license is approved, the city clerk shall issue the license. If the license is denied, the applicant shall be provided with a statement of the reasons therefor, which reasons shall be entered in writing on the application. Failure of the

city clerk to place notification of said decision in the mail or personally notify the applicant with acknowledgment shall require immediate issuance of the requested license to the applicant.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-93. - Fees.

- (a) All fees required for permit application review and the annual permit fee shall be established by resolution by the city commission.
- (b) Permit fees collected under this article are fees paid for the purpose of defraying the cost of administration of this article and are declared to be regulatory fees in addition to and not in lieu of the business tax receipt imposed by section 9-16 of this chapter. The payment of a permit fee under this article shall not relieve any person of liability for and the responsibility of paying a business tax where it is required by section 9-16 of this chapter and for doing such acts and providing such information as may be required by this chapter.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-94. - Exhibition of permit.

Approved vendors of food or merchandise are required to exhibit their permits at all times in a prominent location, no lower than forty (40) inches and no higher than sixty-five (65) inches above the ground. Approved canvassers or solicitors must show their permit upon the request of any person being solicited or by any representative of the city.

(Ord. No. 14-019, § 1, 9-15-14)

Sec. 9-95. - Penalties.

- (a) Unless otherwise stated, violations of this article are class II violations as defined in section 2-260 and shall be addressed as provided for in chapter 2, article XIII.5 of the City Code.
- (b) Permits issued under the provisions of this article may be revoked by the city clerk after notice for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for permit;
 - (2) Fraud, misrepresentation or false statement made in the course or conduct of a business or activities for which the city has issued a permit under this article;
 - (3) Two (2) or more violations of this article;

- (4) Operating outside vending locations approved under the permit issued;
- (5) Conducting the business of soliciting, canvassing or vending in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public; or
- (6) Failure to comply with any conditions included in the permit.

(Ord. No. 14-019, § 1, 9-15-14.)

Sec. 9-96. - Appeal.

Any person aggrieved by the denial or revocation of a permit as provided in this article shall have the right to appeal to the city manager. Such appeal shall be taken by filing with the city manager's office, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth specifically the ground of the appeal. The city manager shall set a date and the time and place of hearing of such appeal. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five (5) days prior to the date set for hearing. The decision and order of the city manager on such appeal shall be final and conclusive.

(Ord. No. 14-019, § 1, 9-15-14.)

Sec. 9-97. - Request for variance.

Any person who wishes to obtain a mobile vending permit that does not comply with subsection 9-111(b) of this article must petition the city commission for a variance. Variance requests will not be accepted for mobile vending permits issued for public property use.

- (a) Application for a variance shall be made by the owner of the property where the variance is requested by filing an application on a form prescribed by the city and submitted to the city clerk's office.
- (b) The applicant is responsible for submitting the variance request fee, which shall be set by resolution as well as all advertising costs.
- (c) The city commission shall hold a public hearing prior to acting on the variance request.
- (d) In permitting a variance, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

(Ord. No. 14-019, § 1, 9-15-14)

Secs. 9-98—9-110. - Reserved.

DIVISION 3. - MOBILE VENDING

Sec. 9-111. - General regulations.

- (a) The telephone number included on the permit application must remain valid and active at all times. The vendor is responsible for notifying the city of any changes to their contact information.
- (b) Mobile vending units must comply with the following minimum distance requirements, which shall be measured from the approved vending location to the nearest point of an established property line:
 - (1) Five hundred (500) feet from a similar type business.
 - (2) Three hundred (300) feet from a school, church, or any city or county park.
 - (3) One thousand (1,000) feet from an approved special event.
- (c) May not block the ingress/egress to any property, sidewalk or street.
- (d) May not block or impede pedestrian or vehicular traffic.
- (e) May only operate at the approved location, clearly identified on the permit.
- (f) May have one advertisement sign with a maximum size of sixteen (16) square feet. Such sign may not be free standing, illuminating, moving, flashing or utilizing neon color typically reserved for emergency services. Such restriction to be separate from any business name, decal or logo professionally installed on any motorized MFDV.
- (g) May have one menu sign with a maximum size of nine (9) square feet.
- (h) No amplified sounds, music or other loud noises, except as provided for in section 9-113, ice cream vendors.
- (i) A trash receptacle must be provided and must be removed by the operator daily. Trash may not be placed within public street side trash receptacles.
- (j) Mobile vendors are responsible for picking up all litter and waste within twenty-five (25) feet of their unit.
- (k) No wastewater leakage or any other leakage is allowed.
- (l) A single umbrella is permitted provided it is maintained in good condition and does not impede traffic or block clear vision areas.

- (m) It shall be unlawful to place any chair, table, box, crate, stand, counter or shelving independent from the approved mobile vending unit.
 - (n) No mobile vending unit is to be left unattended at any time and must be removed from the location when not in operation.
- (Ord. No. 14-019, § 1, 9-15-14.)

Sec. 9-112. - Itinerant retail produce vendor.

- (a) Every person who engages in the business of an itinerant retail produce vendor within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to this division.
 - (b) A business tax receipt is not required for itinerant retail produce vendors.
 - (c) All products and produce offered for sale under this division must be clean, wholesome and in good sanitary condition and their state and condition shall comply with the pure food laws of the state.
 - (d) Itinerant retail produce vendors are permitted to vend from any truck, wagon, automobile, trailer or other vehicle provided that the vehicle is properly registered with the State of Florida. A copy of such registration shall be submitted with the permit application.
 - (e) All other regulations as outlined in section 9-111 of this chapter shall apply.
- (Ord. No. 14-019, § 1, 9-15-14.)

Sec. 9-113. - Ice cream vendors.

- (a) *General.* The rules in this section shall apply to each person lawfully permitted as an ice cream vendor.
- (b) *Prohibited sales.* It shall be unlawful for any ice cream vendor to sell or attempt to sell any commodity:
 - (1) By means of any outcry, sound, speaker or amplifier, or any instrument or device which can be heard for a distance greater than three hundred (300) feet, or when passing a hospital, church or other place of worship during the hours when services are being held.
 - (2) Within five hundred (500) feet of any school during the school year.
- (c) *Noise—Vehicle stopped.* It shall be unlawful for any such vendor to use, play or employ the use of any sound, outcry, amplifier, loudspeaker, radio, phonograph with a loudspeaker or amplifier or any other instrument or device when the vehicle such vendor is using is stopped for the purpose of making a sale.

- (d) *Same—Hours.* The use by the vendor of any such noise, instrument or device which emits a loud sound shall be prohibited before the hours of 9:00 a.m. on weekdays and 1:00 p.m. on Sundays, or after 7:00 p.m. on any day.
- (e) *Traffic.* It shall be unlawful for any vendor to:
- (1) Exceed a speed of fifteen (15) miles an hour when cruising neighborhoods seeking sales or when attempting to make a sale.
 - (2) Stop anywhere within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.
 - (3) Double-park, or park in any manner contrary to any ordinance relating to parking, when attempting a sale or when making a sale.
 - (4) Make a U-turn on any block in a residential zone.
 - (5) Drive his/her vehicle backwards to make or attempt to make a sale.
 - (6) Sell to any person who is standing in the street.
 - (7) Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants.
 - (8) Remain standing or stopped at any place for a period of time exceeding five (5) minutes.
 - (9) Sell or attempt to sell along any particular route more than one time during a 24-hour period.

(Ord. No. 14-019, § 1, 9-15-14.)

Cross reference— Health, § 2-261 et seq.

Sec. 9-114. - Seasonal sale vendors.

The rules of this section shall apply to each person lawfully permitted as a seasonal sales vendor.

- (a) Every person who engages in the business of seasonal sales within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to division 2 of this article.
- (b) Tents or canopies larger than twelve (12) feet by twelve (12) feet are prohibited unless a supplemental tent permit is obtained. Application for such permit shall be made with the building department. A sketch of the property showing the location of the tent or canopy on the property and a certificate of flame resistance shall be required to be submitted with the application.

(c) Seasonal sales permits will be issued no sooner than thirty (30) days prior to the associated holiday and shall expire seven (7) days following the holiday.

(Ord. No. 14-019, § 1, 9-15-14.)

Secs. 9-115—9-130. - Reserved.

November 17, 2016

I, Juan A. Mondragon, am the property owner of 2228 Okeechobee Rd Ft Pierce, FL. I give full permission to Dora Granados who is doing business as Pupuseria La Salvadoreña to operate a food truck at the property located at 2228 Okeechobee Rd Ft Pierce, FL. Should you have any questions, please contact me at (772) 332-2367.



Juan A Mondragon

STATE OF FLORIDA

COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me this 17 day of November, 2017, by Juan A. Mondragons, who is personally known to me or has produced FL Dr License as identification.



MIRIAM NAJERA GARCIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915836
Expires 10/23/2019

Notary Seal

(772) 240-4968

I Angelo Otero

2311 Okeechobee Road

Fort Pierce, FL 34950

Owner and operator of
Costa Azul Mexican

Restaurant and Catering
LLC, Have no problem

or objection with

Dora Granados DBA

Papuseria La Salvadoreña

Operating close to US.

Angelo Otero

City Commission Regular Meeting

Agenda Item # 12. b.

Meeting Date: 12/19/2016

Re: 2015-2016 CAPER Report Presentation and Public Hearing

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

SUBJECT:

2015-2016 Consolidated Annual Performance Evaluation Report (CAPER) Presentation and Public Hearing.

SUMMARY:

Presentation of the 2015-16 Consolidated Annual Performance Evaluation Report (CAPER) - overview of the Community Development Block Grant program, followed by a public hearing; required by U.S. Dept. of Housing & Urban Development (HUD), for the CAPER's development and submission process.

RECOMMENDATION:

Allow the 2015-2016 CAPER presentation and public hearing and vote to approve the CAPER for 2015-2016 program year.

ALTERNATIVES:

Do not allow the presentation, public hearing or vote to approve the CAPER.

RESPONSIBLE STAFF:

Libby Woodruff, Urban Redevelopment Manager

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

There will be no fiscal impact from this agenda item.

Attachments

2015-2016 CAPER - Draft

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Reviewed By

Nick Mimms

Date

12/15/2016 08:58 AM

Started On: 12/08/2016 04:09 PM

Final Approval Date: 12/15/2016

DRAFT

Fourth Program Year CAPER 2015-2016



SECTION I: GENERAL CAPER NARRATIVES

This performance report is for the fifth year of the City of Fort Pierce, Florida's 5-Year Consolidated Plan for 2011-2015 and includes activities from October 1, 2015 through September 30, 2016.

The City's 2011-2015 Five-Year Consolidated Plan and 2015-2016 Action Plan include support for programs, projects and organizations that promote revitalization and stabilization, economic viability and small business expansion and job creation that is primarily focused on lower income residents and neighborhoods. Additionally, the City continues to emphasize the development of a viable urban community and conform to the primary objectives of the Department of Housing and Community Development Act of 1974, as amended.

The City of Fort Pierce's 2011-2015 5-Year Consolidated Plan includes the following goals:

- Provide Decent Housing
- Establish and Maintain a Suitable Living Environment
- Promote Neighborhood Stabilization
- Stabilize and Expand Small Existing Businesses

Assessment of Annual Goals and Objectives

During Program Year 2015-2016, the City of Fort Pierce's continued to strive for efficiency and effectiveness.

CDBG ANNUAL ENTITLEMENT FUNDS

The City of Fort Pierce received \$474,148 in Program Year 2015-2016 (PY15) from the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) program. Funding expended from previous years equaled \$47,784. The City does not receive HOME, HOPWA or ESG grant funding.

The City exceeded the minimum 70% requirement of CDBG funds for activities that benefit low and moderate income persons.

A. Assessment of progress toward one-year goals and objectives.

1. Describe the accomplishments in attaining the goals and objectives for the reporting period.

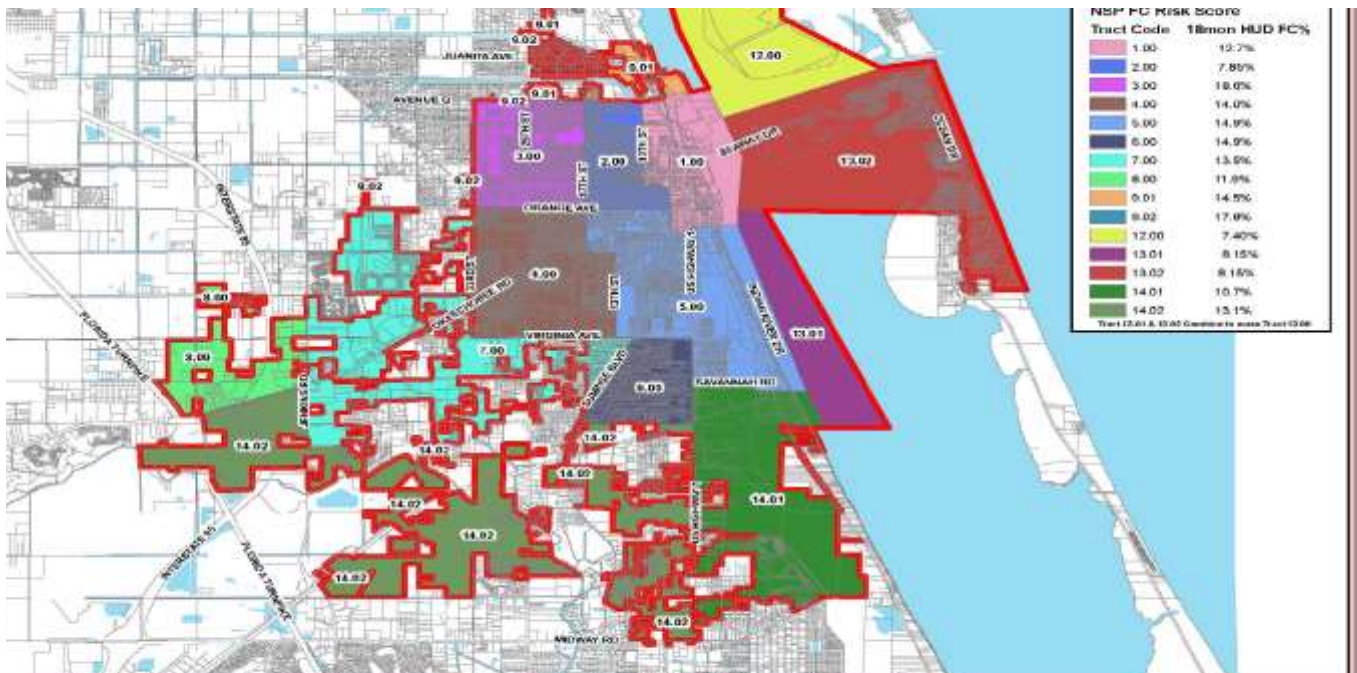
The City's primary objectives for PY15 were:

1. Provide decent, affordable rental and owner-occupied housing for low-to-moderate income persons throughout the City;
2. Provide Neighborhood Revitalization by upgrading public infrastructure and facilities in areas that are primarily inhabited by persons with low and moderate incomes;
3. Provide support for public services for low and moderate income citizens; and
4. Stabilize and expand small existing businesses.

Following is a breakout of the City's accomplishments toward its PY15 goals and objectives.

| PY15 Goals and Objectives | Projected PY15 Accomplishments | Actual PY15 Accomplishments |
|---|---|---|
| Housing Rehabilitation – Assist very low income families with home repairs / rehabilitation. | Number of Houses Rehabilitated - | SHIP Housing Units Rehabilitated – 14 World Changers Housing Units Rehabilitated - 16 Paint Our Town – Housing Units Rehabilitated - 10 |
| Address Spot Slum and Blight – Demolish, clear, and remove derelict structures including housing, public and commercial; secure abandoned structures; abate potential spot slum and blight conditions. | Number of Buildings Addressed - 1 | Number of Buildings Addressed - 1 |
| Infrastructure – Improve/repair infrastructure in lower-income neighborhoods. | Number of Infrastructure Projects - 1 | Number of Infrastructure Projects - 1 |
| Senior Citizen Housing Assistance – Provide funding to use as ‘cash match’ for Fort Pierce Housing Authority’s Tax Credit grant application to rehabilitate former hospital into apartments for very low income senior citizens. | Number of Senior Citizen Housing Projects - 1 | Number of Senior Citizen Housing Projects - 0 |
| Weatherization Assistance – Fund weatherization assistance for lower-income homeowners. | Homeowners Assisted – 5 | Homeowners Assisted - 4 |
| Code Enforcement – Fund salaries for up to 3 Code Enforcement Officers who will inspect more than 200 structures to help alleviate spot slum and blight conditions in lower income neighborhoods. | Homes Inspected - 200 | Homes Inspected - 1,517 |
| Public Service Projects - Fund public service activities that serve lower-income citizens. | Citizens Served – 500 | Citizens Served – 2,612 |
| Neighborhood Revitalization – Provide funding for Lincoln Park and Fort Pierce Main Street Community-Based Development Organizations to assist businesses located in low and moderate income areas by providing neighborhood revitalization, economic development, heritage tourism and historic preservation projects/ services. | Organizations Assisted - 2 | Organizations Assisted - 2 |
| Provide grants for Commercial Façade improvements in low and moderate income areas. | Number of Commercial Facades Improved - 5 | Number of Commercial Facades Improved - 5 |
| Micro-Enterprise – Provide marketing/ development campaign, educational opportunities and small grants for small businesses. | Businesses Assisted - 25 | Businesses Assisted - 80 |
| Promote local art and cultural heritage in lower-income neighborhoods. | Projects - 2 | Projects - 2 |
| Improve Community Focal Points in lower-income neighborhoods (Community Garden). | Projects - 1 | Projects - 1 |

CDBG TARGET AREA BOUNDARY - The target area and boundaries for infrastructure/development and capital improvement projects include areas where no less than 51% of the population is low and moderate income, according to the U.S. Census. CDBG housing and economic development activities occurred within the corporate limits of the City of Fort Pierce. Following is a Census Tract map of the City of Fort Pierce:



2. Provide a breakdown of the CPD/CDBG formula grant funds in attaining the goals and objectives.

| | |
|--------------------------------------|-----------|
| Acquisition / Clearance / Demolition | \$ 4,213 |
| Economic Development | \$109,552 |
| Housing / Rehabilitations | \$ 42,955 |
| Public Facilities / Improvements | \$ 22,050 |
| Public Services | \$ 65,200 |
| Urban Renewal/CBDO Organizations | \$100,000 |
| Program Administration | \$ 99,287 |

3. If applicable, explain why progress was not made towards meeting the goals and objectives.

Progress was made towards meeting the goals and objectives of the PY15 Action Plan and 2011-2015 Consolidated Plan.

B. Affirmatively Furthering Fair Housing

1. Summary of impediments to fair housing choice. A 5-Year Assessment of Fair Housing Report was created and submitted to HUD for program years 2016-2020. Following is a summary of the impediments reported:

- Housing/Lending Discrimination on the basis of Race, Color, National Origin, Religion, Sex, Familial Status and Disability
- Shortage of Affordable / Decent Housing Opportunities
- Lack of Knowledge, Awareness of, or Education on Fair Housing Protections
- Fair and Equal Lending Disparities
- Housing Market Segregation

2. Identify actions taken to overcome effects of impediments identified. We have created an Action Plan to address the impediments identified in the 2016-2020 report that includes the following goals:

Goal 1: Work to Eliminate Housing/ Lending Discrimination in Fort Pierce.

Goal 2: Increase the number of affordable housing units within the City of Fort Pierce.

Goal 3: Increase knowledge and awareness of fair housing protections and path to homeownership

Goal 4: Promote Fair and Equal Lending Practices

Goal 5: Eliminate Segregated Neighborhoods in Fort Pierce

The tables on the following pages were taken from our 2016-2020 Assessment of Fair Housing Action Plan and break out metrics, milestones and a timeframe to achieve goals identified in the Plan.

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Impediment #1 – Housing/Lending Discrimination on the basis of Race, Color, National Origin, Religion, Familial Status and Disability

| Goal | Contributing Factors | Fair Housing Issues | Metrics, Milestones, and Timeframe for Achievement |
|--|--|---|--|
| Work to Eliminate Housing/Lending Discrimination in Fort Pierce. | Priority #1 – Discrimination Based on Disability Priority #2 – Discrimination Based on Race Priority #3 – Sub-Prime, High-Cost Loans based on race/ethnicity Priority #4 – Discrimination against people in protected classes | Housing/Lending Discrimination on basis of race, color, national origin, religion, sex familial status and disability | <ol style="list-style-type: none"> 1) Provide at least two Fair Housing Workshops during each program year; feature information on types of discrimination, ‘redlining’, ‘reverse redlining’, sub-prime, high-cost loans, protected classes, how to file a fair housing complaint, etc.; 2) Promote and provide at least four First Time Homebuyer Workshops during each program year; 3) Provide Fair Housing Complaint Forms in English and Spanish – throughout each program year; 4) Provide Fair Housing information to lending consortiums throughout area throughout each program years; 5) Request the local newspapers print HUD-approved Fair Housing Notices, in English and Spanish in the real estate section once each quarter during program years; 6) Provide HUD-approved Fair Housing commercials on the City’s Public Access television channel, in English and Spanish throughout program years; 7) Publish Fair Housing information in non-profit community newspapers throughout the program years, in English and Spanish; 8) Provide Fair Housing brochures, posters, etc. at all City-sponsored events and at City Hall; and 9) Forward all Fair Housing complaints that are received directly to HUD for investigation. |

Impediment #2 – Shortage of Affordable / Decent Housing Opportunities

| Goal | Contributing Factors | Fair Housing Issues | Metrics, Milestones, and Timeframe for Achievement |
|---|---|---|---|
| Increase the number of affordable housing units within the City of Fort Pierce. | Priority #1 – Severe shortage of affordable/ decent housing in segregated and non-segregated areas. | Lack of Affordable, Decent Housing for Lower-income Citizens in non-segregated areas. | <ol style="list-style-type: none"> 1) Introduce a resolution for City of Fort Pierce Commission for Inclusionary Housing, an affordable housing tool that links the production of affordable housing to the production of market-rate housing; requiring new residential developments to include a certain percentage of affordable housing units; 2) Continue providing weatherization program funding through CDBG and partnerships with Fort Pierce Utilities Authority and the Centro Campesino to lower income citizens to improve home capacity to protect against the elements and reduce utility bills for lower-income residents; 3) Continue using State Housing Initiatives Partnership (SHIP) funds to rehabilitate owner-occupied homes belonging to lower-income citizens; |

| | | | |
|--|--|--|---|
| | | | <ol style="list-style-type: none"> 4) Provide SHIP funds for down-payment and closing cost assistance for lower-income citizens; 5) Promote information at lending consortium meetings on affordable housing needs within the City of Fort Pierce; 6) Provide CDBG funds as 'cash match' for Fort Pierce Housing Authority to apply for tax credits to rehabilitate an old abandoned hospital into a living facility for lower-income senior citizens; 7) Continue to identify regional partners with similar affordable housing interests and potentially provide a fair housing center to provide ongoing education and enforcement programs; 8) Continue funding Code Enforcement services to assess, and enforce current codes for landlord maintenance of property; and 9) Continue to explore ways to increase the amount of affordable housing throughout the City, including examining ways to increase the amount of housing stock that is barrier free and ADA compliant. |
|--|--|--|---|

Impediment #3 – Lack of Knowledge, Awareness of, or Education on Fair Housing Protections

| Goal | Contributing | Fair Housing Issues | Metrics, Milestones, and Timeframe for Achievement |
|--|--|---|--|
| Increase knowledge and awareness of fair housing protections and path to homeownership | Priority #1 – Citizens lack understanding of the path to homeownership and are unaware of fair housing protections | The Fair Housing Act protects people from discrimination when they are renting, buying, or securing financing for any housing, because of race, color, national origin, religion, sex, disability and the presence of children. | <ol style="list-style-type: none"> 1) Provide at least two Fair Housing Workshops during each program year; feature information on types of discrimination, 'redlining', 'reverse redlining', sub-prime, high-cost loans, protected classes, how to file a fair housing complaint, etc.; 2) Promote and provide at least four First Time Homebuyer Workshops during each program year; 3) Provide Fair Housing Complaint Forms in English and Spanish – throughout each program year; 4) Provide Fair Housing information to lending consortiums throughout area throughout each program years; 5) Request the local newspapers print HUD-approved Fair Housing Notices, in English and Spanish in the real estate section once each quarter during program years; 6) Provide HUD-approved Fair Housing commercials on the City's Public Access television channel, in English and Spanish throughout program years; 7) Publish Fair Housing information in non-profit community newspapers throughout the program years, in English and Spanish; 8) Provide Fair Housing brochures, posters, etc. at all City-sponsored events and continue updating City's fair housing webpage; 9) Fort Pierce City Commission will proclaim April of each year Fair Housing month; display Fair Housing posters throughout City Hall; and 10) Forward all Fair Housing complaints that are received directly to HUD for investigation. |

Impediment #4 – Fair and Equal Lending Disparities

| Goal | Contributing Factors | Fair Housing Issues | Metrics, Milestones, and Timeframe for Achievement |
|--|--|--|--|
| Promote Fair and Equal Lending Practices | Priority #1 – Potential homebuyers are being turned down for lack of collateral, debt-to-income ratio and incomplete applications. | Disparities on loan approvals and denials by race and by Hispanic/ non-Hispanic ethnicity. African Americans and Hispanics tend to have higher loan application failure rates. | <ol style="list-style-type: none"> 1) Work with all members of St. Lucie County and Martin County Lending Consortiums to increase awareness of prevalent denial issues; 2) Continue to provide referrals to credit counseling agencies to improve credit ratings, and debt-to-income ratios, for homeownership potential; 3) Continue to provide promotional information for First-Time Homebuyer Workshops through public access venues; 4) Promote and hold at least two (2) Fair Housing / Homeowner educational events each year. 5) Promote and provide at least four First Time Homebuyer Workshops during each program year. 6) Promote financial literacy educational events within the City of Fort Pierce; and 7) Provide down payment and closing cost assistance to first-time homebuyers through the State Housing Initiatives Partnership (SHIP) program. |

Impediment #5 – Housing Market Segregation

| Goal | Contributing Factors | Fair Housing Issues | Metrics, Milestones, and Timeframe for Achievement |
|---|--|----------------------------|--|
| Work to eliminate segregated neighborhoods in Fort Pierce | <p>Priority #1 – Lack of amenities in lower-income minority neighborhoods.</p> <p>Priority #2 – Lack of public and private investment in lower-income minority neighborhoods</p> <p>Priority #3 – Housing and Mortgage Market Discrimination</p> | Housing Market Segregation | <ol style="list-style-type: none"> 1) During 2016-2020, continue 'creative placemaking initiative'- self-guided cultural history trails, events we promote across the U.S., commercial façade grants, beautification projects, art shows, festivals, etc., in segregated neighborhoods; 2) During 2016-2020, provide land and incentives for investment development of grocery, retail, and other businesses in segregated neighborhoods; 3) During 2016-2020, continue collaborations with investors, developers and St. Lucie County to develop artist live/work areas in segregated historic neighborhoods; 4) During 2016-2020, work with the local Board of Realtors and Lending Consortium to promote Fair Housing. 5) Work with local Affordable Housing Advisory Committee to promote ways to enhance local land development regulations to augment fair housing. |

C. AFFORDABLE HOUSING

Table 2A – Priority Housing / Special Needs

| PART I. PRIORITY HOUSING NEEDS | | Priority Level (H, M, L) | |
|---|---------------|--------------------------|---|
| Renter | Small Related | 0-30% | H |
| | | 31-50% | H |
| | | 51-80% | H |
| | Large Related | 0-30% | H |
| | | 31-50% | H |
| | | 51-80% | H |
| | Elderly | 0-30% | H |
| | | 31-50% | H |
| | | 51-80% | H |
| | All Other | 0-30% | H |
| | | 31-50% | H |
| | | 51-80% | H |
| Owner | | 0-30% | H |
| | | 31-50% | H |
| | | 51-80% | H |
| PART II. PRIORITY SPECIAL NEEDS | | Priority Level (H, M, L) | |
| Elderly | | H | |
| Frail Elderly | | H | |
| Severe Mental Illness | | H | |
| Developmentally Disabled | | H | |
| Physically Disabled | | H | |
| Persons w/Alcohol/Other Drug Addictions | | H | |
| Persons w/HIV/AIDS | | H | |
| Victims of Domestic Violence | | H | |
| Other | | H | |

Table 2A – Priority Housing Activities / Investment Plan

| Priority Need | 5-Yr. Goal Plan/Act | Yr. 1 Goal Plan/Act | Yr. 2 Goal Plan/Act | Yr. 3 Goal Plan/Act | Yr. 4 Goal Plan/Act | Yr. 5 Goal Plan/Act | Yr. 6 Goal Plan/Act |
|---|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| CDBG | | | | | | | |
| Acquisition of existing rental units | | | | | | | |
| Production of new rental units | | | | | | | |
| Rehabilitation of existing rental units | | | | | | | |
| Rental assistance | | | | | | | |
| Acquisition of existing owner units | | | | | | | |
| Production of new owner units | | | | | | | |
| Rehabilitation of existing owner units | 20 / | 4 / 2 | 4 / 1 | 4 / 2 | 4 / 17 | 4/26 | |
| Homeownership assistance | | | | | | | |
| HOME | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Acquisition of existing rental units | | | | | | | |
| Production of new rental units | | | | | | | |
| Rehabilitation of existing rental units | | | | | | | |
| Rental assistance | | | | | | | |
| Acquisition of existing owner units | | | | | | | |
| Production of new owner units | | | | | | | |
| Rehabilitation of existing owner units | | | | | | | |
| Homeownership assistance | | | | | | | |
| HOPWA | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Rental assistance | | | | | | | |
| Short term rent/mortgage utility payments | | | | | | | |
| Facility based housing development | | | | | | | |
| Facility based housing operations | | | | | | | |
| Supportive services | | | | | | | |
| Other – SHIP | | | | | | | |
| Rehabilitation of existing owner units | | 2 | 1 | 2 | 17 | 26 | |

Table 3B – Annual Housing Completion Goals - CDBG

| Grantee Name: City of Fort Pierce | Expected Annual Number of Units To Be Completed | Actual Annual Number of Units Completed | Resources used during the period | | | |
|--|--|--|---|--------------------------|--------------------------|--------------------------|
| | | | CDBG | HOME | ESG | HOPWA |
| Program Year: 2015 | | | | | | |
| BENEFICIARY GOALS (Sec. 215 Only) | N/A | N/A | | | | |
| Homeless households | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Non-homeless households | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Special needs households | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Sec. 215 Beneficiaries* | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| RENTAL GOALS (Sec. 215 Only) | N/A | N/A | | | | |
| Acquisition of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Production of new units | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Rehabilitation of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rental Assistance | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Total Sec. 215 Affordable Rental | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HOME OWNER GOALS (Sec. 215 Only) | N/A | N/A | | | | |
| Acquisition of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| Production of new units | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| Rehabilitation of existing units | 4 | 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | |
| Homebuyer Assistance | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Total Sec. 215 Affordable Owner | 4 | 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only) | N/A | N/A | | | | |
| Acquisition of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Production of new units | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Rehabilitation of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rental Assistance | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Homebuyer Assistance | | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Combined Total Sec. 215 Goals* | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing) | | | | | | |
| Annual Rental Housing Goal | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Annual Owner Housing Goal | 4 | 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Overall Housing Goal | 4 | 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The 2008 housing market crash led to drastically decreased property values which has increased the amount of affordable housing opportunities for low and moderate income residents. Unfortunately, home prices steadily increased throughout PY15. Investors have purchased hundreds of foreclosed homes within the City, leaving very few affordable homes available for first time homebuyers and lower income citizens. This dilemma is partially remedied through properties financed through Fannie Mae and Freddie Mac coming out of foreclosure being first offered to qualifying citizens for approximately 30 days before they are available to the general market.

The economic downturn resulted in soaring unemployment and Fort Pierce still has not recovered. Fort Pierce's unemployment rate in August, 2015 was 10.8%, compared to St. Lucie County's rate, which was at 6.8%, and the State of Florida, which was 5.3%. Unemployment and also "underemployment" remain on the forefront for the City of Fort Pierce, St. Lucie County, the State of Florida and the entire country.

The City has not detected that we are causing a negative impact on the development of affordable housing. Compared to surrounding communities, the City's fees and policies are reasonable. Nevertheless, the City will continue to periodically reassess development and impact fees, regulations and program policies and procedures and if we ascertain that a revision to these would enhance affordable housing opportunities for lower income residents of the City, we will certainly execute policy revisions, as needed, and as quickly as possible.

1. Comparison of proposed numeric goals (from the Consolidated Plan and Annual Action Plan) with the actual number of extremely low income, low income, and moderate income renter and owner households assisted during the reporting period.

| Households Assisted by Income Level (CDBG funding) | Proposed | Ext Low | Low | Moderate Renter | Moderate Owner |
|--|----------|---------|-----|-----------------|----------------|
| <i>Strategy/Activity</i> | | | | | |
| Housing Rehabilitation | | 26 | | | |
| Senior Citizen Housing Security Program | | | | | |
| Total | 0 | 26 | 0 | 0 | 0 |

| Households Assisted by Income Level (State Housing Initial Partnerships – SHIP Program) | Ext Low | Low | Moderate Renter | Moderate Owner |
|---|---------|-----|-----------------|----------------|
| <i>Strategy/Activity</i> | | | | |
| Down payment | | | | |
| Rehabilitation | 14 | | | |
| Emergency Repair | | | | |
| Disaster Mitigation | | | | |
| TOTAL | 14 | | | |

2. Report the number of households served meeting the Section 215 requirements of affordable housing. The City did not serve any households that entailed Section 215 requirements.

3. Description of efforts to address worst case needs. "Worst Case" housing needs are defined by HUD as very low-income unassisted families who pay more than half their monthly income for rent, live in severely substandard housing, or both.

The Fort Pierce Housing Authority administers a Section 8 Rental Housing Choice Voucher System, which provides rental assistance to very low income individuals and their families in Fort Pierce.

The City also continues to strive to address these worst case needs using SHIP funds to provide home rehabilitation for very low income homeowners and by partnering with organizations like

World Changers and Habitat for Humanity and through our new “Paint Our Town” program to provide home repairs for very low-income home owners.

4. In PY15, the City:

- Provided rehabilitation to fourteen (14) homes of citizens meeting this “worst case need” definition through home rehabilitation services as listed in the tables above during PY15, using SHIP funds.
- Provided CDBG funding and project coordination to World Changers organization and the Paint Our Town program volunteers who painted the exteriors and provided minor exterior repairs of twenty-six (26) homes belonging to citizens meeting the “worst case need” definition during PY15.
- Continued processing applications that will result in PY16 rehabilitations to homes belonging to very low income homeowners that meet the ‘worst case need’ using SHIP funds.
- Currently collaborating with Habitat for Humanity who has stated that they plan to rehabilitate between 21-27 Fort Pierce homes that belong to very low income citizens that meet the ‘worst case need’ definition during PY16.

5. **Description of efforts to address accessibility needs of persons with disabilities.** During PY15, the City provided funding and coordination to the World Changers organization and Paint Our Town program volunteers who assisted fourteen (14) senior and/or handicapped households, by providing ADA accessibility improvements. These are included in the ‘worst case needs’ paragraph description in #3, above. Additionally, fourteen (14) homes were rehabilitated with Florida State Housing Initiatives Partnership (SHIP) funds belonging to senior and/or handicapped citizens (also listed in #3 and #4, above).

D. CONTINUUM OF CARE

1. **Identify actions taken to address the needs of homeless persons and persons with special needs that are not homeless but require supportive housing.** The Treasure Coast Homeless Services Council, Inc. (TCHCS) serves as the official Continuum of Care for St. Lucie, Martin and Indian River Counties. It is the official qualified applicant for State and Federal homeless prevention and direct services funding on the Treasure Coast and the Lead Agency for the State Office on Homelessness. The City of Fort Pierce does not directly receive funding for homeless prevention.

During PY15, the TCHCS provided more than \$1,493,000 in services to 6,382 individuals.

The City sent a letter requesting assistance for our homeless population to the TCHCS in September, 2015 and later met with the executive director and requested assistance. We are hopeful that this meeting and future meetings will result in the TCHCS allowing the City of Fort Pierce to apply for grant funding through the Coalition to help address our growing homeless population.

2. **Identify actions taken to prevent homelessness and to help homeless persons make the transition to permanent housing and independent living.** TCHCS operates a Homeless Resource Center for Indian River, St. Lucie and Martin Counties, which provides approximately \$300,000 per year in direct assistance to homeless and near-homeless families and \$800,000 per year in rental housing payments on behalf of the disabled. TCHCS also provides approximately \$300,000 annually in direct funding to the homeless family shelter on the Treasure Coast, serving Indian River, St. Lucie and Martin Counties. Approximately thirty percent (30%) of the Homeless Family Center’s clients were from the City of Fort Pierce during PY15.

Based on the “Certification of Consistency with the Consolidated Plan” form that the City of Fort Pierce recently received from the TCHCS, St. Lucie County receives \$289,776 in funding that is only used to cover the rent for chronically homeless individuals and families. No funding is provided to City of Fort Pierce agencies that provide services to the homeless. According to the TCHCS’

Point in Time County for January, 2016, the City of Fort Pierce has experienced a 185% increase in homeless children since January, 2015.

3. Identify Federal resources obtained from the Homeless Super NOFA.

The TCHCS coordinates all grant funding applications through the State Office on Homelessness and HUD.

City staff met with staff of the TCHSC, several Fort Pierce nonprofit community supportive service organizations, local law enforcement and numerous concerned citizens at City Hall approximately three years ago to discuss coordination of services for our homeless population and to request assistance from the TCHSC. No collaborative offerings or financial support resulted from this meeting.

Urban Redevelopment staff met with Ms. Lori Sorino from HUD via telephone in August, 2015 and subsequently sent a letter to the director of TCHCS, with content based on Ms. Sorino's recommendations, requesting assistance to address our growing homeless population. The director of the TCHSC met with City Staff in late September, following our written request for assistance. To date, neither the City of Fort Pierce or any nonprofit agencies that provide resources for the homeless have been approved to submit a grant funding request or offered any collaborative solution through the TCHCS to address this critical issue.

Following is an overview of PY15 and previous funding accomplishments for the TCHCS:

- The TCHSC has received more than \$20 million in grants for homeless services since it began.
- The TCHSC is currently applying for renewal of grants totalling over \$1.4 million to cover the costs of housing chronically homeless individuals. \$289,776 will be used in St. Lucie County.
- In PY15, the TCHSC provided 307,314 to provide mental health services to 611 individuals.
- In PY15, the TCHSC provided \$1,595,254.63 to 4,308 individuals for rental assistance.
- In PY15, the TCHSC provided \$130,257 in short term rent through the Emergency Shelter Grant.
- TCHSC received FEMA Phase 30 Grant funds in 2013 for rental assistance, utility payments, security and utility deposits to 618 people.
- In PY13, the TCHSC provided 1,332,016 in rental assistance to 250 clients.
- In December, 2012, the TCHSC received a "Emergency Solutions" grant from the Department of Children and Families for \$104,500.
- The TCHSC receives at least \$950,000 per year from McKinney Vento under the Homeless Continuum of Care Competition.
- For 2010, the TCHSC received \$985,804 for Transitional Housing Supportive Services (SHP) and Homeless Management Information Systems (HMIS).
- In May, 2010, the TCHSC received \$344,160 from the Shelter Plus Care (S+C), program, which provides subsidized housing for disabled individuals and families in St. Lucie, Martin and Indian River Counties.
- The TCHSC also received \$60,000 from the State of Florida's Emergency Shelter Grant program during PY10. This funding was used to provide rent and mortgage payment assistance.
- The TCHSC also received \$100,000 from the State of Florida's Challenge Grant opportunity in PY10 to provide daycare and employment services for homeless living in TCHSC housing, and also case management and financial assistance for utilities and housing for disabled homeless individuals. The program will serve up to 145 individuals.
- During PY10, the TCHCS also secured \$2,101,264 in State of Florida Neighborhood Stabilization Program (NSP) funds to provide affordable rental housing to families who are at or below 50% of area median income and \$2,105,537 in Homeless Prevention and Rapid Rehousing Funding, of which \$1,236,207 was targeted to St. Lucie County residents. To date, more than 4,300 unduplicated individuals have been assisted since this program was implemented in 2009.

- The TCHSC also operates a mortgage modification program which has successfully assisted many families avoid foreclosure. Through the TCHSC Homeless Prevention and Rapid Rehousing Program, persons who are homeless or are subject to become homeless may receive down payment and closing cost assistance toward the purchase of a home, once they have obtained steady employment and have established an acceptable credit rating.
- Financial and credit counseling are provided by Consumer Credit Counseling Services, now rebranded under the name of CreditAbility, and is paid for by banks in the St. Lucie County Lending Consortium.

The Urban Redevelopment Department looks forward to collaborating with the TCHSC and are hopeful this will result in a partnership that will aggressively assist the growing homeless issues within the City of Fort Pierce.

E. OTHER ACTIONS

Other actions described in the Consolidated Plan and annual Action Plan are described below:

- 1. Address obstacles to meeting underserved needs.** The City amended its 2011-2015 Consolidated Plan to better address underserved needs, including support for the Fort Pierce Housing Authority's (FPHA) application for tax credits to rehabilitate a former hospital into apartments for lower-income senior and/or disabled citizens, slum and blight and infrastructure improvements in lower-income neighborhoods, and assistance with weatherization improvements for our lower-income citizens. The FPHA was denied funding in their first three (3) requests and are awaiting news of their fourth attempt at this funding request.
- 2. Foster and maintain affordable housing.** Several affordable housing concerns were made evident in the 2015 Action Plan Community Survey and in the 2016-2020 Assessment of Fair Housing Report, including the need for more code enforcement, street light improvements, signage and road improvements.

To help address these issues, the City used its CDBG funds to add additional lighting to the Lincoln Park neighborhood, specifically, the Avenue D corridor to complement the 2014 the Lincoln Park Improvement Project where more than \$500,000 in street repaving, curbs, gutters and sidewalk replacements and new signage was added. The City of Fort Pierce also replaced all of the existing lights in our lower income areas with LED lighting.

As stated earlier in this report, the City allocated funding in its 2013 Action Plan for 'cash match' toward the Fort Pierce Housing Authority's (FPHA's) grant application for tax credits to transform a vacant hospital into apartments for lower-income senior and/or disabled citizens. The FPHA continues to await news of the fourth (4th) attempt to receive these grant award.

Additionally, as detailed earlier, the City provided funding and project coordination for the World Changers Organization who painted and provided some rehabilitation to twelve (12) homes in 2013, four (4) in 2015 and sixteen (16) in June, 2016. The City also implemented its Paint Our Town program, which includes the City's collaboration with local businesses and nonprofits to provide minor exterior home rehabilitations and fresh paint for owner-occupied homes belonging to our most needy citizens. The Paint Our Town volunteers provided minor exterior repairs and painted 10 homes during 2015.

The City also used State Housing Initiative Partnership (SHIP) funds to rehabilitate fourteen (14) homes belonging to our very low income disabled senior citizens during PY15.

Eliminate barriers to affordable housing. The 2008 housing market crash led to drastically decreased property values which has increased the amount of affordable housing opportunities for low and moderate income residents. Unfortunately, home prices have steadily increased throughout PY15. Investors have purchased hundreds of foreclosed homes within the City, leaving very few affordable homes available for first time homebuyers and lower income citizens to purchase. Properties financed through Fannie Mae and Freddie Mac coming out of

foreclosure are offered to qualifying citizens for approximately 30 days before they are available to investors, which is very helpful.

The City is now offering Down Payment and Closing Cost Assistance up to \$15,000 for first time income-qualified citizens of Fort Pierce. We are currently processing six (6) applications for this program and continue our aggressive marketing campaign to promote this offering.

The economic downturn resulted in soaring unemployment and Fort Pierce still has not recovered. Fort Pierce's unemployment rate in October, 2016 was 8.3%, compared to St. Lucie County's rate, which was at 6.8%, and the State of Florida, which was 4.8%. Unemployment and also "underemployment" remain on the forefront for the City of Fort Pierce, St. Lucie County, the State of Florida and the entire country.

3. **Overcome gaps in institutional structure and enhance coordination.** The City of Fort Pierce works with the City of Port St. Lucie and St. Lucie County to coordinate three Housing Assistance Programs (CDBG, SHIP, and Hardest Hit). Quarterly lending consortium meetings are held to keep the groups connected and focused on affordable housing issues.

The City has been successful in engaging the Fort Pierce Housing Authority (FPHA), local non-profits, financial institutions, and the private sector in the provision of low and moderate-income housing. No gaps have been identified in this institutional structure.

4. **Improve public housing and resident initiatives.** The delivery of public housing requires the coordination of a number of agencies, both public and private. These agencies will continue to work together to eliminate potential gaps within the delivery systems in Fort Pierce. A vital agency in this initiative is the Fort Pierce Housing Authority (FPHA).

For PY15, FPHA activities included:

- A. Up to \$10,000 in educational scholarships were available to outstanding students in FPHA's Public Housing, Section 8 Housing Choice Voucher Program, or its Affordable Housing Program to start or continue secondary education. Scholarships were available for Associate Degrees, Bachelor Degrees, Master's Degree or Vocational Training.
- B. The FPHA allocated 844 Section 8 vouchers and provided 827 Public Housing leases in PY15; and administers 18 units of non-subsidized rentals.
- C. Out of 844, 39% of the households-elderly and/or disabled; 11%-elderly (not disabled).
- D. Installation of impact-rated windows and doors to 20 units
- E. Crime Reduction Initiatives – increase site lighting to 239 units and on site's parking/ pedestrian area redesign
- F. FPHA is currently extensively renovating the community center at 3100 avenue G for various community based services such as health care, youth programs, food bank, religious activities, etc.
- G. Upgrading a multi-family high rise building with fire rated entry doors for each unit and upgraded fire alarm system
- H. FPHA hired a firm to conduct an energy audit on all 827 public housing units and recommend energy saving methods or products.
- I. FPHA applied for and received funds to administer a Family Self – Sufficiency Program for both its Section 8 Housing Choice Voucher and Public Housing Programs. This program is designed to mentor families and link them to services, training, education and child care to help them eliminate the need for welfare. Currently, there are seventy-five (75) participating families.
- J. FPHA received 35 HUD-Veterans Affairs Supportive Housing (HUD-VASH) program vouchers in conjunction with the Section 8 Housing Choice Voucher program.
- K. FPHA received a \$500,000 Tenant Based Rental Assistance Grant from the State of Florida to be offered to families awaiting housing assistance through the Section 8 Housing Choice Voucher Program for a term no longer than two (2) years. Families receiving rental

assistance under this program are required to enroll in FPHA's Self-Sufficiency Program and receive mentoring and job training to reduce the dependence on welfare.

- L. FPHA's policies now allocate Section 8 Housing Choice Vouchers to local area witnesses of violent crime who agree to testify in court. The use of these vouchers is to relocate witnesses and protect against potential retaliation.
- M. FPHA requires all Public Housing families and their members who are 18 years and older to participate in obtaining at least eight (8) hours of Community Services and volunteer work unless they are disabled, attending post-secondary schooling or gainfully employed.

5. **Evaluate and reduce lead-based paint hazards.** During PY15, the City continued to encourage residents and property owners to test for and reduce lead paint. Homes assisted with CDBG or SHIP funding that were built prior to 1978 are automatically tested for lead-based paint, and safe practices and abatement/reduction procedures are followed on projects where lead based paint is identified.
6. **Ensure compliance with program and comprehensive planning requirements.** The City of Fort Pierce initiated a major reorganization to its housing program in February, 2010 and again in July, 2013. Trained, experienced staff is now responsible for ensuring compliance with all comprehensive planning requirements.
7. **Reduce the number of persons living below the poverty level.** The U.S. Census Bureau's State and County Quick Facts (<http://quickfacts.census.gov/qfd/states/12/1224300.html>) lists Fort Pierce with 35.7% of its population below the poverty level, compared to 16.3% of Florida and 14.9% in the United States, as a whole. The per capita income in Fort Pierce in November 2015 was \$16,597, which is low-income, compared to the State of Florida (\$26,236) and the Nation (\$28,051). The PY16 Public Service grant opportunity will be open to organizations that provide job training and job placement activities. We are hopeful this will initiate opportunities for local organizations to provide these much needed services within our lower-income neighborhoods.

Additionally, the City is collaborating with Career Source Research Coast (Workforce Solutions) to provide our 2nd Annual Job Fair in our Lincoln Park neighborhood in January, 2017.

The City is also collaborating with the Service Corps of Retired Executives (SCORE) organization that will provide quarterly business informational workshops beginning November 18, 2015 for existing small micro-enterprises located in some of our very low income areas. Attendees to at least two (2) workshops will qualify to apply for a small grant from the City to purchase equipment, signage, etc. that will help increase their capacity and sustainability. To date, we have held six (6) quarterly workshops that were attended by 45 small business owners and have provided eighteen (18) grants to small businesses.

8. **Address Crime Prevention within the City of Fort Pierce.** Specific Fort Pierce Crime Statistics for 2015 and 2016, as of 8/3/16, provided by the City of Fort Pierce Police Department, per the Uniform Crime Reporting (UCR) program:

| FORT PIERCE CRIME SUMMARY | | |
|----------------------------------|-------------|-------------|
| UCR Category | 2015 | 2016 |
| Homicide | 4 | 5 |
| Forcible Rape | 21 | 7 |
| Robbery | 60 | 45 |
| Aggravated Assault | 123 | 115 |
| Total Violent Crimes | 208 | 172 |
| Burglary | 219 | 160 |
| Larceny/Theft | 776 | 582 |
| Auto Theft | 66 | 36 |
| Total Non-Violent Crimes | 1061 | 778 |
| UCR TOTAL | 1269 | 950 |

If a community fails to look after its physical fabric — overgrown vacant lots, junk vehicles and buildings with broken windows or unkempt appearance — sooner or later crime will follow, and it's likely to get worse as the surroundings deteriorate.

So, it's no surprise that the areas of Fort Pierce with the highest crime statistics are those with the largest slum and blight areas. The City, along with neighborhood residents, are stepping up and taking charge, clearing overgrowth on unused lots, and cleaning up trash and debris.

The amount of trash removed from some northwest neighborhoods during a recent "Great America Cleanup" event, sponsored by the City's Public Works Department, was staggering. The cleanup was held in May, 2016, resulted in tons of debris collected in just four hours.

There are many vacant lots in our depressed neighborhoods, and left unattended, undergrowth can easily reach head-high, which allows bad guys to stash weapons or drugs or to even use the overgrown plants as cover to hide themselves from law enforcement officers. Criminals also use dilapidated buildings for the same reasons. Lots can become so overgrown that buildings on them are completely hidden.

The City continues to promote the following programs, as detailed in earlier Action Plans as its "Anti-Poverty Strategy":

(1) Anti-Poverty Strategy

- a) **The "Where to Turn" - 211 System.** The City of Fort Pierce is too small to be the lead agency for major social welfare programs such as Family Self-Sufficiency, Head Start, State and local Programs, Section 3, Welfare to Work or Workforce Development initiatives. Instead, the City partners with other Counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network which provides an annual written update as well as computer and telephone information and referral for all social service needs.

The 211 system provides all special needs groups with a single point of contact for finding solutions to their problems and is available in English, Spanish and Creole. The 211 system links all social service providers into a multi-county network seeking solutions to individual and family needs.

- b) **St. Lucie County Social Services Department.** Beyond the 211 network, the St. Lucie County Social Services Department serves as the lead agency for the three-County Treasure Coast Community Action Agency assisting low income citizens with Community Services Block Grant funding. These services include: rent/mortgage assistance, emergency car repairs, prescriptions, utility deposits and billings, and camperships for children. Additional services include: assistance for indigent burials, administration of a program which provides emergency medicine needs and manages the State-mandated share of county Medicaid Hospital and Nursing Home funding, as well as the Health Care Responsibility Act. County staff serves on state-wide advisory committees that relates to social services that serve the area.

The County ADA coordinator participates on the Emergency Disaster Team and in the staffing of a Special Needs shelter. This Department also serves as a First Stop Center for referral services, enabling clients to access assistance that is not budgeted by the City but is available by other agencies within our County. In addition, the Department distributes Thanksgiving and Christmas food baskets, coordinates the "Adopt A Family" program for the holidays, maintains a food pantry, participates with non-profit agencies to provide toys at Christmas for less fortunate children within St. Lucie County and miscellaneous assistance throughout the entire year. Funds from the Community Services Block Grant targets low income persons which is commensurate with the Community Development Department's Anti-Poverty strategy on behalf of the very low-income households with incomes under 30% of median annual income.

- c) **Economic Development and Anti-Poverty.** It is important to recognize that the Anti-Poverty Strategy is not a housing plan; it is an economic development plan to increase incomes, and create and sustain jobs for low and moderate-income citizens. As noted earlier, the economic

crisis in St. Lucie County, the State of Florida, and all across the United States has led to a significant decrease in employment opportunities and increased housing foreclosures for all sectors. The City believes housing must be a major component of any anti-poverty strategy, since a secure and affordable residence allows household members to pursue jobs, education and training without having to worry about the threat of homelessness.

Economic development is listed as one of the top three highest priorities in the City's Consolidated Plan, along with affordable housing and a suitable living environment.

The City supports its two Main Street organizations (Community Based Development Organizations-CBDOs), with CDBG funds. These CBDOs are tasked with providing specific business development assistance in lower income areas.

We believe that economic opportunity refers not just to economic opportunity for individuals in the form of jobs, but also to economic opportunities for local businesses who provide goods and services. As populations and commercial activity increases, the ability of a community to be economically competitive and the success of the community in sustaining and growing existing, local businesses and employers and attracting new ones, also increases.

Implementation of anti-poverty efforts is a cooperative effort between County agencies, the City of Fort Pierce, the Fort Pierce Redevelopment Agency, local organizations, including the Fort Pierce and Lincoln Park Main Street Programs, Allegany Franciscan Ministries, and the Fort Pierce Housing Authority.

The City is currently collaborating with St. Lucie County, Allegany Franciscan Ministries and Lincoln Park Main Street to acquire commercially-zoned property in our Lincoln Park neighborhood to offer to developers for a large grocery-retail store on the main thoroughfare which will provide jobs, employment training and potentially lay the cornerstone to trigger an economic upsurge for the entire area.

d) Key Players - The economic and housing programs that are instrumental in the Anti-Poverty Strategy include:

- **Community Development Block Grants (CDBG)** - CDBG funds will be used to update infrastructure, rehabilitate commercial facades and address spot slum and blight in lower income areas. Additionally, these funds will be used to enhance cultural offerings, promote tourism in our lower income neighborhoods and encourage visitors to come to Fort Pierce, which will create and sustains jobs for low- and moderate-income persons and invigorate community-based organizations that provide positive activities for youth development and services for our senior citizens, and the un- and underemployed, such as educational opportunities and job training.
- **Florida State Housing Initiatives Partnership (SHIP) Program:** The City uses SHIP monies to assist very low income homeowners with repairs to their property.
- **Hardest Hit Program:** When the City disbanded the Department of Urban Redevelopment in 2013 due to budget shortfalls, the City of Port St. Lucie, Florida took over our Hardest Hit program, including providing oversight for all of our active clients. Port St. Lucie is about 12 miles from Fort Pierce. We now refer all calls for Hardest Hit assistance to the City of Port St. Lucie. To date, the City of Fort Pierce has processed 165 applications for foreclosure assistance, and qualified 45 citizens who have actually benefitted from the program.
- **Fort Pierce Housing Authority:** Very low-income households, particularly renters, are rated as priority numbers 2 and 3 in the City's Consolidated Plan. Persons who are represented in this category are eligible to receive assistance from the Fort Pierce Housing Authority. The City of Fort Pierce obligated \$37,500 in its PY2013-2015 Action Plan as a cash match for the Fort Pierce Housing Authority's grant application to rehabilitate a local abandoned hospital into apartments for lower-income senior citizens.

- **Allegany Franciscan Ministries:** The City of Fort Pierce’s Lincoln Park Neighborhood was selected by Allegany Franciscan Ministries to receive financial support for economic development initiatives. To date, this collaboration has resulted in additional funding for Public Service grant awardees located in the neighborhood and a commitment for financial assistance to provide a large grocery/retail business for the food dessert, which will provide employment for local residents and potentially spur economic development in the area.

E. LEVERAGING RESOURCES

1. Identify progress in obtaining “other” public and private resources to address needs.

SHIP Funding - The City is currently preparing to rehabilitate the exteriors (roofs, gutters, siding/paint, exterior doors, hurricane shutters, ac/heat systems, etc.) for fourteen (14) homes belonging to very low income citizens using its SHIP funds during PY15.

Local banks that are members of the St. Lucie County Lending Consortium contribute to the provision of affordable housing by helping to defray the cost of the homeownership workshops. The local banks pay a fee to be a member of the consortium, which in turn is used to procure the services of Consumer Credit Counseling Services to provide the training. Participating in the affordable housing program also aids in promoting the local banks’ Community Reinvestment Act federal compliance. Six (6) workshops for new homebuyers were held during PY15. Approximately 40 Fort Pierce residents attended the workshops.

State of Florida Hardest Hit Program Funding – The City’s Hardest Hit Program was transferred to the City of Port St. Lucie in August, 2013, due to staffing shortages. As mentioned earlier in this report, the City of Port St. Lucie is approximately 12 miles from Fort Pierce.

Section 8 Program - The mission of the Section 8 Housing Choice Voucher (HCV) Program is to provide housing assistance to eligible low-income families, enabling them to rent decent, safe and affordable housing of their choice within the private rental market. The Fort Pierce Housing Authority’s (FPHA) Five-Year Agency Plan’s Strategic Goal is to encourage homeownership by providing HCV participants with the tools to effectively acquire homes by participation in a Self Sufficiency Program.

The HCV program provides assistance to eligible households leasing existing privately owned housing. Participants pay no more than 30 percent of their adjusted gross income for housing. The Section 8 moderate rehabilitation program provided property owners with low interest loans to rehabilitate their properties. The properties were rented for a specified period of years to low income tenants.

The FPHA managed an allocation of 844 vouchers, and 827 leases. The program’s family make-up included 39% elderly and/or disabled; 11% elderly (not disabled).

World Changers – The City of Fort Pierce used CDBG funds to purchase supplies and materials for the World Changers, an energetic group of volunteers from across the United States, who traveled to the City and transformed 4 dilapidated structures belonging to some of our poorest citizens into attractive, livable homes.

Paint Our Town – The City of Fort Pierce continues using CDBG funds and collaborations with local merchants and nonprofits to provide paint and paint supplies and free labor to paint the exteriors of homes belonging to our lower income citizens.

Habitat for Humanity – The City continues to corroborate with Habitat for Humanity and will donate abandoned homes and provide materials to the organization, who rehabilitated 6 homes for lower-income Fort Pierce citizens in PY15.

Allegany Franciscan Ministries – The City continues our collaboration with Allegany Franciscan Ministries which selected the Lincoln Park Neighborhood in Fort Pierce to receive financial assistance for the development of economic development initiatives over the next 6-7 years.

2. How Federal resources from HUD leveraged other public and private resources.

Commercial Façade Grants – The City expended \$35,279 to close out 2014 in CDBG funds for commercial façade grants, which leveraged over \$200,000 in commercial property improvements.

World Changers / “Paint Our Town” – The City of Fort Pierce used CDBG funds to purchase supplies and materials for the World Changers, an energetic group of volunteers from across the United States, who traveled to the City and transformed 16 dilapidated structures belonging to some of our poorest citizens into attractive, livable homes. The City’s Paint Our Town program, which involves collaboration between the City and local businesses and local nonprofits, painted and provided minor exterior repairs to an additional ten (10) homes. The City provides funding, the businesses provide materials, paint, etc. either free or at a discounted price, and local nonprofits provide free labor to paint homes belonging to our lower income citizens.

G. CITIZEN COMMENTS

Citizen comments on the PY15 CAPER were solicited through a “Public Notice” request that was placed on the City’s website (cityoffortpierce.com) and in the local newspaper, and on the Public Information Board at City Hall. The public was provided an opportunity to review the CAPER online via the City’s website, at the Fort Pierce Public Library and at City Hall between December 6 and December 20, 2016. A public presentation and public hearing was held on December 19, at regularly-scheduled City Commission meetings at Fort Pierce City Hall.

Public Comments will go here:

H. SELF EVALUATION

Are activities and strategies having an impact on identified needs? What indicators would best describe overall results? Are major goals on target?

We believe the PY15 activities are having an impact on identified needs. Please see overview of indicators for each activity below. All major goals are on target.

Housing Rehabilitation - Provided rehabilitation assistance for 14 homes through the SHIP program and provided minor repairs and painted the exteriors of four (26) homes belonging to very low income citizens through the World Changers and Paint Our Town projects.

Infrastructure – Completed additional lighting to complement 2014 infrastructure improvements, which included new street lighting and street resurfacing, sidewalks, repair/replace curbs and gutters, adding new signage and landscaping in the Lincoln Park neighborhood.

Senior Citizen Housing Assistance – Allocated \$37,500 in the 2013-2015 Action Plan for the Fort Pierce Housing Authority (FPHA) to use as ‘cash match’ in their tax credit grant application to rehabilitate former hospital into apartments for very low income and disabled senior citizens. The FPHA is awaiting word on the application.

Code Enforcement – Provided salaries for 2 Code Enforcement officers who inspected 1,517 buildings to help alleviate slum and blight conditions in lower income neighborhoods.

Public Service Projects – Provided grants to fourteen (14) public service organizations who directly served 2,612 citizens.

Community Based Development Organizations - Provided grants to Lincoln Park and Fort Pierce Main Street Organizations conduct neighborhood revitalization, economic development, heritage tourism and historic preservation projects/services for businesses located in lower income areas.

Micro Enterprise – Provided marketing/development campaign for 43 small businesses, quarterly workshops for more than 45 small business owners; and small business grants for 15 minority-owned small businesses.

Promoted local art and cultural heritage projects which are serving as catalysts for neighborhood revitalization in lower-income neighborhoods.

Provided maintenance and ongoing upkeep for our beautiful community garden in the Lincoln Park Neighborhood, a community focal point.

- 1. What barriers may have a negative impact on fulfilling strategies and achieving the overall vision? We do not foresee any barriers at this time.** We do not see any barriers at this time.
- 2. Based on this evaluation, what adjustments or improvements to strategies and activities might help meet the identified needs more effectively?**

Creating an environment conducive to economic growth is a complex process, requiring planning, community leadership and involvement, and innovative thinking. Jobs alone will not necessarily generate sustainable economic opportunity. What worked twenty years ago will not necessarily create a solid economic base today, particularly in smaller urban settings.

The City of Fort Pierce recognizes that our tourism industry is an integral and important part of the future economic development and employment growth within the area. Support for the continued competitiveness of our local tourism industry and the creation of an environment where businesses can succeed, in all commercial areas of the City, are central to our objectives.

Many factors contribute to whether or not a community can generate and sustain economic opportunity, including community quality of life, the appearance and vitality downtown areas, business centers and surrounding residential neighborhoods and commercial corridors, infrastructure availability and capacity, the presence of essential services such as health and public safety, education and skill level of the workforce, ability of the community to provide for current and future workforce needs, adequate and easily-accessible transportation that provides access to markets and linking employers, customers and employees, and so forth.

At the same time, the existence and obstacles to development, such as abandoned and dilapidated buildings that dominate decaying town centers can impede economic growth if they are not identified and eliminated.

The City's strategy is reflected in its amended 2011-2015 Consolidated and new 2015-2016 Action Plans involves addressing code violations, improving infrastructure and helping to rebuild a sense of 'community' in our lower-income neighborhoods and commercial corridors, revitalizing and invigorating commercial areas, stabilizing and improving the sustainability of local businesses, addressing brownfields and environmental and expanding overall essential business and residential services.

The City will continue to pursue other forms of public and private assistance that will directly result in new or retained jobs, particularly for low and moderate income residents and for projects and activities that enrich communities, revitalize neighborhoods and holistically address elements that impact the City's attractiveness to business and industry, its ability to grow local businesses and industry and its overall ability to support economic activity and growth.

Future Plans – Additional adjustments may be required to CDBG funding priorities and activities in the future, as needs continue to change, funding levels are reduced or increased, new funding sources are obtained, or shifts occur in strategies for housing, community or economic development.

Some of our future plans which we have listed in our 2016-2017 Action Plan include continuing to provide small business consultation and workshops, grants to increase the capacity and sustainability of small micro enterprises, collaborating with Career Source Research Coast to provide annual job fairs and continuing our work of implementing a 'creative placemaking' initiative in the Lincoln Park neighborhood, using cultural arts and history recognition events to instill civic pride and hopefully help bridge divides in our city and spur economic development and job creation.

Part of the 'Creative Placemaking' initiative involves capitalizing on our local assets, which include the world-renown Highwaymen Artists, many who still live and paint in Fort Pierce. The Highwaymen, also referred to as the Florida Highwaymen, are a group of 26 African American

Florida Hall of Fame landscape artists. Self-taught and self-mentoring, they created a body of work of over 200,000 paintings, despite living in Jim-Crow era Florida and facing many racial and cultural barriers.

The Highwaymen painted landscapes and made a living selling them door-to-door to businesses and individuals throughout Florida from the mid-1950s through the 1980s. They also peddled their work from the trunks of their cars along the eastern coastal roads, thus earning them the “Highwaymen” name.

The City held the ribbon cutting for the Highwaymen Heritage Trail and first annual Highwaymen Art Show and Festival on February 20, 2016. Dignitaries from across the area attended. We are working toward our 2nd annual event which will be held in February, 2017. We expect this project to help create a resurgence of civic pride, increase tourism, expand economic opportunities and create jobs.

In addition to the Florida Highwaymen, the City recently assumed ownership of the Zora Neale Hurston Dust Tracks Heritage Trail from St. Lucie County. Ms. Hurston lived the final years of her life in Fort Pierce. The cultural trail, which is also located within the Lincoln Park neighborhood, is visited by local citizens, students and tourists from across the globe. We are hopeful that we will be able to implement an annual Zora Festival which will be held in the heart of the Lincoln Park neighborhood, along the beautiful Moore’s Creek Linear Park.

Florida has just recorded another record-breaking year in tourism. Promoting our small tourism-based businesses will also spur economic growth, development, and create jobs.

In late 2013, Allegany Franciscan Ministries developed the “Common Good Initiative” designed to mobilize communities towards better health and wellness through community engagement with a long-term commitment of resources. After an extensive and thoughtful discernment process, one community in each of Allegany’s three regions was chosen for the new initiative. The City of Fort Pierce’s Lincoln Park neighborhood was selected from Allegany’s Palm Beach region.

Allegany now has a placed-based funding commitment of \$4.2 million over five to six years for the Lincoln Park community. The City is collaborating with Allegany to facilitate economically viable investment opportunities, including a new grocery/retail business along Avenue D, the neighborhood’s commercial corridor.

Youth and gang violence is a significant issue that impacts many communities across the United States, including Fort Pierce’s Lincoln Park Neighborhood. Many different groups have come together such as law enforcement, public health, faith leaders, residents and other stakeholders to address the issue. They have agreed to use a public health approach of focusing on the root causes of gang life – poverty, education attainment, and unemployment to reduce the violence.

The Fort Pierce Police Department was awarded a \$203,000 grant from OJJDP and St. Lucie’s Board of County Commissioners awarded \$40,000 to implement the “Restoring the Village” initiative. The City of Fort Pierce provides office space, utilities, etc. to the director and staff of the initiative, now based at City Hall.

I. MONITORING

1. Describe how and the frequency with which you monitored your activities. In compliance with Section 91.230 of the Final Rule, the following is a description of the standards and procedures the City of Fort Pierce uses to monitor project and program activities authorized under federal programs. The City of Fort Pierce is committed to using federal funds appropriately and in such a manner that maximizes public benefit to low and moderate income households. The City utilizes a variety of administrative mechanisms to ensure the success of their endeavors through both project and program monitoring:

a) Project Monitoring. The goal of project monitoring is to ensure that HUD-funded projects and activities are implemented in a timely manner in accordance with federal regulations and other statutory or regulatory requirements. As a means to achieve this goal, the City’s monitoring

efforts focus on identifying deficiencies, promoting corrections, and providing technical assistance in order to improve the performance of the City and all its partners. This process involves effective communication and cooperative, problem-solving relationships between the City, contractors, and subrecipients.

Project monitoring activities are comprised of desk reviews and/or on-site visits during which management procedures, goal establishment and achievement, record keeping, organizational financial status, construction and labor standards (if applicable), procurement procedures, and other areas relevant to the project are reviewed. The information to be reviewed is outlined in checklists that are developed for each type of activity. These checklists are created using HUD's Monitoring Handbook, regulations, and other requirements from each funding source

- b) **Desk Review.** Desk review is a monthly, ongoing process in which the City Grants Administrator uses monthly reports submitted by recipients to review the subrecipient or business performance in carrying out the approved project or activity. This review process enables the City to identify problems requiring immediate attention and to prepare for more in-depth on-site monitoring, as needed. Materials used for this review include, but are not limited to, the executed subrecipient/business agreement, requests for reimbursement, monthly, quarterly, and annual reports, audits, Certificate(s) of Liability Insurance, participant eligibility information, documentation from previous monitoring visits, and the original funding application.
- c) **On-site Monitoring.** On-site monitoring is a structured review at the location(s) where project activities are being carried out or where project records are maintained. In preparation of an on-site monitoring visit, the assigned staff contacts the subrecipient/business to explain the purpose of the visit, schedules a time and date, sends a confirmation letter, and performs a desk review.

Once on-site, staff reviews the subrecipient/business files, including source documentation, to ensure compliance with all regulations governing their administrative, financial, and programmatic operations. Staff also verifies that performance objectives are on target and that the activity or project is projected to be completed within budget and schedule. This information is utilized to complete the appropriate checklist(s) and exit interview prior to site departure. During the exit interview, staff provides the subrecipient/business with an explanation or overview of the tentative conclusions reached during the monitoring visit.

Once the on-site visit is concluded, a formal written report describing the results of the visit, including a list of any findings or concerns is provided. This report also recommends corrective actions to address and rectify any issues, as needed. Once the corrective actions are addressed, the City closes out the monitoring review.

The City's Department of Urban Redevelopment monitors all project activities, including housing, infrastructure, public service agencies, economic development programs, and Section 108 projects. Staff works independently to monitor all respective projects and activities.

- d) **CDBG Public Service and Economic Development Activities.** City staff performs monthly desk reviews and, when necessary, on-site monitoring visits for each public service activity to ensure that subrecipients are in compliance with federal regulations, statutory requirements, and the terms of their subrecipient agreement with the City. Additional monitoring is conducted, as needed. Prior to approval, staff verifies eligibility with regard to the criteria outlined in the individual agreements, services provided, and other relevant criteria, as appropriate. These periodic reviews enable staff to measure performance and ensure the timely expenditure of funds.
- e) **All Other Projects and Activities.** The Department of Urban Redevelopment and Federal Projects Administrator are responsible for monitoring all projects and activities funded by CDBG, SHIP and NSP. At the beginning of each project, staff develops a Monitoring Plan/Schedule for all projects and activities. This plan is derived by conducting an assessment of all projects and activities included in the Action Plan. Additionally, the Monitoring Plan considers HUD's

requirements for post-completion monitoring such as minimum-use period, affordability, income eligibility, and housing quality standards requirements.

All projects administered by the City undergo monthly and annual desk reviews as well as periodic reviews similar to those discussed above when reimbursements are requested. When it's a housing and/or infrastructure activity, staff members, including employees from our Engineering and Building Departments, perform a physical inspection of the work that has been completed and reviews the recipient's Davis Bacon documentation, as necessary, prior to any payment, if applicable.

- f) **Program Monitoring.** The City understands the importance of performing a periodic self-evaluation with respect to the goals and objectives outlined in the Consolidated Plan as well as the activities included in each Action Plan. The purpose of this review is to ensure long term compliance with program and comprehensive planning requirements. The core component of the City's structure for Program Monitoring is the Integrated Disbursement and Information System (IDIS). In this system, all CDBG and Section 108 funded projects are reviewed in report format to track the timely expenditure of funds as well as overall program performance.
- g) **Timeliness.** The City of Fort Pierce achieved its Timeliness ratio for PY15.
- h) **Program Performance.** The primary means of assessing program performance is through the development of the Consolidated Annual Performance and Evaluation Report (CAPER) at the end of each program year. The information that is provided in this report allows the City and HUD to review the overall program's performance. The performance measurement system clearly demonstrates whether the City has met the annual goals and objectives and is on target to meet its projected goals and objectives.

The final layer of program performance is provided through an annual audit by external independent auditors. Information obtained from these audits is evaluated and incorporated, as appropriate, as revisions to the City's policies and procedures.

- **Contract Agreements.** The City enters into binding contractual agreements with parties participating in federal programs. Such agreements are useful tools for insuring compliance with program provisions by the City and these parties. Additionally, these agreements provide a basis for enforcing program requirements and for identifying remedies in the event of a breach of the provisions by these parties. Elements contained in these agreements are inclusive of, but not limited to: type of activity, specific "boiler plate" provisions, other terms and conditions, special program requirements, budget, scope of services, reporting requirements, and other special provisions.

2. What is the status of your grant programs?

- **Are any activities or strategies falling behind schedule?** No.
- **Are grant disbursements timely?** Yes
- **Do actual expenditures differ from letter of credit disbursements?** No

SECTION III: CDBG PROGRAM

J. Assessment of Relationship of CDBG funds to Goals and Objectives. During PY15, the City of Fort Pierce expended \$517,932 of CDBG funds to address spot slum and blight, code enforcement, public service projects, neighborhood revitalization, commercial façade improvements, micro-enterprise assistance, and to promote local art and cultural heritage, community focal points and provide project administration.

1. Assess the use of CDBG funds in relation to the priorities, needs, goals and specific objectives of the Consolidated Plan, particularly the highest priority activities. (breakout)

The Goals and Priorities of the Consolidated Plan are:

- Provide Decent Housing
- Establish and Maintain a Suitable Living Environment
- Promote Neighborhood Stabilization
- Stabilize and Expand Small Existing Businesses

2. Evaluate progress toward meeting the goals of providing affordable housing using CDBG funds, including the number and types of households served.

The City of Fort Pierce will use State Housing Initiative Partnership (SHIP) funds to provide housing rehabilitation for our citizens.

3. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low income and low and moderate income persons.

| | |
|------------------------------|-----------|
| Extremely Low-Income Benefit | \$223,008 |
| Low Income Benefit | \$141,085 |
| Low and Moderate Benefit | \$103,839 |

4. Low/Moderate Income Benefit. In accordance with the HUD-approved Consolidated Plan, the City of Fort Pierce allocated CDBG funds to meet HUD's National Objectives.

5. Amendments and Other Changes to the Programs. The City pursued the resources identified in the Consolidated Action Plan.

6. National Objective Failures. The City experienced no National Objective Failures in PY15.

7. Actions Taken to Avoid Displacement. The City did not have any activities taking place during the program year which had the potential to cause displacement.

8. Compliance with URA. In cases where the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) applies, the City reviews files and monitors the following areas: all activities subject to adding to the workload (relocation/acquisition management), persons displaced and not displaced, temporary moves, the adequacy of replacement housing, benefits calculation, advisory (supportive) services and complaints and/or appeals that may be provided.

9. Jobs filled with Lower Income People. There were no jobs created in PY15 as a result of CDBG Entitlement funding support.

10. For Limited Clientele Activities. In PY15, the City of Fort Pierce conducted Limited Clientele Activities utilizing CDBG funding in the Public Services Strategy, which provided CDBG funding for a total of 14 community non-profit organizations. All of these organizations were of such nature and/or in such location that it was reasonably concluded that their clientele were primarily extremely low and low-income.

11. Rehabilitation Accomplishments and Costs. The City rehabilitated fourteen (14) homes belonging to very low income residents for a total cost of approximately \$282,000 using SHIP funds. Additionally, the exteriors of twenty-six (26) homes belonging to our lower-income citizens were painted by the World Changers organization and the Paint Our Town program for a total cost of approximately \$18,000

12. Changes in Program Objectives. Identify the nature and reasons for any changes in program objectives and indications of how the jurisdiction would change its programs as a result of its experiences (24CFR81.520(c)).

Economic shifts, high unemployment, increased crime and uncertainties relating to funding are propelling the City to continuously explore new strategies.

13. Neighborhood Revitalization Strategies. The City of Fort Pierce does not have an approved Neighborhood Revitalization Strategy Area.

Section 108 Loan Guarantee

| Grantee Name | ST | Section 108 Project # | Project Name | 108 Loan Amount | 108 Amt Advanced | Total CDBG Assist | FTE Jobs Est. in 108 Appl. | Total Actual FTE Jobs Created or Retained | # of FTE Jobs Held by/ Made Avail. to Low/ Mod | Total Housing Units Assisted | # of Units Occ. by Low/ Mod HouseHds | Slum/ Blight Area Y=Yes |
|-----------------------------------|----|-----------------------|--|-----------------|------------------|-------------------|----------------------------|---|--|------------------------------|--------------------------------------|-------------------------|
| Coral Square Shops of Florida LLC | FL | B-08-MS-12-0031 | Coral Square Shoppes Redevelop Project | \$3,395,000 | \$3,395,000 | 0.00 | 115 | 65 | 30 | N/A | N/A | Y |

SECTION IV: HOME PROGRAM

The City of Fort Pierce does not receive funding under the HOPWA Program.

SECTION V: HOPWA PROGRAM

The City of Fort Pierce does not receive funding under the HOPWA Program.

SECTION VI: EMERGENCY SHELTER GRANTS PROGRAM

The City of Fort Pierce does not receive funding under the Emergency Shelter Grant Program.

IDIS REPORTS

Summary of Accomplishments Report (C04PR23)

Summary of Consolidated Plan Projects for Report Year XXXX (C04PR06)

CDBG Financial Summary Report (C04PR26)

CDBG Summary of Activities (C04PR03)

CDBG Performance Measures Report (C04PR83)

CDBG Strategy Area, CDFI, and Local Target Area (C04PR84)

HOME Housing Performance Report (Grantee/PJ) (C04PR85) – *Not Applicable*

ESG Performance Measures Report (C04PR81) – *Not Applicable*

HOPWA Measuring Housing Stability Outcomes (C04PR80) – *Not Applicable*

HOPWA Units/Households and Funds Expended (C04PR82) – *Not Applicable*

City Commission Regular Meeting

Agenda Item # 12. c.

Meeting Date: 12/19/2016

Re: Alarm Ordinance Revisions

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

SUBJECT:

Ordinance 16-022 Amending the current Alarm Ordinance. FIRST READING

SUMMARY:

The 911 Board of Governors created an Alarm Committee that consisted of a representative from each one of the five public safety agencies in St. Lucie County: the Fort Pierce Police Department, the Port St. Lucie Police Department, the St. Lucie County Sheriff's Office, the St. Lucie Fire District, and the St. Lucie County Department of Public Safety. The purpose of the Alarm Committee was to develop a county-wide Alarm Ordinance. St. Lucie County and the City of Port St. Lucie has adopted the new Alarm Ordinance. The Alarm Ordinance was presented to the City Commission, who proposed several changes to the county-wide Alarm Ordinance. Those revisions have been incorporated the City of Fort Pierce's Ordinance.

RECOMMENDATION:

The recommendation from staff is to Adopt Ordinance 2016-022.

ALTERNATIVES:

The alternative is to not adopt the revisions to the City's Alarm Ordinance and continue with the existing ordinance.

RESPONSIBLE STAFF:

Lieutenant Christopher Bender

COORDINATED WITH:

Linda Cox, City Clerk and Lola Mosley, Senior Assistant City Attorney

Fiscal Impact

Budgeted Y/N: n

Fiscal Year: 2017

Account: n/a

OTHER INFORMATION:

There is no direct fiscal impact from this ordinance proposal. The only indirect fiscal impact may be the requirement to hire an alarm coordinator within the City. Funding for this position would come from the fees collected by adopting the Ordinance.

Attachments

16-022

Form Review

Inbox

City Manager

Form Started By: Christopher Bender

Final Approval Date: 11/16/2016

Reviewed By

Nick Mimms

Date

11/14/2016 02:09 PM

Started On: 11/01/2016 09:04 AM

ORDINANCE NO. 16-022

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

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

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

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

Sec. 14-18. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Alarms caused by hurricanes, tornadoes, earthquakes or other violent conditions;
- ~~(2) Alarms transmitted because of a water main break or similar causes that occur outside of the protected property;~~
- ~~(3)~~ 2 Alarms covered by Sections 401.44 and 806.101, Florida Statutes;
- ~~(4) Alarms transmitted from an occupied residential dwelling unit, except where the alarm is activated as a result of the negligence of the owner, lessee or occupant of the occupied residential dwelling unit.~~

~~Fire alarm systems. The term "fire alarm systems" refers to a signal or message from a person or device indicating the existence of a fire or other emergency which requires fire department action and shall mean any device designed for the detection of the products of combustion, or a system which depends on a manual initiation to inform~~

~~others of the presence of fire, or both, which device when activated emits a sound or transmits a signal beyond the premises.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) **Required.** ~~No person shall install or operate an alarm system serving a premises or a building, or portion thereof, unless an alarm permit in the form of a decal has been issued hereunder and is in force authorizing the use of such alarm. For any alarm system existing prior to the effective date of this article, an alarm permit application shall be made within sixty (60) days of the effective date hereof. It shall be unlawful for any person or company to operate, monitor, or be responsible for an alarm system, without prior registration with the entity third party administrator designated by the County. This shall apply to both commercial and residential systems. Any after the-~~

~~fact permit issued to persons who initially failed to obtain a permit shall be issued at twice the cost of the permit fee. Each person or company which operates, monitors, or has responsibility for alarm systems, who notifies the county of an alarm activation, shall at the time of notification, disclose the name, address, telephone number, and permit number of the alarm user to the county.~~

- (b) A contractor as defined in Section 553.793, Florida Statutes, or an alarm system monitoring company that installs a monitored alarm system shall provide written notice, on paper or electronically, to an owner, lessee, or occupant, or an authorized representative thereof, before activating or reactivating an alarm system, that the County requires the registration of the alarm system.
- (c) An alarm system monitoring company that activates an alarm system installed by an owner, lessee, or occupant, or authorized representative thereof, shall provide verbal notice to the owner, lessee, or occupant, or authorized representative thereof, before activating or reactivating an alarm system, that the County requires the registration of the alarm system.
- (d) —

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

- (1) Name, address and telephone number of the applicant, and the alarm user if different;
- (2) Address and telephone number of the alarm user's premises or building to be served by the alarm;
- (3) The name, address and telephone number of the person or persons in charge of the premises or building served by the alarm. If the applicant is a corporation the names and addresses of its principal officers. If the applicant is a partnership, association, or other business entity, the names and addresses of the partners or persons comprising the same;
- (4) The name, address and telephone number of the person or entity installing said alarm;
- (5) The name, address and telephone number of the person or entity monitoring said alarm;
- (6) The name, address and telephone number of the person or entity providing maintenance and repair service to said alarm.
- (7) A description of the alarm system proposed to be installed, including the manufacturer's name and model number, if any;
- (8) the names, addresses and telephone numbers of two (2) or more persons who will be available to secure the premises during any hour of the day or night;
- (9) Classification of the alarm site as being equipped or non-equipped for duress alarm. Any such additional information deemed necessary in order to fully and properly administer this chapter.
- (10) ~~An amended application shall be filed within ten (10) days after any change in the information provided in said application. Upon such amendment, a~~

~~new alarm permit shall be issued without charge or fee. Whenever any change occurs relating to the information required by this section, the applicant or permittee shall give written notice thereof to the County third party alarm administrator within ten days after such change.~~

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

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

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

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

(1) The requested information is not supplied on the application;

(2) Material information on the application is incorrect;

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

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

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

(6)

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

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

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

~~No person shall allow, permit, cause or fail to prevent the emission, for any reason, by any alarm used by him or any alarm serving the premises or a building occupied and~~

~~controlled by such person, of more than three (3) false alarms within any six (6) month period of time. The emission of more than three (3) false alarms within any six (6) month period of time is excessive and constitutes a serious public nuisance and is subject to service charges as set out in section 14-25.~~

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

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

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

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

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

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

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

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

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

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

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

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

(i) An alarm company performing monitoring services shall:

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

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

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

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

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

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

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

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

(a) **Charges. False alarm.** ~~For response to excessive false alarms by the law enforcement agencies, the alarm user shall be charged a service fee by the city of fifty dollars (\$50.00) for the first alarm in excess of three (3) false alarms in any six (6) month period, seventy five dollars (\$75.00) for the second false alarm in excess of three (3) in any six (6) month period, and one hundred dollars (\$100.00) for the third and each successive false alarm in excess of three (3) in any six (6) month period. For response to excessive false alarms by the fire department, the alarm user shall be charged a service fee by the city of one hundred twenty-five dollars (\$125.00) for the first alarm in excess of three (3) false alarms in any six (6) month period, one hundred fifty dollars (\$150.00) for the second false alarm in excess of three (3) false alarms in any six (6) month period and two hundred dollars (\$200.00) for the third and each successive false~~

~~alarm in excess of three (3) in any six (6) month period. The law enforcement executive or fire marshal shall determine whether a false alarm has occurred and the frequency of such false alarms, and the tax collector shall notify alarm users of amounts owed to the city and shall make demand therefor, pursuant to the provisions of this section.~~

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

(2) If a police officer or firefighter at the scene of the activated alarm system determines the alarm to be false, said officer shall make a report of the false alarm, a notification of which shall be mailed or delivered by the third party alarm administrator to the alarm user and/or record title owner at the address on file with law enforcement, advising the alarm user and record title owner of the false alarm.

(3) Law Enforcement shall have the right to inspect any alarm system on the premises to which a response has been made and they may cause an inspection of such system to be made at any reasonable time thereafter to determine whether it is being used in conformity with the terms of this chapter

(4) For each response by any emergency unit to an alarm the responding agency will file a report, classifying the alarm as one of the following:

- (i) False alarm, system test with no notification or system malfunction.
- (ii) False alarms, no system test, no owner response
- (iii) Valid alarm for cause designated.

(b) Charges.

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

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

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

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

(c) **Appeal.** The decision of the law enforcement executive or fire marshal may be appealed to the code enforcement board by filing a written notice of appeal with the code enforcement board secretary within thirty (30) days from the date the law

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

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

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

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

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

Sec. 14-26. - Penalties.

Failure to comply with this article shall constitute a violation of the Code of the City of Fort Pierce and ~~shall~~ may at the city's option be enforced by ~~either the third party administrator or code enforcement board~~ Special Magistrate of the City of Fort Pierce by hearing and penalty, as generally provided by sections 2-240 through 2-260 of the Code of Ordinance of the City of Fort Pierce, Florida.

Section 7. 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 8. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

Section 9. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM
& CORRECTNESS:

James M. Messer
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)^{SS}

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. 16-022 was duly advertised by title only in the St. Lucie News Tribune on November 10, 2016; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 21, 2016; and was duly introduced, read by title only, and passed on second and final reading on December 5, 2016, 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 5th day of December, 2016.

Linda Hudson,
Mayor Commissioner

Linda W. Cox,
City Clerk

(CITY SEAL)

City Commission Regular Meeting

Agenda Item # 12. d.

Meeting Date: 12/19/2016

Re: Ordinance No. 16-025 Adopting the International Property Maintenance Code

Submitted For: Paul Thomas, Interim Building Official, Building

SUBJECT:

Ordinance 16- 025 Adopting the International Property Maintenance Code (IPMC) as the Fort Pierce Housing Code and Property Maintenance Code with local amendments. FIRST READING

SUMMARY:

In an effort to assist in ensuring a minimum standard of living for all citizens of Fort Pierce, staff recommends adoption of the International Property Maintenance Code (IPMC) with local amendments as the Fort Pierce Housing and Property Maintenance Codes. The adoption of this ordinance will replace the Standard Housing Code of 1997, and would replace current City ordinances specific to property maintenance.

RECOMMENDATION:

Staff recommends approval of the Adoption of the International Property Maintenance Code (IPMC) as the Fort Pierce Housing Code and Property Maintenance Code with local amendments.

ALTERNATIVES:

Not adopt the International Property Maintenance Code and expand upon the existing property maintenance ordinance, which could be customized with specific local amendments.

RESPONSIBLE STAFF:

Paul Thomas, Interim Building Official, and Shaun Coss, Building Investigator

COORDINATED WITH:

Coordinated with Code Enforcement and the City Attorney's Office.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 000-0000-000-00.00
Amount: 0

OTHER INFORMATION:

No fiscal impacts anticipated.

Attachments

Draft Ord. 16-025 Ch.5

Form Review

Inbox

Building

City Manager

Form Started By: Karen Murphy

Final Approval Date: 12/13/2016

Reviewed By

Paul Thomas

Nick Mimms

Date

12/07/2016 09:50 AM

12/13/2016 10:59 AM

Started On: 12/06/2016 08:51 AM

ORDINANCE NO. 16-025

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS, ARTICLE III (BUILDING NUMBERING), SEC. 5-66 BY AMENDING PENALTIES FOR THIS ARTICLE; AMENDING SEC. 5-73 TO CLARIFY REQUIREMENTS FOR ASSIGNMENT, PROCUREMENT AND INSTALLATION OF HOUSE NUMBERS; REPEALING ARTICLE XII (HOUSING CODE), SEC. 5-350 TO 5-352; AMENDING ARTICLE XIII (PROPERTY MAINTENANCE), SEC. 5-361 TO INCORPORATE THE HOUSING CODE; AMENDING, SEC. 5-364 PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING SEC. 5-365 REPEALING BUILDING SURVEYS ADDING LANGUAGE TO CONFORM WITH AND ADOPT SPECIFIC PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING SEC. 5-366 CLARIFYING DUTIES OF EMPLOYEES; AMENDING SEC. 5-367 BY REPEALING DUTY OF THE OWNER AND OCCUPANT AND PROVIDING FOR REQUIREMENTS OF VACANT BUILDINGS; AMENDING SEC. 5-368 BY REPEALING MAINTENANCE OF BUILDINGS AND STRUCTURES AND PROVIDING FOR REQUIREMENTS FOR OCCUPANCY OF UNITS; AMENDING SEC. 5-369 BY REPEALING REQUIREMENTS OF VACANT BUILDINGS; AMENDING SEC. 5-371 REPEALING EXTERIOR AREAS AND PROVIDING FOR ENFORCEMENT OF THIS ARTICLE; AMENDING SEC. 5-372 REPEALING REQUIREMENTS FOR REPLACEMENT OF STORE FRONTS AND PROVIDING PROVISIONS FOR VIOLATIONS RELATED TO ACTS OR OMISSIONS BY TENANTS; AMENDING SEC. 5-373 REPEALING OCCUPANCY OF VACANT UNITS; AMENDING SEC. 5-374 REPEALING ENFORCEMENT OF THIS ARTICLE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida has determined that the process for assigning address numbers and the enforcement of address numbers should be revised in accordance with the provisions of this Ordinance; and,

WHEREAS, the adoption of The Standard Housing Code, 1997 edition adopted as the minimum housing code for the city is obsolete; and,

WHEREAS, the City of Fort Pierce, Florida has determined that the International Property Maintenance Code, as published by the International Code Council, with local amendments shall be adopted for use as the Fort Pierce Property Maintenance Ordinance and the Fort Pierce Housing Code in accordance with the provisions of this Ordinance; and,

WHEREAS, pursuant to the authority granted by Article XIII and Article XIII.5 of Chapter 2 of the Code of Ordinances of the City of Fort Pierce, Florida provides procedures for means of enforcing the codes and ordinances of the City of Fort Pierce, Florida; and,

WHEREAS, the City of Fort Pierce, Florida has determined that a process for enforcement of violations related to act or omission of a tenant shall be implemented in accordance with the provisions of this Ordinance.

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

SECTION 1. Chapter 5, Article III, Section 5-66 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-66. - Penalty.

~~Any person who violates any of the provisions of this article shall be punished by a fine not to exceed three hundred dollars (\$300.00) or by imprisonment not to exceed ninety (90) days or by both such fine and imprisonment.~~

This article shall be enforceable in the same manner as any other ordinances or laws of the city as provided elsewhere in the Code of Ordinances, or as otherwise provided by law.

SECTION 2. Chapter 5, Article III, Section 5-73 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-73. - Survey; ~~purchase~~ Procurement of numbers by owner; installation.

(a) There shall be assigned by the planning director or his or her designee ~~of planning and development~~ to each house and other residential or commercial building located on any street in the city its respective number under the uniform system provided for in this article, whereupon the owner, occupant or agent thereof shall place or cause to be placed upon each house or building controlled by him the number or numbers assigned.

(b) Such number or numbers shall be installed within ten (10) days after the assignment and/or notice thereof. Assignment and/or notice shall be ~~in the form of a registered letter sent via regular U.S. mail and/or certified letter mail~~ with a return receipt sent to the owner of record in the current county tax rolls. An authorized employee shall execute an affidavit of mailing which shall constitute evidence of mailing via regular U.S. mail for purposes of providing proof of notice for purposes of this section. ~~Upon failure of delivery by U.S. mail to owners residing in the county, notification may be made by police delivery.~~

(c) ~~The cost of the number or numbers shall be procured and paid for by the property owner, and numbers may be procured from the building and code enforcement department at the unit price for the same, such price to be the cost of such units to the city, or from any other source. Replacement numbers shall be procured and paid for by the owner. The number or numbers used shall meet the requirements set forth in Chapter 3 of the International Property Maintenance Code as adopted by the City and incorporated by reference herein. be not less than three (3) inches in height and shall be made of a durable and clearly visible material. If the proper number or numbers are is not placed on the building as required within the ten (10) days specified herein, from the date of assignment or notice, the building and code enforcement department shall take legal action enforce compliance through the applicable code enforcement provisions for the violation as provided in section 5-66.~~

(d) The numbers shall be conspicuously placed immediately above, on or at the side of the proper door of each building so that the number can be seen plainly from the street line. Whenever any building is situated more than fifty (50) feet from the street line, then

the numbers shall be placed near the walk, driveway or common entrance to such building and upon a post, mailbox or other appropriate place so as to be easily discernible from the sidewalk.

SECTION 3. Chapter 5, Article XII, Section 5-350 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-350. – Purpose.~~

~~It is the purpose of this housing code to provide the basic minimum housing standards deemed essential for safety and healthful living. The code provides the minimum requirements necessary to maintain any residential occupancy in a safe and sanitary condition. In addition, the housing code aids the city in working to remove blighting conditions that deteriorating structures and living conditions can bring to a neighborhood.~~

Sec. 5-350. Reserved.

SECTION 4. Chapter 5, Article XII, Section 5-351 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-351. Adopted.~~

~~The Standard Housing Code, 1997 edition, as published by the Southern Building Code Congress International, Inc., is hereby adopted as the minimum housing code for the city. One copy of this Standard Housing code is on file with the city clerk.~~

Sec. 5-351. Reserved.

SECTION 5. Chapter 5, Article XII, Section 5-352 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-352. – Amendments to housing code.~~

~~The following amendments, corrections and additions to the adopted Standard Housing Code are hereby made and adopted. Said amendments, corrections and additions are set forth herein with reference to and referenced by the section number and title of said code as follows:~~

~~106.1. Appointment. The board of adjustment and appeals, as established in section 5-1.110 of the City of Fort Pierce Code of Ordinances, shall also serve as the housing board of adjustments and appeals.~~

Sec. 5-352. Reserved.

SECTION 6. Chapter 5, Article XIII, Section 5-361 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-361. – Title.~~

~~From and after the effective date hereof, this article shall be known as the "Fort Pierce Property Maintenance Ordinance and the Fort Pierce Housing Code."~~

SECTION 7. Chapter 5, Article XIII, Section 5-364 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-364. – Definitions.~~

~~As used in this article, the following words and terms shall have the definitions ascribed to them in this section:~~

~~Accessory use means a structure, the use of which is incidental to that of the main building, and which is attached thereto or located on the same premises.~~

~~Building means a structure which encloses space; a structure which gives protection or shelter for any occupancy or use. The term "building" shall be construed as if followed by the phrase "or part thereof."~~

~~Clean and/or sanitary means a condition of reasonable cleanliness and sanitization which is fit for human habitation or occupancy under contemporary community standards, unless otherwise specified in this article.~~

~~Code enforcement agency means the department of building and code enforcement of the city.~~

~~Director means the city manager or his authorized designee.~~

~~Dwelling means any building or structure or part thereof used and occupied for human habitation or intended to be so used.~~

~~Dwelling unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit within the facilities which are based or intended to be used for living, sleeping, cooking or eating.~~

~~Exterior property areas means any open space on the premises.~~

~~Occupant means any person living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or building.~~

~~Open space areas means that portion of a premises not occupied by a building, structure, or pavement; an area of the premises normally referred to as the yard or landscaping area.~~

~~Operator means any person who has charge, care or control of a multiple residence, in which dwelling units are let or offered for occupancy.~~

~~Owner means any person, firm, corporation or legal entity who alone or jointly or severally with others:~~

~~(1) — Shall have legal or beneficial title to any building or premises; and/or~~

~~(2) — Shall have charge, care or control of any building or premises, as owner or agent of the owner, or as a fiduciary of the estate of the owner or any officer appointed by the court. Any such person thus representing the actual owner, shall be bound to comply with the terms of this article and any notice of rules and regulations issued pursuant thereto, to the same extent as if he were the owner.~~

~~Person shall include the owner, occupant, mortgagee, or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation directly or indirectly in control of a building or premises.~~

~~Premises means a lot, plot or parcel of land including the buildings or structures thereon.~~

~~Rubbish means all combustible and noncombustible waste, junk, and debris.~~

~~Structure means the combination of any materials, whether fixed or portable, forming a construction, including buildings. The word "structure" shall be construed as though followed by the words "or part or parts thereof."~~

Sec. 5-364. - Adoption.

Provisions of the International Property Maintenance Code (IPMC) as published by the International Code Council as set forth in Section 5-365 of the Ft Pierce Code of Ordinances herein below are adopted and stand incorporated by reference herein and stand as the property maintenance ordinance, and housing code for the City of Fort Pierce, Florida. Amendments to the applicable provisions of the International Property Maintenance Code are hereby adopted for use herein without the need for subsequent ratification.

SECTION 8. Chapter 5, Article XIII, Section 5-365 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-365. - Building survey.~~

~~The code enforcement agency shall be authorized to make surveys in any areas of the city to determine the general condition of all buildings, structures, and premises, to determine the general condition thereof, whether used for human habitation, and to determine the lack of facilities, unsafe and unsanitary conditions, extent of overcrowding and other relevant factors. This survey shall assist in the determination of the allocation of enforcement personnel and resources.~~

Sec. 5-365. – Definitions, Scope and Application.

(1) Terms within these code provisions shall be defined in accordance with Chapter 2 of the International Property Maintenance Code (IPMC) except as provided otherwise within the Code of Ordinances of the City of Fort Pierce, Florida or by State or Federal Law.

(2) Chapter 1, Part 1 of the IPMC entitled SCOPE AND APPLICATION is hereby adopted and specifically incorporated herein by reference.

(3) Administration and enforcement of the provisions of the City of Fort Pierce Property Maintenance Ordinance and Housing Code shall be in accordance with applicable provisions established in Chapters 2 and 5 of the Code of Ordinances of the City of Fort Pierce, Florida.

(4) The provisions of Chapter 3, Section 301 is hereby adopted and specifically incorporated herein by reference.

(5) The provisions of Chapter 3, Section 302 are adopted with the following exceptions;

(a) Section 302.4 "Weeds", is specifically excluded. All landscape overgrowth shall be abated in accordance with the provisions of Chapter 16 of the Code of Ordinances of the City of Fort Pierce, Florida.

(b) Section 302.8 "Motor Vehicles", is specifically excluded. Non-operative vehicle nuisances shall be abated in accordance with the provisions for the same within Chapter 16 of the Code of Ordinances of the City of Fort Pierce, Florida.

(6) Chapter 4, Section 404.7 "Food Preparation", is hereby adopted and specifically incorporated herein by reference. All other provisions of Chapter 4 are specifically

excluded. Regulations regarding light, ventilation, and occupancy limitations shall be governed by Chapter 8.5 of the Code of Ordinances of the City of Fort Pierce, Florida.

(7) All sections of the IPMC which are not specifically excluded are incorporated herein by reference and shall be subject to enforcement year round.

SECTION 9. Chapter 5, Article XIII, Section 5-366 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-366. - Inspections.

Any duly authorized ~~inspector~~ employee from the building or code enforcement agency shall be authorized to make inspections to determine the condition of dwellings, dwelling units, rooming houses, hotels, commercial buildings, and all other buildings and premises within the city in order to safeguard the health, safety, and welfare of the public. ~~The inspector~~ Duly authorized employees shall be authorized to enter any building or premises as provided by law at any reasonable time, or at such other times as may be necessary in an emergency, for the purpose of performing the duties of such office under this article, in accordance with the procedures herein prescribed. Except in emergencies endangering the public health, safety and welfare, the inspector shall enter a building or premises only upon the prior consent of the person lawfully in occupancy thereof or the person having legal right or possession thereof, or in accordance with the provisions of this section or as otherwise authorized by law. ~~The inspector~~ Employees shall further be authorized to obtain a search or inspection warrant to the fullest extent allowed by Section 933.20, et seq., Florida Statutes.

SECTION 10. Chapter 5, Article XIII, Section 5-367 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-367. - Duty of owner and occupant.~~

~~Every occupant and owner of a dwelling or dwelling unit, building, structure, or premises shall keep in clean and sanitary condition that part of the dwelling, building or premises thereof, which he occupies, controls, or owns.~~

Sec. 5-367. - Vacant Buildings.

The owner of a vacated building, whether a dwelling unit, business premises, or accessory structure, shall take such steps and perform such acts as may be required from time to time to insure that the building and its adjoining yards remain safe, secure, clean and sanitary, and do not present a hazard to adjoining properties or to the public. All openings, including doors and windows, which are covered or closed for access shall be provided with painted exterior-grade plywood closures, matched in color to the building, unless the same are provided with awnings, storm panels, or other similar commercially available products designed for this intended use and installed in a workmanlike manner.

SECTION 11. Chapter 5, Article XIII, Section 5-368 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-368. - Maintenance of buildings and structures.~~

~~Every building, structure, dwelling, dwelling unit, and accessory structure, including garages, carports, storage buildings, and fences shall comply with the following requirements:~~

~~(1) — Every foundation, exterior and interior wall, roof, floor, ceiling, window and exterior door shall be structurally sound and maintained in good repair.~~

~~(2) — Every building shall be kept in a reasonably clean and sanitary condition reasonably free from rodents, insects and vermin.~~

~~(3) — The roof of every building and accessory structure shall be adequately drained of rainwater. All roofs, in addition to exterior walls, and areas around doors, windows, chimneys and other parts of a building shall be so maintained as to keep water from entering the building. Exterior walls, roofs and other parts of the building shall be free from loose and unsecured objects and material. Such objects or materials shall be removed, repaired or replaced.~~

~~(4) — All the exterior surfaces subject to deterioration, and all exterior exposed surfaces not inherently resistant to deterioration, shall be properly maintained, repaired, coated, treated, or sealed to protect them from deterioration, weathering, and from the elements by paint or other approved protective coating, applied in a workmanlike fashion. Exterior surfaces which have been damaged or show evidence of dry rot or other deterioration, including cracked, chipped, and peeling paint or other coating, shall be repaired or replaced and finished in a workmanlike manner.~~

~~(5) — Every plumbing fixture, water pipe, waste pipe and drain shall be maintained in good sanitary working condition, free from defects, leaks and obstruction.~~

~~(6) — All fences, whether wood, metal, chainlink, or other approved material shall be maintained in reasonably good repair. Any fence in a state of disrepair shall be replaced or repaired.~~

~~(7) — Steps, walks, driveways and similar paved areas of any premises shall be maintained in a reasonably clean and sanitary condition, free of any holes, substantial cracking, or other hazard. Such areas shall also be swept clean of dirt and debris on a regular basis and otherwise maintained in a clean and sanitary condition.~~

Sec. 5-368. – Occupancy of Units.

No person shall occupy as owner-occupant or permit to be occupied by another any dwelling or dwelling unit unless the unit is in good repair, clean, sanitary, in habitable condition as these terms are ordinarily defined, and in full compliance with all provisions of this article.

SECTION 12. Chapter 5, Article XIII, Section 5-369 is hereby amended so that the same shall read hereafter as follows:

Sec. 5-369. — Vacant Buildings.

~~The owner of a vacated building, whether a dwelling unit, business premises, or accessory structure, shall take such steps and perform such acts as may be required of him from time to time to insure that the building and its adjoining yards remain safe, secure, clean and sanitary, and do not present a hazard to adjoining property or to the public. All openings, including doors and windows, which are covered or closed for access shall be provided with painted exterior-grade plywood closures, matched in color to the building, unless the same are provided with awnings, storm panels, or other similar commercially available products designed for this intended use and installed in a workmanlike manner.~~

Sec. 5-369. – Reserved.

SECTION 13. Chapter 5, Article XIII, Section 5-371 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-371. – Exterior areas.~~

~~Exterior areas of all parcels, including yards, courts, steps, walks, driveways, parking areas and similar paved areas shall be maintained so as to afford safe passage under normal use and weather conditions. Materials or objects which would detract from the open space character of an uncovered and unenclosed area, including, but not limited to the unsightly or disorganized storage of metal, lumber, paper, or plastic objects of any kind or nature which cause an unsightly condition or cause a substantial depreciation in property values in the immediate neighborhood shall not be permitted unless in accordance with section 11-10(a)(2) of the Code of Ordinances. The exterior of every structure shall be so maintained and kept in good repair, so as not, in the case of excessive scaling of paint or excessive mildew, to tend to cause a substantial depreciation in property values in the immediate vicinity. The exterior surfaces shall be kept free from materials, objects and conditions which will have an adverse effect on adjacent premises.~~

~~Sec. 5-371. - Enforcement.~~

This article shall be enforceable in the same manner as any other ordinances or laws of the city as provided elsewhere in the Code of Ordinances, or as otherwise provided by law.

SECTION 14. Chapter 5, Article XIII, Section 5-372 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-372. – Replacement of store fronts.~~

~~It shall be unlawful for any person owning, renting or occupying a business premises in the city to fail to repair, replace or rebuild the plate glass window or other store front of such business premises which has been broken, damaged, destroyed or remove within a period of ten (10) days, after such breakage, damage, destruction or removal occurs. Business establishments may have installed thereon securely fastened painted plywood boarding to temporarily cover up the broken, damaged, destroyed or removed plate glass window or store front for a period of time not to exceed ten (10) days, provided that the repair or replacement of such glass and store front is timely made in compliance with this section.~~

~~Sec. 5-372. – Violations related to act or omission of tenant.~~

If a notice of violation arises due to acts or omissions of a tenant, and the tenant fails to make the necessary correction, the property owner or agent shall remedy the condition by whatever means necessary. No adverse action shall be taken against a property owner for failure to remedy a condition related to a tenant during the pendency of a bona fide eviction proceeding against the tenant which is diligently pursued by the property owner.

SECTION 15. Chapter 5, Article XIII, Section 5-373 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-373. – Occupancy of vacant units.~~

~~No person shall occupy as owner-occupant or permit to be occupied by another any vacant dwelling or dwelling unit unless or unit it is in good repair, clean, sanitary, in habitable condition, and in full compliance with all provisions of this article.~~

Sec. 5-373. – Reserved.

SECTION 16. Chapter 5, Article XIII, Section 5-374 is hereby amended so that the same shall read hereafter as follows:

~~Sec. 5-374. – Enforcement.~~

~~This article shall be enforceable in the same manner as any other ordinances or laws of the city as provided elsewhere in the Code of Ordinances, or as otherwise provided by law.~~

Sec. 5-374. – Reserved.

SECTION 17. All ordinances or parts thereof in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 18. 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 19. This Ordinance is and the same shall become effective immediately upon final passage hereof.

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. 16-025 was duly advertised by title only in the St. Lucie News Tribune on December 9, 2016; 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 December 19, 2016; and was duly introduced, read by title only, and passed on second and final reading on January 3, 2017, 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 3rd day of January, 2017.

Linda Hudson
Mayor Commissioner

Linda W. Cox
City Clerk

(CITY SEAL)

City Commission Regular Meeting**Agenda Item # 13. a.****Meeting Date:** 12/19/2016**Re:** Body Worn Camera Purchase Proposal**Submitted For:** Diane Hobleby-Burney, Chief of Police, Police Department**SUBJECT:**

Presentation and Approval to purchase a subscription for one hundred (100) Body Worn Cameras from VIEVU, a Brand of the Safariland Group in the amount not to exceed \$450,000. The proposal is a five (5) year term that costs \$90,000 per year.

SUMMARY:

The police department is presenting a proposal from VIEVU, a Brand of the Safariland Group to purchase a subscription for their Body Worn Camera system with the Auto Activation Holster feature. The proposal provides the police department with one hundred (100) Body Worn Cameras, Unlimited Video Storage and Digital Evidence Management Solutions, and Auto Activation Holsters. This is a five (5) year contract proposal; the subscription cost is seventy-five dollars (\$75.00) per camera for each Police Officer (100 Cameras @ \$7,500 per month, \$90,000 per year, not to exceed \$450,000 over the five year term), which includes all of the following items at no additional cost:

- 100 LE4 Cameras (includes charging cables, clips, and mounts)
- 100 Safariland 7TS Series Auto-Activation Duty Holsters
- 100 Car Kits (\$3,900 savings)
- 10 Docking Stations (\$13,500 savings)
- 3 Automated Redaction Licenses (\$12,000 a year savings)
- Unlimited SD Video Storage
- Technology Refresh at 30th month (Replace 100 cameras and 100 holsters to current technology)
- Full Hardware Warranty
- Spare Stock Inventory
- Maintenance & 24/7 Technical Support Services
- Free CAD/RMS Integration

The pre-record function on the VIEVU is thirty (30) seconds; meaning that the camera is constantly running and when the system is either activated by the officer or the Auto-Activation Holster, the system automatically captures and records the previous thirty (30) seconds and the entire event until the officer turns the system off. The Auto-Activation Holster is a function wherein anytime an officer pulls his or her duty weapon, the system is instantly activated by an internal switch built within the holster and automatically captures and records the previous thirty (30) seconds and the entire event until the officers turns the system off. VIEVU is the only Body Worn Camera system on the market that has this Auto-Activation Holster functionality. The proposal provides for Unlimited Video Storage via a Cloud based storage system that is operated and accessed by a Digital Evidence Management system that ensures the chain of custody. Each officers' events (videos) are automatically uploaded at the end of their shift when the camera is placed in the docking station. The ability to access, view, delete and/or copy videos is protected and tracked by a strict administrative rights protocol. All videos will be retained pursuant to the Public Records Retention laws. This Cloud based storage and

management system is also Criminal Justice Information Services (CJIS) compliant.

RECOMMENDATION:

The police department recommends approval for this purchase.

ALTERNATIVES:

The alternative is to deny this proposal.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

Kenny Norris, Deputy Chief, John Schramm, Sergeant and Laurie Aguila, IT Systems Administrator.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 001.3002.521.6410
Amount: \$90,000.00

FISCAL IMPACT:

The payment schedule for the initial five (5) year term is \$90,000 per year, with a grand total not to exceed \$450,000.

Attachments

Body Worn Camera Proposal

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Purchasing | Tony Barnes | 11/16/2016 09:39 AM |
| Finance Department | Karen Logue | 11/16/2016 10:18 AM |
| City Manager | Nick Mimms | 12/15/2016 11:55 AM |
| Form Started By: Frank Amandro | | Started On: 11/15/2016 11:58 AM |
| Final Approval Date: 12/15/2016 | | |



Customer: Fort Pierce PD
 Updated: 10/13/2016

A. PAYMENT SCHEDULE FOR INITIAL FIVE YEAR TERM:

| DESCRIPTION | TOTAL AMOUNT DUE |
|----------------------------|------------------|
| First Monthly Payment | \$7,500 |
| Recurring Monthly Payments | \$7,500 |

B: PRICE BREAKDOWN

| PRICE BREAKDOWN FOR INITIAL IMPLEMENTATION | | | |
|---|-------------------|-----|-------------|
| Description | Unit Price | Qty | Total Price |
| Body Worn Cameras, Including Unlimited SD VIEVU Camera Video Storage, Software License, Hosting, Storage, Warranty, Technology Refresh, Spare Stock Inventory, Emergency Stock, Escrow Fees, Maintenance and Technical Support Services, 1 VIEVU Multi Dock per 10 subscriptions, and 1 Safariland 7TS Series Auto Activation Duty Holster per subscription | \$75.00 per Month | 100 | \$7,500 |
| Car Kits | \$0.00 | 100 | \$0 |
| Automated Video Redaction Licenses | \$0.00 | 3 | \$0 |

C: OPTIONAL YEARS TO RENEW

| Description | Monthly Fee | Total Price |
|--|-------------|-------------|
| OTR 1 - Hardware Warranty, Software License, Hosting, Storage, Software Escrow Fees, Maintenance and Technical Support Services (Years 6, 7, 8, 9 & 10) | \$7,500 | \$450,000 |
| OTR 2 - Hardware Warranty, Software License, Hosting, Storage, Software Escrow Fees, Maintenance and Technical Support Services (Years 11, 12, 13, 14 & 15) | \$7,500 | \$450,000 |
| OTR 3 - Hardware Warranty, Software License, Hosting, Storage, Software Escrow Fees, Maintenance and Technical Support Services (Years 16, 17, 18, 19 & 20) | \$7,500 | \$450,000 |



C: OPTIONAL PRODUCTS AND SERVICES

| ITEM | SKU # | ITEM DESCRIPTION | UNIT PRICE |
|--|----------------|--|-----------------------------|
| Additional Body Worn Cameras | 186 - LE4 | Additional Body Worn Camera & Auto-Activation Holster, Inclusive of Software License, Hosting, Storage, Warranty, Maintenance and Technical Support Services | \$75.00 Per Month |
| | 198 - LE4 Mini | | |
| Cradle | 141 | A durable plastic fixture for easily connecting a BWC for downloading or charging | \$39.99 |
| Multi-Dock | 169 | Provides fully automated download of video, camera check out process and recharge of cameras. Supports up to 10 BWC's | \$1,350.00 |
| Car Kit | 28 | A suction cup that easily attaches to a window and can swivel to allow recording inside and outside the vehicle. Includes suction cup and 12V car adapter | \$39.00 |
| Download Cable | 34 | USB cable for download video from a BWC | \$32.00 |
| External Battery Pack USB Cable | 33 | Cable to connect BWC to an external battery pack. Cable cannot be used for downloading video | \$12.00 |
| Spring Clip | 29 | Clip to attach a BWC to clothing. | \$5.00 |
| Pin Clip | 30 | Clip to attach a BWC to clothing. | \$5.00 |
| Clip Screws | 37 | Screw used to secure the clip to a BWC. Sold in pack of 5. | \$2.00 |
| Lanyard | 101 | Black lanyard to secure a BWC if it is dislodged from the user | \$5.00 |
| Additional Storage | | Additional storage space beyond to provide storage | \$0.125 per GB |
| Automated Redaction Module License Fee | | Redaction Module Single License | \$399 per month per license |

**REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT**

DATE: 11/14/2016

VENDOR:

VIEVU, A Brand of the Safariland Group
645 Elliott Avenue W
Suite # 370
Seattle, WA 98119

| |
|---|
| Department/Division Community Policing Bureau |
| Account Number |
| Com. Code: Needed For Patrol Officers: Body Worn Camera |

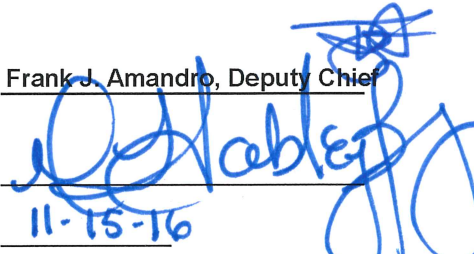
| DATE | DEL DATE | VENDOR NUMBER | F.O.B. | TERMS | PURCHASE ORDER # |
|------|----------|---------------|--------|-------|------------------|
| | | | | | |

| QUANTITY | UNIT | DESCRIPTION | STOCK NUMBER | UNIT COST | AMOUNT |
|----------|-----------------------------|--|--------------|--------------|-------------|
| 100 | \$75.00 per unit, per month | Body Worn Cameras, including Unlimited SD VIEVU Camera Video Storage, Software License, Hosting, Storage, Warranty, Tehcnology Refresh, Spare Stock Inventory, Emergency Stock, Escrow Fees, Maintenance and Technical Support Services, 1 VIEVU Multi Dock per 10 subscriptions, and 1 Safariland 7TS Series Auto Activation Duty Holster per subscription. | | \$7,500.00 | \$90,000.00 |
| 100 | | Car Kits | | \$0.00 | \$0.00 |
| 3 | | Automated Video Redaction Licenses | | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |
| | | *** This is a 5 year contract: payment schedule is \$75 per unit for 100 units for a monthly payment of \$7,500 per month; \$90,000 per year (\$7,500 X 12); for a grand total of \$450,000 (\$90,000 X 5) for the term of the contract. | | | \$0.00 |
| | | | | \$0.00 | \$0.00 |
| | | The total payment for the first year of the contract. | | Total | \$90,000.00 |

REMARKS:

Point of Contact: Jarred Wiseman
Regional Sales Manager, Southeast United States
(954) 666-0886
jarred.wiseman@vievu.com

Requested By: Frank J. Amandro, Deputy Chief

Approved By: 

Approved Date: 11-15-16

Approval No. _____
By: _____

SOLE SOURCE JUSTIFICATION
(Waiver of Competitive Bids)

VENDOR NAME & ADDRESS VIEVU, A Brand of the Safariland Group
645 Elliott Avenue W, Suite # 370
Seattle, WA 98119

COMMODITY: (GENERAL DESCRIPTION) Body Worn Camera

PLEASE CHECK ENTRY BELOW THAT APPLIES TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION AS INSTRUCTED BELOW.

SOLE SOURCE JUSTIFICATION

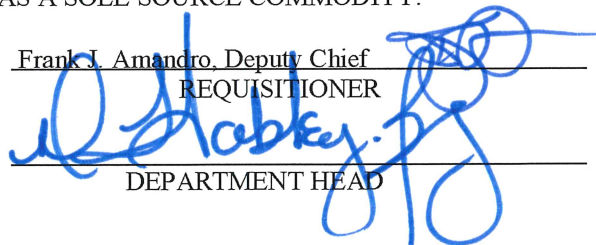
1. _____ PARTS / EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER – NOT AVAILABLE THROUGH DISTRIBUTORS.
2. _____ ONLY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER.
3. X PROPRIETARY ITEM / SERVICE.
4. _____ PARTS / EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (COMPATIBILITY).
5. _____ THIS IS THE ONLY KNOWN ITEM / SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION (EXPLAIN BELOW).
6. _____ PARTS/ EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO STANDARDIZATION (EXPLAIN BELOW).
7. _____ OTHER. EXPLANATION IS FURNISHED BELOW.

COMMENTS / EXPLANATION:

While there are other Body Worn Camera manufactures in the market, no other manufacturer produces a Body Worn Camera that has a Auto Activation Duty Holster, which is an added safety feature for the officer wearing the camera along with the assurance that the body worn camera will capture video of all critical incidents.

ON THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: Frank J. Amandro, Deputy Chief
REQUISITIONER


DEPARTMENT HEAD

PURCHASING DEPARTMENT

October 15th 2016

To whom it may concern:

This letter is to confirm that **VIEVU**, a Safariland Company based in Seattle WA, is the sole manufacturer of the LE4 wearable video camera.

Safariland is the sole manufacture of the Camera Auto-Activation System, which automatically activates the VIEVU LE4 camera when a firearm is drawn from the Safariland , 7280 7TS SLS Mid-Ride Level II Retention™ Holster or 7360 7TS™ ALS®/SLS Hi-Ride Level III Retention Holster

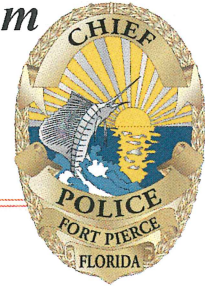
The VIEVU LE4 is a standalone video camera that attaches to an officer via our exclusive spring-clip, pocket clip or molle clip design. The LE4 captures full color video at 30 frames per second in FHD, HD or SD resolutions, has a 95 degree FOV, has 64GB of storage, can be configured to have pre-record, or not, streams Wi-Fi via the 802.11 G network, is waterproof to an IP-65 standard, is turned on and off with 1 single easy to operate switch and has a recording time of over 12 hours. The video files are easily updated in the field by using VERIPATROL Mobile or the VIEVU Solution Connector or the VIEVU Solution smartphone app. Video files are easily transferred to VERIPATROL or the VIEVU Solution by a connection to a PC or via a multi-dock attached by an Ethernet connection. Our VERIPATROL and VIEVU Solution software utilizes FIPS140-2 digital signature process, AES 256 encryption and the Vidlock Security Suite for the highest level of security and chain of custody protection. Our VIEVU Solution is a fully hosted evidence management system that is built upon the Microsoft Azure Government Cloud and directly supports CJIS.

The VIEVU LE4 camera is the only camera that can be operated by the Safariland Camera Auto-Activation System.

Best regards,



Joe Pioli
Vice President of Key Accounts
VIEVU



Diane Hobley-Burney, Chief of Police

To: Diane Hobley-Burney, Chief of Police *DHB*

From: Frank J. Amandro, Deputy Chief *FJA*

Date: November 15, 2016

Subject: Body Worn Camera Purchase

On Monday, November 14, 2016, the police department presented its proposal to purchase a subscription for the VIEVU Body Worn Camera system with the Auto Activation Holster. The City Commission and the City Manager supported the proposal as presented and asked how quickly we could place the proposal on the Consent Agenda. They also inquired about the support staff needed to ensure that our Body Worn Camera program is successful.

As you know, Body Worn Camera technology is an emerging field in law enforcement. Due to the unique nature of this technology and the potential impact it has on both the police department, our community and our criminal justice partners, it is imperative that the police department successfully implements our Body Worn Camera program. In order to meet the demands of this technology, community expectations, and the abundance of public record requests, I am proposing the hiring of the following positions:

- **Records Specialist** *Pay Range 37 \$24,523 - \$36,795*
 - Manage Public Records Request
 - Redact Video from the Body Worn Camera system
 - Coordinate Distribution of Video to Attorneys and Court system

- **Information Technology Support Specialist** *Pay Range 50 \$33,800 - \$50,710*
 - Manage Inventory of Camera, hardware, software, and Docking Stations
 - Coordinate Repairs, Warranty, Spare Stock Inventory, and 24/7 Technical Support
 - Assist the IT Department with In-Car Video System, Radio Coordinator, and other equipment such as laptop and desktop repairs

- **Training Coordinator** *Pay Range PPO \$41,040 - \$ 64,249*
 - Act as the Police Department's Body Worn Camera Coordinator

- Oversee and Conduct Annual Training on the Body Worn Camera Policy, Operations, and Software
- Coordinate Part-time Training of Reserve Officers
- Train New Officers on the Body Worn Camera system
- Review Video for Accreditation Requirements
- Conduct Audits of Video Access
- Assist existing Training Officer with other Department Training

The Body Worn Camera proposal is an excellent proposal. In order to ensure a successful implementation program that meets the City and department's needs and expectations, it is imperative that the police department hires these additional positions. A successful Body Worn Camera program will improve community trust, foster a sense of transparency between the police department and our community, and improve accountability.

CITY OF FORT PIERCE POLICE DEPARTMENT
Policy and Procedure

| | | |
|-------------------------------------|--|--------------------------------------|
| Subject: Body Worn Camera | Effective Date: November 1, 2016 | Number: |
| Revised: | Review Responsibility: Staff Bureau | Review Date: November 2019 |
| CFA Accreditation Standards: | Authorized by: _____ Chief of Police Diane Hobley-Burney | |

Contents:

- A. Purpose**
- B. Policy**
- C. Objectives**
- D. Definitions**
- E. Body Worn Camera Procedures**
- F. Body Worn Camera User Guidelines**
- G. Prohibited Conduct**
- H. Media Uploading, Storage/Evidentiary Value**
- I. Supervisory Inspection and Audit Responsibilities**
- J. Critical Incident and Special Circumstances**
- K. Documentation and Recording**
- L. Retention and Public Release**
- M. Issuance of Equipment**
- N. Body Worn Camera, Policy Review**
- O. Retention Periods by Category**
- P. Authority and Reference**

A. Purpose:

The purpose of this policy is to establish guidelines for the use and management of the Body-Worn Camera (BWC) system. This policy is intended to create guidelines for the management and official use of the BWC system and provide personnel with instructions for usage. It is not the intent of the Fort Pierce Police Department to utilize the BWC system as a disciplinary tool.

B. Policy:

It is the policy of the Fort Pierce Police Department that BWCs are to be worn by sworn personnel during their tour of duty of the rank of sergeant and officer, assigned to uniform patrol functions, as well as specific specialized units as determined by the Chief of Police or designee. The primary use of the BWC is to enhance officer safety, public safety, and promote accountability and transparency while fostering positive relationships with the community.

The Department recognizes that the BWC will not capture exactly what an officer sees and/or hears, or what an officer senses or experiences. Footage captured by BWCs is only a portion of the encounters between law enforcement officers and individuals. The Department acknowledges that an officer's recollection of specific details may be different from what is captured by the BWC. Although the BWCs do not capture an officer's full knowledge of any particular situation, they are a valuable law enforcement tool to capture and preserve data.

C. Objectives:

The FPPD has adopted the use of the BWC system to accomplish the following objectives:

- A. To enhance officer safety.
- B. To capture data and evidence during the course of police encounters with individuals.
- C. To enhance the law enforcement officer's ability to document and review data for both internal reporting requirements and for courtroom preparation/presentation.
- D. To preserve data for use in current and future investigations.
- E. To provide a tool for self-critique and field evaluation during officer training.
- F. To promote and demonstrate transparency and openness in the police department's interactions with members of the community.

D. Definitions:

BODY WORN CAMERA (BWC): A portable electronic recording device that is worn on a law enforcement officer's body and that records audio and video data in the course of the officer performing his or her official duties and responsibilities.

BODY WORN CAMERA SYSTEM: Includes the body-worn camera, microphone, battery pack, docking and charging equipment, video storage solution, evidentiary controls, and privacy redaction functions.

CASUAL ENCOUNTER: An encounter where a law enforcement officer comes into contact with the general public, which may not be related to an official law enforcement matter.

COMPLIANCE REVIEW: A process by which authorized members of the Department conduct reviews of the data captured by the BWC systems.

DATA: Audio, video, and metadata captured on the BWC.

EVIDENTIARY DATA: Footage of an incident or encounter that could prove useful for investigative purposes, such as a crime, an arrest or citation, a search, a use of force incident, or a confrontational encounter with a member of the public. Evidentiary footage is further categorized by specific incident type, and the retention period is governed by evidentiary rules and applicable law.

NON-EVIDENTIARY DATA: Footage that does not necessarily have value to aid in an investigation or prosecution, such as footage of an incident or encounter that does not lead to an arrest or citation or footage of general activities that an officer might perform while on duty (e.g., assisting a motorist or clearing a roadway).

OFFICIAL LAW ENFORCEMENT MATTER: An encounter where a law enforcement officer, acting in an official capacity, comes in contact with the general public. These contacts include response to calls for service, traffic enforcement, and self-initiated enforcement activities. Although every encounter that may result in an official law enforcement matter cannot be identified in advance, officers are to use their training and experience when determining what may turn into an official law enforcement matter.

OFFICER: To include any and all FPPD personnel assigned a BWC.

E. Body Worn Camera Procedures:

1. The BWC and accessories will be assigned to BWC trained officers. Individual officers will be responsible for the care and custody of the BWC.
2. Officers shall follow existing officer safety procedures when conducting enforcement stops as outlined in Department policies and procedures. Officer safety shall not be compromised in order to record an event.
3. At the beginning of each tour of duty, the officer will inspect the BWC system for any physical damage, ensure it is fully charged, and in proper working order. Equipment malfunctions will be reported by the officer to the Information Technology Department (IT Department) with notification to the officer's immediate supervisor.
4. Prior to going into service with a BWC, officers will ensure they are wearing an authorized uniform, clearly identifying them as an FPPD police officer, unless otherwise authorized by the Chief of Police or designee.
5. Officers will make every effort to place the BWC in the "Record Mode" as soon as practicable when involved in an official law enforcement matter. Officers who fail to activate the BWC when involved in an official law enforcement matter are required to immediately notify their immediate supervisor and explain the reason for the non-activation. Additionally, the officer will document the incident and reason for non-activation via memorandum to the shift commander by the end of the officer's shift. A copy shall be sent to the Office of Professional Standards.
6. All BWC system data, including police involved shootings, shall be the sole property of FPPD and will be used for official purposes only.
7. At the end of each tour of duty, the officer assigned a BWC or a supervisor will place the BWC in the appropriate docking station where it will be downloaded and charged.
8. The IT Department will be responsible for the assigning and maintenance of the BWC system. The IT Department will ensure BWC operators, supervisors, and investigators have "view only" access to the recorded data for legitimate law enforcement purposes or for other official reasons.
9. The IT Department will be responsible for all duplication and redaction of data, and will provide BWC recordings to the Records Division, BWC Records Compliance Officer (RCO) for release in compliance with the law and Department policy.
10. The RCO will be responsible for receipt and tracking all public records requests for BWC recordings and will process all requests in compliance with the requirements of Florida State Statute Chapter 119.
11. BWC operators shall receive hands-on training prior to being issued and deployed with the system. Training will be conducted by the product vendor and Department staff identified by the Chief of Police or designee. Retraining will occur as needed.

F. Body Worn Camera User Guidelines:

1. Personnel assigned to wear a BWC shall have the discretion to choose the placement of the device on their uniform in a location approved by the Department and consistent with vendor recommendations.
2. Officers should activate the BWC prior to exiting their assigned vehicles, or as soon as practicable, when responding to a call for service or prior to engaging in any official law enforcement matter, as defined in Section D of this policy and in Subsection h of this paragraph as indicated below:
 - a. Traffic stops.
 - b. Citizen contacts related to official law enforcement matters.
 - c. Impaired driver investigations.
 - d. Vehicle pursuits/foot pursuits.
 - e. All calls-for-service.
 - f. Transportation of any prisoner(s) or citizen(s) for any reason.
 - g. All searches (persons, vehicles, structures, etc.)
 - h. All arrest situations.
 - i. Other legitimate law enforcement contacts when the officer believes it is in the best interest of the Department and the community.
3. Once the BWC is turned on, officers will continue to record until the conclusion of the event.
4. In locations where victims have a reasonable expectation of privacy, such as a residence, hospital, or place of worship, an officer may honor a victim's request to turn off the BWC unless the recording is being made pursuant to an arrest or search of the residence or the individual. Supervisory notification and approval must be made prior to turning off their BWC.
5. Officers should balance the need to capture data of non-evidentiary value with the dignity of individuals who may be experiencing matters of a personal nature, and may turn off their BWC as deemed appropriate. Supervisory notification and approval must be made prior to turning off their BWC.
6. Officers are not required to obtain consent from individuals to video/audio record. Officers are not required to inform individuals that they are being recorded. If, however, the officer determines that informing an individual may de-escalate a situation, or if asked whether a BWC is being utilized, the officer should disclose that he/she is recording.
7. Additional arriving units dispatched to a scene who are assigned a BWC will begin recording, and continue to record until the conclusion of the event.
8. Officers, supervisors, and investigators may use data captured via the BWC system to assist with the investigation and/or completion of appropriate reports.

9. Officers and supervisors may use data captured via the BWC system for training purposes, with proper and prior authorization from the Bureau Commander. The employees who were captured on the BWC system wherein the video will be used for training purposes will not be identified.
10. Officers may turn off the BWC for intelligence gathering or to obtain information for a criminal investigation when a citizen will not provide said information on video. Supervisory notification must be made at the conclusion of the event.
11. BWC data may only be disseminated for official purposes or as otherwise permitted by applicable law.

G. Prohibited Conduct:

1. The BWC will not be utilized to record under the following circumstances:
 - a. To record other Department members unless it is during the course of an official law enforcement matter as defined in this policy;
 - b. During employee meal and restroom breaks;
 - c. While completing reports;
 - d. During case discussions with other officers;
 - e. During other administrative functions;
 - f. During general or performance related discussions with employees/supervisors;
 - g. During any court related matter, to include pre-trial conferences, depositions, or any other activity within a courtroom;
 - h. While inside any police or county owned facility, unless the officer is in the process of handling an official law enforcement matter;
2. Officers assigned a BWC shall not knowingly record confidential informants or officers working in an undercover capacity.
3. Officers will not allow citizens to review recordings on the scene. A supervisor shall be notified if a citizen insists on viewing the recording on the scene. The supervisor will explain the procedure to obtain or view a copy of the footage.
4. Employees will not access, review, copy, or facilitate the release of any recording obtained via the BWC, other than for official law enforcement purposes.
5. Employees will not make copies of any recordings for personal use, and are prohibited from using any recording device (such as a phone, camera, or secondary video camera) to record any data captured by the BWC system.

6. Employees will not use any other electronic devices, or other means, in order to intentionally interfere with the capabilities of the BWC system.
7. Employees will not post BWC footage to any social media site, without prior written approval from the Chief of Police or designee.
8. Employees shall not erase, alter, modify or tamper with any original BWC data.
9. Employees are not permitted to utilize any personal video recording device to capture any event.

H. Media Uploading, Storage/Evidentiary Value:

1. All BWC data shall be retained for at least the minimum period of time required by law, as provided in Section L.
2. All BWC data may be considered as evidence.
3. The officer assigned the BWC or their immediate supervisor will ensure that the BWC is placed in the proper docking station at the end of each shift to facilitate the transfer of recordings.
4. Once the data has been uploaded, the officer assigned the BWC shall be responsible for reviewing the footage and assigning data into categories in accordance with the data management system.
5. If applicable, the officer will tag the segments of the recordings that have evidentiary value and label them according to event number, case number, officer's name, and badge number.
6. Identification for the footage shall be the:
 - a. FPPD case or event number, where no case number was issued.
 - b. Officer's name, badge number, and date.
7. Each data file shall be appropriately titled (i.e., date and time of the incident). Officers shall add the incident location after the date and time, and if applicable, the subject's name and date of birth (i.e., 2014/01/01/22:15/129 Valor Boulevard /Doe, John / 01/01/1970).
8. All footage shall be properly marked and identified as soon as practical.
9. If evidentiary copies of BWC data are required, the IT Department will be notified.

I. Supervisory Inspection and Audit Responsibilities:

1. Supervisors are responsible to ensure that the BWC is operated in accordance with established departmental policy.
2. BWC recordings and data are kept in a closed, cloud based solution which is regularly managed and audited. These features ensure the integrity of the data uploaded to the cloud. The IT Department will maintain custody of this cloud based system.

3. When feasible, supervisors should review data captured via the BWC prior to the completion of any FPPD administrative reports, such as crash reports, Supervisor's Use of Force Report, etc., where a BWC was utilized by any of the officers on the scene. With supervisory approval, officers assigned a BWC may view recordings captured by others to assist with the investigations and the preparation of reports.
4. BWC data will not be utilized indiscriminately for disciplinary purposes.
5. Supervisors may access applicable BWC data to verify and address complaints received in response to an internal (from the Department) or external (from the public) source, and prepare a memorandum to the appropriate Bureau Commander documenting the action taken and disposition.
6. Personnel assigned to Office of Professional Standards will review BWC video when internal/external complaints are received.
7. Supervisors will also review BWC data in response to an observed performance deficiency.
8. The review of data contained in the BWC system shall be used to assess training needs and to ensure compliance with departmental policy. Each Bureau Commander with BWC systems will select supervisors to conduct compliance reviews. Supervisors will not conduct arbitrary compliance reviews.
9. Bureau Commanders shall ensure the following:
 - a. Quarterly compliance reviews are conducted and a Quarterly Compliance Review Memorandum is completed and forwarded to the Office of Professional Standards on BWC systems under their respective command.
 - b. Appropriate notifications via the chain-of-command are made when a departmental concern is discovered (i.e., FPPD Training Unit for training issues, Office of Professional Standards for policy violations, etc.).
10. BWC recordings may be utilized for training purposes after redaction of the involved officer's identity.

J. Critical Incident and Special Circumstances:

1. During the course of a shift, officer's equipped with BWC systems may encounter situations where critical incidents or special circumstances are captured on video. Those situations require an immediate response from investigative units and include, but are not limited to, the following:
 - a. Contact police shootings.
 - b. Non-contact police shootings.
 - c. In-custody deaths.
 - d. Officer involved traffic crashes with fatalities or serious injuries.
 - e. On-scene complaints of excessive force.

f. Officer suffers serious injury or death in the line of duty.

2. During these circumstances, officer's equipped with BWC systems that captured the incident will stop recording by powering down the device at the conclusion of the event. The BWC system will remain affixed to the officer(s) in the same position as it was affixed throughout the event, and shall not be handled in any fashion unless emergency medical attention is necessary, requiring that the device be removed. The lead investigator from the Criminal Investigative Division or Office of Professional Standards or other law enforcement agency will retrieve the BWC device from the officer(s) and process it according to agency standards for handling evidence. In addition, the lead investigator or designee will also coordinate the response of the IT Department, who will be responsible for the recovery and storage of all data evidence captured on the device.
3. Officers equipped with BWCs should be cognizant that any conversations following the event will be captured. Therefore, protected conversations with appropriate counsel should not take place until the BWC is removed or completely powered down.

K. Documentation and Recording:

1. Use of the BWC shall be documented on the appropriate official departmental record (i.e., Offense Incident Report, Field Interview Report, or Uniform Traffic Citation) in all cases where a BWC is operational. Any use of the BWC will be documented on the Supervisor's Daily Incident Report.
2. When preparing an official departmental record in connection with an investigation or police event, officers shall indicate on the last line of the report that a BWC was utilized.
3. Data recordings are intended to supplement departmental reports. Submitted written reports are still required to comprehensively capture the totality of events.

L. Retention and Public Release:

1. BWC data captured as part of an officer's duties shall be the property of the FPPD and be considered an official public record of the Department.
2. The release of BWC data through a public records request or other legal authority shall be governed by applicable law.
3. Prior to releasing any BWC recordings, the Records Division or Communications Manager will ensure that any and all redactions are in compliance with Florida's public record laws, consulting with the City Attorney's Office as necessary.
4. Non-evidentiary data shall be retained for at least ninety (90) days, or as long as needed for administrative investigations or litigation.
5. All data will be retained in compliance with the retention schedules published by the Department of State, Division of Library and Information Services.

M. Issuance of Equipment:

1. BWC systems will be issued to individual officers who have completed the approved BWC training.
2. A record of the inventory will be maintained by the IT Department.
3. IT Department shall coordinate the equipment transfer when removing a BWC system from one user to another user.
4. Officers are responsible for the proper care of all departmental property and/or equipment assigned to them. Officers will immediately report any loss of, or damage to, any part of the BWC equipment via their respective chain-of-command. Reports of damaged or lost BWC systems will be documented and forwarded to the IT Department via the chain of command.

N. Body Worn Camera Policy Review:

The BWC Program and this policy will be reviewed annually or more frequently as needed to ensure compliance with current laws. Best practices as published by the law enforcement community will be considered in the review of this policy.

O. Retention Periods by Category:

1. Traffic stops – six (6) months.
2. Citizen contacts related to official law enforcement matter – ninety (90) days.
3. Impaired driver investigations – three (3) years.
4. Vehicle pursuits/foot pursuits – one (1) year unless arrest, then the arrest retention applies.
5. All Calls-For-Service – ninety (90) days.
6. Transportation of any prisoner(s) or citizen(s) for any reason – six (6) months).
7. All searches (persons, vehicles, structures, etc.) – ninety (90) days unless arrest, then the arrest retention applies.
8. Felony Arrests – five (5) years or until final disposition of case, whichever is later.
9. Misdemeanor Arrests – three (3) years or until final disposition of case, whichever is later.
10. Other legitimate law enforcement contacts when the officer believes it is in the best interest of the Department and the community - until manually deleted.
11. Does not meet above criteria – ninety (90) days.

P. Authority and Reference:

City Commission Regular Meeting

Agenda Item # 13. b.

Meeting Date: 12/19/2016

Re: Monthly Financial Report for the Month Ending October 31, 2016

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending October 31, 2016.

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a monthly report on the financial status of the different funds of the City. The financial report for the month ending October 31, 2016, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Fort Pierce Redevelopment Agency Funds.

RECOMMENDATION:

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

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

October 2016 Financial Report

Form Review

Inbox

Finance Department

City Manager

Form Started By: Queen Thompkins

Final Approval Date: 12/13/2016

Reviewed By

Johnna Morris

Nick Mimms

Date

12/09/2016 12:52 PM

12/13/2016 10:59 AM

Started On: 12/07/2016 10:44 AM

City of Fort Pierce
 Monthly Financial Report
For the Month Ending October 31, 2016 (Preliminary)
 (8% Year Lapse)

| General Fund | | | | |
|--------------------------------------|----------------------|-----------|-----------------------|--------------|
| Revenue | Budget | | FYTD | % |
| Beginning Available Resources | | \$ | 6,463,448 | |
| Revenue: | | | | |
| Taxes | \$ 19,927,375 | \$ | 308,655 | 1.55% |
| Licenses & Permits | 356,500 | | 42,844 | 12.02% |
| Intergovernmental | 3,154,000 | | 246,836 | 7.83% |
| Charges for Services | 221,100 | | 14,171 | 6.41% |
| Fines & Forfeitures | 189,500 | | 6,373 | 3.36% |
| Miscellaneous Revenue | 2,198,758 | | 333,739 | 15.18% |
| Interfund Transfers | 2,614,221 | | 0 | 0.00% |
| Contribution from Enterprise | 7,031,260 | | 0 | 0.00% |
| Appropriated Fund Balance | 710,407 | | 0 | 0.00% |
| Restricted Revenue | (600,000) | | 0 | 0.00% |
| Total Revenue | \$ 35,803,121 | \$ | 952,617 | 2.66% |
| Expenditures: | | | | |
| City Commission | \$ 243,603 | \$ | 15,874 | 6.52% |
| City Manager | 535,282 | | 41,284 | 7.71% |
| City Attorney | 696,572 | | 45,793 | 6.57% |
| City Clerk | 316,211 | | 25,125 | 7.95% |
| Human Resources | 422,500 | | 36,801 | 8.71% |
| Finance | 773,428 | | 60,878 | 7.87% |
| MIS | 1,073,500 | | 37,428 | 3.49% |
| Purchasing | 301,437 | | 23,324 | 7.74% |
| Planning | 478,772 | | 34,703 | 7.25% |
| Code Enforcement | 894,695 | | 50,945 | 5.69% |
| Police | 13,364,012 | | 1,094,044 | 8.19% |
| Public Works/Director | 93,350 | | 7,010 | 7.51% |
| Public Works/Fleet Maint. | 620,981 | | 53,083 | 8.55% |
| Public Works/Facilities Maint. | 899,574 | | 83,848 | 9.32% |
| Public Works/Parks & Grounds | 2,037,053 | | 191,282 | 9.39% |
| Public Works/Streets | 1,688,544 | | 162,257 | 9.61% |
| Engineering | 1,157,454 | | 65,133 | 5.63% |
| Riverwalk | 154,822 | | 10,348 | 6.68% |
| Administrative | 10,051,331 | | 218,937 | 2.18% |
| Total Expenditures | \$ 35,803,121 | \$ | 2,258,097 | 6.31% |
| Net Resources | | | \$ (1,305,479) | |
| Total Available Resources | | | \$ 5,157,969 | |
| Less: | | | | |
| 10% Budget Reserve | | | (3,580,312) | |
| Reserve | | | (600,000) | |
| Unrestricted Resources | | | \$ 977,657 | |

Special Revenue Funds

| FPRA | Budget | FYTD | % |
|--------------------------------------|------------------|-------------------|--------------|
| Beginning Available Resources | | \$ 162,992 | |
| Revenue: | | | |
| Taxes | 5,020,612 | 0 | 0.00% |
| Licenses & Permits | 0 | 0 | 0.00% |
| Intergovernmental | 0 | 0 | 0.00% |
| Miscellaneous Revenue | 160,500 | 12,391 | 7.72% |
| Transfers | 737,543 | 0 | 0.00% |
| Total Revenue | 5,918,655 | 12,391 | 0.21% |
| Expenses: | | | |
| Operating | 321,914 | 11,508 | 3.57% |
| Capital Outlay | 0 | 0 | 0.00% |
| Other Programs & Projects | 20,000 | 0 | 0.00% |
| Transfers | 5,576,741 | 0 | 0.00% |
| Total Expenses | 5,918,655 | 11,508 | 0.19% |
| Net Resources | | 883 | |
| Unrestricted Resources | | \$ 163,875 | |

| CDBG | Budget | FYTD | % |
|--------------------------------------|----------------|-------------------|--------------|
| Beginning Available Resources | | \$ 827,568 | |
| Revenue: | | | |
| Intergovernmental Revenue | 866,461 | 0 | 0.00% |
| Misc. Revenue | 0 | 326 | 0.00% |
| Transfers | 0 | 0 | 0.00% |
| Total Revenue | 866,461 | 326 | 0.04% |
| Expenses: | | | |
| Administrative | 162,266 | 12,362 | 7.62% |
| Rehabilitation Department | 45,000 | 11,704 | 26.01% |
| Capital Outlay | 43,252 | 0 | 0.00% |
| Economic Development | 270,000 | 0 | 0.00% |
| Public Service | 118,940 | 293 | 0.25% |
| Unencumbered | 0 | 0 | 0.00% |
| Roll Over Expenditures | 227,003 | 0 | 0.00% |
| Total Expenses | 866,461 | 24,358 | 2.81% |
| Net Resources | | (24,033) | |
| Unrestricted Resources | | \$ 803,536 | |

| Grant Administration | Budget | FYTD | % |
|--------------------------------------|----------------|-------------------|--------------|
| Beginning Available Resources | | \$ 907,853 | |
| Revenue: | | | |
| Program Income | 0 | 1,363 | 0.00% |
| Misc. Revenue | 180,250 | 155 | 0.09% |
| Interfund Transfers | 0 | 0 | 0.00% |
| Total Revenue | 180,250 | 1,518 | 0.84% |
| Expenses: | | | |
| Personnel Services | 0 | 0 | 0.00% |
| Operating | 180,250 | 1,785 | 0.99% |
| Transfers | 0 | 0 | 0.00% |
| Total Expenses | 180,250 | 1,785 | 0.99% |
| Net Resources | | (268) | |
| Unrestricted Resources | | \$ 907,585 | |

| SHIP | Budget | FYTD | % |
|--------------------------------------|------------------|-------------------|--------------|
| Beginning Available Resources | | \$ 259,092 | |
| Revenue: | | | |
| SHIP | 267,860 | 80,408 | 30.02% |
| Program Income | 40,000 | 0 | 0.00% |
| Misc. Revenue | 500 | 54 | 0.00% |
| Carry Over Funding | 854,760 | 0 | 0.00% |
| Total Revenue | 1,163,120 | 80,462 | 6.92% |
| Expenses: | | | |
| Operating | 91,786 | 39 | 0.04% |
| Grants/Programs & Projects | 1,071,334 | 0 | 0.00% |
| Total Expenses | 1,163,120 | 39 | 0.00% |
| Net Resources | | 80,423 | |
| Unrestricted Resources | | \$ 339,515 | |

Enterprise Funds

| Marina | Budget | YTD | % |
|---|------------------|------------------|--------------|
| Beginning Available Resources | | \$ 46,650 | |
| Revenue: | | | |
| Grants | 470,000 | 0 | 0.00% |
| Charges for Services | 1,464,348 | 105,321 | 7.19% |
| Misc. Revenue | 1,426,800 | 95,274 | 6.68% |
| Debt Proceeds | 0 | 0 | 0.00% |
| Approp Retained Earnings | 376,154 | 0 | 0.00% |
| Total Revenue | 3,737,302 | 200,594 | 5.37% |
| Expenses: | | | |
| Personnel Services | 399,440 | 31,062 | 7.78% |
| Operating | 2,902,537 | 199,217 | 6.86% |
| Capital | 498,000 | 0 | 0.00% |
| Debt Service | 451,115 | 0 | 0.00% |
| Non Operating | 404,830 | 2,398 | 0.59% |
| Total Expenses | 4,655,922 | 232,678 | 5.00% |
| Plus Depreciation | | 76,552 | |
| Net Resources | | 44,468 | |
| Unrestricted Resources Available | | \$ 91,118 | |

| Golf Course | Budget | YTD | % |
|---|------------------|---------------------|--------------|
| Beginning Available Resources | | \$ (148,155) | |
| Revenue: | | | |
| Charges for Services | 1,259,500 | 51,292 | 4.07% |
| Misc. Revenue | 127,750 | 4,406 | 3.45% |
| Approp Retained Earnings | 0 | 0 | 0.00% |
| Total Revenue | 1,387,250 | 55,698 | 4.02% |
| Expenses: | | | |
| Personnel Services | 599,455 | 48,024 | 8.01% |
| Operating | 883,883 | 42,111 | 4.76% |
| Capital | 6,000 | 0 | 0.00% |
| Non Operating | 32,641 | 0 | 0.00% |
| Total Expenses | 1,521,979 | 90,135 | 5.92% |
| Plus Depreciation | | 11,306 | |
| Net Resources | | (23,131) | |
| Unrestricted Resources Available | | \$ (171,286) | |

| Building | Budget | YTD | % |
|---|------------------|-------------------|--------------|
| Beginning Available Resources | | \$ 468,524 | |
| Revenue: | | | |
| Licenses & Permits | 1,355,000 | 70,283 | 5.19% |
| Charges for Services | 22,000 | 1,865 | 8.48% |
| Fine & Forfeits | 3,000 | 0 | 0.00% |
| Misc. Revenue | 16,000 | 1,625 | 0.00% |
| Transfers | 0 | 0 | 0.00% |
| Approp Retained Earnings | (8,852) | 0 | 0.00% |
| Total Revenue | 1,387,148 | 73,772 | 5.32% |
| Expenses: | | | |
| Personnel Services | 905,915 | 58,742 | 6.48% |
| Operating | 438,700 | 23,004 | 5.24% |
| Capital | 42,533 | 0 | 0.00% |
| Non Operating | 0 | 0 | 0.00% |
| Total Expenses | 1,387,148 | 81,746 | 5.89% |
| Plus Depreciation | | 0 | |
| Net Resources | | (7,974) | |
| Unrestricted Resources Available | | \$ 460,550 | |

| Solid Waste | Budget | YTD | % |
|---|------------------|-------------------|--------------|
| Beginning Available Resources | | \$ 329,813 | |
| Revenue: | | | |
| Charges for Services | 6,219,000 | 547,547 | 8.80% |
| Misc. Revenue | 4,000 | 70 | 1.75% |
| Approp Retained Earnings | 367,431 | 0 | 0.00% |
| Total Revenue | 6,590,431 | 547,617 | 8.31% |
| Expenses: | | | |
| Personnel Services | 2,040,266 | 175,691 | 8.61% |
| Operating | 3,585,165 | 431,559 | 12.04% |
| Capital | 450,000 | 0 | 0.00% |
| Non Operating | 800,000 | 0 | 0.00% |
| Total Expenses | 6,875,431 | 607,250 | 8.83% |
| Plus Depreciation | | 24,472 | |
| Net Resources | | (35,161) | |
| Unrestricted Resources Available | | \$ 294,652 | |

| Sunrise Theatre | Budget | YTD | % |
|---|------------------|---------------------|---------------|
| Beginning Available Resources | | \$ (154,388) | |
| Revenue: | | | |
| Grants | 0 | 0 | 0.00% |
| Charges for Services | 3,640,000 | 766,970 | 21.07% |
| Misc. Revenue | 582,300 | 11,548 | 1.98% |
| Transfers | 450,000 | 0 | 0.00% |
| Total Revenue | 4,672,300 | 778,518 | 16.66% |
| Expenses: | | | |
| Personnel Services | 578,243 | 41,623 | 7.20% |
| Operating | 4,441,620 | 122,990 | 2.77% |
| Capital | 187,437 | 0 | 0.00% |
| Non Operating | 0 | 0 | 0.00% |
| Total Expenses | 5,207,300 | 164,613 | 3.16% |
| Plus Depreciation | | 44,642 | |
| Net Resources | | 658,548 | |
| Unrestricted Resources Available | | \$ 504,160 | |

| Stormwater | Budget | YTD | % |
|---|------------------|---------------------|---------------|
| Beginning Available Resources | | \$ 2,171,295 | |
| Revenue: | | | |
| Federal Grants | 0 | 0 | 0.00% |
| State Grants | 0 | 0 | 0.00% |
| Charges for Services | 2,502,089 | 0 | 0.00% |
| Misc. Revenue | 15,000 | 0 | 0.00% |
| Transfers | 0 | 0 | 0.00% |
| Approp Retained Earnings | 639,033 | 0 | 0.00% |
| Total Revenue | 3,156,122 | 0 | 0.00% |
| Expenses: | | | |
| Personnel Services | 0 | 0 | 0.00% |
| Operating | 3,126,067 | 138,121 | 4.42% |
| Capital | 20,000 | 0 | 0.00% |
| Non Operating | 1,196,055 | 1,149,303 | 0.00% |
| Total Expenses | 4,342,122 | 1,287,423 | 29.65% |
| Plus Depreciation | | 98,867 | |
| Net Resources | | (1,188,556) | |
| Unrestricted Resources Available | | \$ 982,740 | |

**RESTRICTED REVENUE RECONCILIATION
THRU 10/31/2016**

12/13/2016

| | Receipts Budget 2009-2013 | Receipts Budget 2013-2014 | Receipts Budget 2014-2015 | Receipts Budget 2015-16 | Receipts Budget 2016-17 | Total Receipts | Expenses Budget 2009-2013 | Expenses Budget 2013-2014 | Expenses Budget 2014-2015 | Expenses Budget 2015-2016 | Expenses Budget 2016-2017 | Committed | Expend Total | Balance FY2017 |
|-----------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------------------|-------------------------------|-------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|-----------|-----------------|-------------------|
| Parks MSTU | 1,022,567.00 | 176,773.00 | 151,555.00 | 122,958.00 | | 1,473,853.00 | 399,714.00 | | 260,145.00 | 197,819.40 | | 0.00 | 857,678.40 | 616,174.60 |
| Grants | 186,300.00 | | | | | 186,300.00 | 186,300.00 | | | | | | 186,300.00 | 0.00 |
| Art in Public Places | 208,722.00 | | | | | 208,722.00 | 23,738.15 | | | | | | 23,738.15 | 184,983.85 |
| Royalties (Gaming) | 246,147.98 | 43,689.44 | 42,165.03 | 35,026.31 | 2d | 367,028.76 | 224,985.60 | 5,937.11 a | | | | 0.00 | 230,922.71 | 136,106.05 |
| Tree Preservation Fees | 40,000.00 | 6,000.00 | 10,900.00 | 17,700.00 | | 74,600.00 | 5,136.88 | | 3,831.10 | 14,856.96 | | | 23,824.94 | 50,775.06 |
| Sidewalks PILO | | 938.22 | 13,779.00 | 0.00 | | 14,717.22 | | | | | | | 0.00 | 14,717.22 |
| Parking PILO | | 16,000.00 | 2,000.00 | 34,000.00 | | 52,000.00 | | | | | | | 0.00 | 52,000.00 |
| Storm Water Utility Fee | 26,177.25 | 1,920.97 | 8,065.48 | 8,132.58 | | 44,296.28 | | | | | | 0.00 | 0.00 | 44,296.28 |
| Road Impact Fees | 268,273.06 | 87,390.57 | 116,573.34 | 246,932.06 | | 719,169.03 | 137,687.14 | 0.00 | 19,125.95 | 0.00 | | 0.00 | 156,813.09 | 562,355.94 |
| Park Impact Fees | 166,726.17 | 23,628.91 | 26,241.54 | 43,724.83 | | 260,321.45 | 63,331.76 | 13,772.80 | 99,072.00 | | | 0.00 | 176,176.56 | 84,144.89 |
| Building Impact Fees | 70,681.00 | 8,318.30 | 18,260.11 | 39,594.08 | | 136,853.49 | 8,735.09 | | | | | 0.00 | 8,735.09 | 128,118.40 |
| Solid Waste | 19,233.86 | 2,056.73 | 7,355.23 | 6,654.21 | | 35,300.03 | 19,233.86 | | | | | 0.00 | 19,233.86 | 16,066.17 |
| Impact Admin Fee | 15,710.16 | 7,215.15 | 5,718.41 | 11,411.91 | | 40,055.63 | 15,710.16 | 2,523.72 | 1,440.94 | 494.18 | 4.00 | | 20,173.00 | 19,882.63 |
| Multimodal Transportation | 0.00 | 4,000.00 | | | | 4,000.00 | | | | | | | 0.00 | 4,000.00 |
| PFSRD Parks and Recreation | 7,500.00 | | | | | 7,500.00 | 0.00 | 7,500.00 | | | | 0.00 | 7,500.00 | 0.00 |
| PFSRD Road Improvements | 129,258.58 | | | | | 129,258.58 | 73,529.71 | | | | | | 73,529.71 | 55,728.87 |
| Other Miscell. Restricted | 48,808.29 | | 76,958.91 | 235,541.10 | | 361,308.30 | 48,808.29 | | | | | (1) | 48,808.29 | 312,500.01 |
| Sunrise Theatre Capital Fee | | | | | 35,823.00 | | | | | | | | | |
| Uncommitted Funds | 31,139.56 | 4,399.72 | 4,930.10 | 7,401.94 | 381.69 | 48,253.01 | 31,139.56 | | | | | | 31,139.56 | 17,113.45 |
| | 551,091.34 | 382,331.01 | 484,502.15 | 809,077.02 | 36,204.69 | 1,195,940.28 | 1,238,050.20 | 29,733.63 | 383,614.99 | 213,170.54 | 4.00 | 0.00 | 1,864,573.36 | 2,298,963.42 |

City Commission Regular Meeting

Agenda Item # 14. a.

Meeting Date: 12/19/2016

Re: Police Officers Retirement Trust Fund Applications

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 16-R58 appointing a member to the Police Officers' Retirement Trust Fund Board following a vote.

SUMMARY:

Melissa Harned recently resigned from the Board and was serving as a City Commission appointee whose term expires on May 15, 2020. The vacancy was advertised and applications were received.

RECOMMENDATION:

Select one of the applicants.

ALTERNATIVES:

Do not appoint and seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

The Pension Resource Center, Plan Administrator

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

16-R58
Alexander
Clark
Diaz
Issac

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| City Manager | Nick Mimms | 11/28/2016 09:14 AM |
| Form Started By: Linda Cox | | Started On: 11/23/2016 12:11 PM |
| Final Approval Date: 12/06/2016 | | |

RESOLUTION NO. 16-R58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF A MEMBER TO THE POLICE OFFICERS RETIREMENT FUND BOARD OF TRUSTEES**; 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 and/or reappointed by the City Commission to serve as a member of the Police Officers Retirement Fund Board of Trustees in accordance with Section 13-163(b) of the Code of Ordinances of the City of Fort Pierce and pursuant to the provisions of Chapter 185.05, Florida Statutes; said term to commence upon adoption of this Resolution and to expire as provided below or when a successor has been duly appointed.

| <u>Name</u> | <u>Position</u> | <u>Term Expires</u> |
|-------------|-----------------|---------------------|
| _____ | City Appointed | May 15, 2020 |

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December, 2016.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES M. MESSER
CITY ATTORNEY



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 Police Officer's Retirement Trust Fund: Board Vacancy

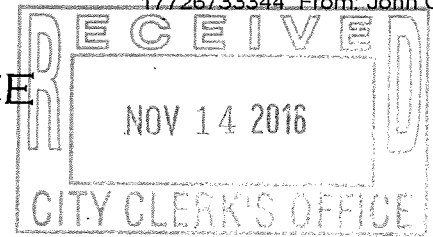
| | |
|--|---|
| Name: Melissa Alexander | Phone: 772.801.5704 |
| Home Address: 1032 Trinidad Avenue City/Zip Code: Fort Pierce, FL 34982 | How long at this address? 4.5 months |
| Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Occupation: Payroll Specialist at the Police Department | |
| Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business: | |
| Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Payroll Specialist at the Fort Pierce Police Department | |
| Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): N/A | |
| Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify: | |
| Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Applicant Email Address: malexander@fppd.org |
| Date: 11/9/16 | Applicant's Signature: <i>Melissa Alexander</i> |

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@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: Police Officers Retirement Board of Trustees

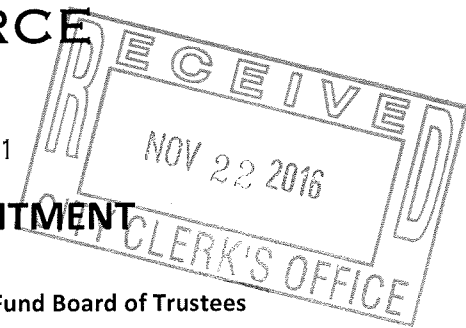
| | |
|--|--|
| Name: John William Clark | Phone: 5618182506 |
| Home Address: City/Zip Code: 2603 Serenity Circle N, Ft Pierce, FL 34981 | How long at this address? May 2014 |
| Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Occupation: Agency Owner of Senior Solutions Insurance | |
| Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): BA Framingham State University 1978, Region Staff College, Peterson AFB, Co 2010, National Staff College, Maxwell AFB, AL 2013. Lt Col, Deputy Chief of Staff, U.S.A.F Auxiliary., Licensed Florida Insurance 2006. Knowledgeable in Florida Retirement System, DROP, pension, financial assets. | |
| Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Referred by: <u>Shyanne Helms</u> | Applicant Email Address: <u>John.clark56@gmail.com</u> |
| Date: <u>11 Nov 2016</u> | 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

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: Police Officers Retirement Fund Board of Trustees

| | |
|--|--|
| Name: Carlos Diaz | Phone: 954-347-4059 |
| Home Address: 426 Avenue A Exempt per FSS 119.071(4)(d) City/Zip Code: Fort Pierce, FL 34950 | How long at this address? 1yr 4 months |
| Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Occupation: Owner / operator of The Diaz Group, LLC | |
| Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: 426 Avenue A Fort Pierce, FL 34950 The Diaz Group, LLC - Private Investigation Agency | |
| Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: 426 Avenue A Fort Pierce, FL 34950 The Diaz Group, LLC -Private Investigation Agency | |
| Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Law Enforcement Describe your education, background, training and knowledge in the above area(s): See attachment describing 29 years of Law Enforcement experience. | |
| Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify: | |
| Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Applicant Email Address: Carlos@thediazgroup.net |
| Date: 11/22/2016 | 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

Proficiency and Skills:

- Perfectly fluent in English and Spanish, both written and oral, with no detectable accent.
- Thousands of hours working on complex criminal cases over the span of 29 years.
- Nearly three decades of experience interviewing witnesses, victims and suspects.
- Expert witness on narcotics criminal cases and translation of Spanish language electronic intercepts.
- Hundreds of hours on the stand giving credible testimony on criminal and civil cases.
- Lifelong experience in drafting comprehensive and accurate reports of interviews, criminal complaints, arrest affidavits and other similar written work product.
- Seventeen years negotiating in tense crisis situations as a SWAT Negotiator.
- Thousands of hours of experience with stationary and moving surveillance assignments.
- Hundreds of contacts in Local, State and Federal Law Enforcement in the United States and in many countries around the world.
- Professional and personal contacts in the fields of criminal and civil law.
- Served on several Federal Law Enforcement Task Forces
- Authorized subscriber and proficient user of various investigative and public records check platforms.
- Proficient computer skills.
- Active Florida Police Certification
- First Aid / AED / CPR Certified
- NRA Range Safety Officer

Professional Experience:

Investigator / Consultant

DRRT Investigations, Governance and Compliance, LLP.

December 2012-present

DRRT is the Investigative section for the international law firm of Diaz Reus and Targ, LLP. DRRT provides a variety of support services such as consulting, internal and external corporate investigations, asset tracking and recovery, identification of funds and corporate governance/compliance to include anti-money laundering (AML), Bank Secrecy Act (BSA), Foreign Corrupt Practices Act (FCPA), Securities and Exchange Commission (SEC) and Sarbanes-Oxley matters.

**Owner / Director of Investigations
The Diaz Group, LLC.
August 2012 to present**

I obtained a State of Florida Private Investigation Agency License and founded The Diaz Group, LLC, a licensed and insured private investigations agency. The Diaz Group provides a variety of services to the legal and corporate communities, which include but are not limited to, domestic and international litigations support and investigations, client debriefings, due diligence, witness and asset tracking, domestic and international surveillance, evidence gathering, drug dog searches, accident reconstruction and covert electronic surveillance system installations and their countermeasures. The Diaz Group also caters to insurance companies and private investigations agencies in other countries in need of stateside or global investigative support. www.thediazgroup.net

**Medicare Fraud Investigator
SafeGuard Services, LLC. A Zone Program Integrity Contractor for the Centers
of Medicare and Medicaid.
February 2009 to December 2012**

In February of 2009 I began working as a Medicare Fraud Investigator for SafeGuard Services, LLC, a Zone Program Integrity Contractor for the Centers of Medicare and Medicaid Services where I am still employed. My first assignment was in the Home Health Unit. That group is responsible for identifying and investigating fraud waste and abuse committed by Home Health Agencies. My duties in the Home Health Unit included interviewing and evaluating Medicare beneficiaries to see if the criteria for homebound status of the beneficiary had been met and to determine if the agency was providing services to ineligible beneficiaries. My second assignment was in the Medicare enrollment team, where new Medicare provider applicants were vetted for compliance prior to being granted provider status and a provider transaction access number. This unit was also responsible for the re-validation of established Medicare providers. Much of the work that I performed while in the enrollment team was conducting On-Site Inspections and Site Verifications of Doctors' Offices and Medical Clinics to establish if they were in compliance with Medicare rules and regulations. A major component of the onsite inspection was the interviews of the Physicians and

other types of healthcare professionals who were working at the establishment. Another facet of the duties, which I still perform on a routine basis, is the review of data and medical billing to determine if fraud has been or is being committed. Based on the outcome of my investigations, I make recommendations to suspend, revoke or sanction Medicare Providers. I also make Law Enforcement Referrals to the FBI and the HHS, Office of Inspector General, when a Medicare Provider is discovered to be involved in criminal activity. In the past three and a half years, the investigations that I have worked on have resulted in the savings of millions of taxpayer dollars to the Medicare Trust Fund.

In July of 2012, I transferred to the Puerto Rico and U.S. Virgin Islands group, which is responsible for all the Medicare Investigations conducted on these unincorporated insular areas. This assignment requires monthly travel to the islands, which has resulted in my familiarization with the geographical areas and their culture.

SIU Investigator

Infinity Auto Insurance

April 2008 –December 2008

I began investigating insurance fraud while working in the Special Investigations Unit of Infinity Auto Insurance.

While employed by Infinity Insurance I obtained a State of Florida All Lines Insurance Claims Adjuster License from the University of Central Florida.

During my tenure as an SIU Investigator I conducted dozens of examinations under oath and one on one interviews of claimants and automobile insurance fraud suspects. I also conducted inspections of doctors' offices and medical clinics. I obtained experience dealing and coordinating with vendors and expert witnesses for various types of forensic work. On a weekly basis I dealt with various law enforcement agencies while conducting insurance fraud investigations that resulted from stolen vehicle claims, suspicious fire claims and staged accident claims.

Homicide Detective

Hialeah Police Department

1998 – 2008

The types of cases that I handled during my last 10 years included murder, manslaughter, rape, aggravated battery, police involved shootings and in-custody deaths. I also handled death cases such as suicides, unattended natural deaths, and accidental deaths not related to motor vehicle crashes.

I am experienced in testifying before the Grand Jury and have done so in state and federal courts for the indictment of first-degree murder cases and for federal narcotics investigations, resulting in favorable outcomes for the prosecution of both jurisdictions.

When assigned as the lead investigator on a major investigation, I managed and coordinated a team of Detectives, Crime Scene Technicians and Police Officers. During my tenure in homicide I worked on hundreds of death cases, 97 homicides of which I was the lead investigator on 18.

Robbery Detective

Hialeah Police Department

1997 -1998

The year spent in robbery was fast paced and my stepping-stone into the elite homicide unit. My duties included interviewing victims, reviewing surveillance films, compiling photographic line ups, identifying, locating and apprehending dangerous and almost always armed felons, and subsequently interviewing and arresting them.

SWAT Hostage Negotiator

Hialeah Police Department

1986 – 2003 (concurrent position)

During my 17 years as a SWAT negotiator (my most rewarding assignment) I was involved in dozens of negotiations with criminals and or mentally unstable people who

involved. The position required years of monthly education in the fields of psychology, drug psychopharmacology, neuro-linguistic programming, conflict resolution, rapport building and cultural diversity.

Narcotics Detective /Task Force Officer

Hialeah Police Department / DEA HIDTA /FBI /US MARSHALS

1986 -1996

My first exposure to detective work was between 1986 and 1996 when I was assigned to the Special Investigations Section / Narcotics. All of my years in the SIS were spent working in an undercover capacity. During that time I infiltrated criminal organizations for the purpose of purchasing, selling and transporting illegal drugs and firearms. I also spent countless hours conducting surveillance of suspects, monitoring wiretap communications and gathering intelligence on the organizations we investigated.

I have testified as an expert witness in court on narcotics criminal cases, including translation of Spanish language electronic intercept.

During the March 4, 1992 visit of President George H.W. Bush to Miami-Dade County, I was one of only two detectives from the entire police department assigned to the United States Secret Service Presidential Protective Detail. I was posted on stage with the President and was assigned to the President's evacuation vehicle.

Uniformed Patrol Officer

Hialeah Police Department

1984 -1986

I was the first responder to a multitude of dispatched police calls. Every call was different and required thinking on your feet. In every call there was an unknown factor that required thinking and proceeding tactically.

My duties included the following:

Interviewing suspects, witnesses and victims.

Writing detailed reports.

Evidence preservation and collection.

Traffic enforcement.
Handling accidents and writing accident reports.
Interacting with people who suffered from mental illness.
Interacting with people from a variety of cultures and customs.

Licenses and Certifications:

Florida Department of Law Enforcement Current and Active Police Certification
State of Florida Private Investigator #C2701399
Statewide Firearms License # G2705630
State of Florida Private Investigation Agency License # A1200216
State of Florida Concealed Weapon or Firearm License # W1162654
State of Florida Notary Public Certificate # GG014883
NRA Gun Range Safety Officer

Affiliations/Memberships:

**International Police Association
1998 – present**

IPA#R32419

I am a member in good standing of the International Police Association and have maintained hundreds of contacts within the law enforcement communities across the United States and around the world. I have also maintained strong personal contacts within many state, local and federal law enforcement agencies in the Miami Dade and Broward Counties, and with the Miami-Dade State Attorney's Office, the Miami-Dade Medical Examiner's Office and the United States Attorney's Office.

**Miami-Dade County Association of Chiefs of Police.
2013-Present**

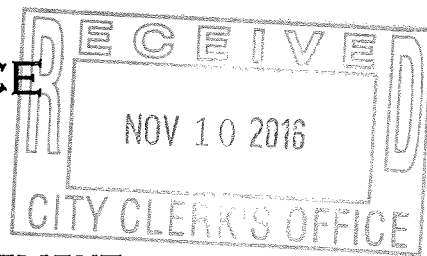
**Florida Association of Licensed Investigators.
2012-Present**

Pursuant to FSS 119.071(4)(d) The address used on this resume and the Fort Pierce application is my business mailing address and not my residential address. I do live within the Fort Pierce city limits.



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:

*Police Officers Retirement Fund
Board of Trustees*

| | |
|--|--|
| Name: <i>Rebecca Isaac</i> | Phone: <i>772-621-0582</i> |
| Home Address: <i>227 Grand Club Place, Fort Pierce, FL 34950</i> | How long at this address? <i>2 years, 4 months</i> |
| Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Occupation: | |
| Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>I would like to start a business that could provide the citizens of Fort Pierce with available resources to help them.</i> | |
| Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): <i>AA degree: Journalism / Communication Bilingual & Haitian - Creole</i> | |
| Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Referred by: | Email Address: <i>rebecca.isaac8@gmail.com</i> |
| Date: <i>11/10/16</i> | Applicant's Signature: <i>Rebecca Isaac</i> |

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcx@city-ftpierce.com

City Commission Regular Meeting

Agenda Item # 14. b.

Meeting Date: 12/19/2016

Re: Approval of a Resolution to Enter into a Joint Participation Agreement with Florida Department of Transportation

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 16-R59 allowing the City to enter into a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the operation and maintenance of traffic equipment and intersections on the State Highway System.

SUMMARY:

The City Commission has previously approved the JPA agreement at their regularly scheduled meeting October 3, 2016. FDOT has requested a resolution be passed allowing the City to enter into the modified agreement.

RECOMMENDATION:

Approval

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Coordinator

COORDINATED WITH:

Jacqueline Thomas, Florida Department of Transportation

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

N/A

Attachments

16-R59

Copy of Approved JPA amendment

Form Review

Inbox

Reviewed By

Date

City Manager Nick Mimms
Form Started By: Ed Seissiger
Final Approval Date: 12/13/2016

12/13/2016 11:33 AM
Started On: 12/06/2016 01:30 PM

RESOLUTION NO. 16-R59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE **FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)** ARE DESIROUS OF ENTERING INTO A **JOINT PARTICIPATION AGREEMENT (JPA) FOR THE OPERATION AND MAINTENANCE OF THE TRAFFIC CONTROL SYSTEM AND INTERSECTIONS** ON THE STATE HIGHWAY SYSTEM WITHIN THE LIMITS OF THE CITY OF FORT PIERCE AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ATTORNEY TO ENTER AND EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the operation and maintenance of the traffic signal system is in the interest of both the City of Fort Pierce and the Florida Department of Transportation and it would be more practical, expeditious and economical for the City to perform such activities.

WHEREAS, The Florida Department of Transportation will provide funding through Financial Project No. 42780578801 based on said agreement for the maintenance and operation of the Traffic System on the State Highway system for Fiscal Year 2016-17.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce will enter into a Joint Project Agreement for fiscal years 2016-2017 with the Florida Department of Transportation for the operation and maintenance of the Traffic Signal System.
2. That the Mayor, City Clerk and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December, 2016.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**

James M. Messer, City Attorney

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. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The 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

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

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 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

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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.

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.

**REVISED TERMS AND CONDITIONS FOR THE
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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.
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:

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- 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. 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.

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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.
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 Devices for FY _____ | | | | | | | | | | |
|---|----------------------|--|-----------------------------------|----------------------------------|-----------------------------------|--|------------------------------|----------------------|--------------------------------------|---|
| Effective Date: from _____ to _____ | | | | | | | | | | |
| 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) |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| Total Lump Sum Amount* | | | | | | | | | | |

*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 \$_____.

Maintaining Agency

Date

District Traffic Operations Engineer

Date

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

COPY

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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 Signal s (TS) | Traffic Signal - Interconnect ed & monitored (IMTS) | Intersecti on Control Beacon (ICB) | Pedestria n Flashing Beacon (PFB) | Emergen cy Fire Dept. Signal (FDS) | Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS) | Traffic Warni ng Beaco n (TWB) | Travel Time Detect or | Uninterrupti ble 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

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

the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of 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: | |
| <ol style="list-style-type: none"> 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

City Commission Regular Meeting

Agenda Item # 14. c.

Meeting Date: 12/19/2016

Re: Request for Letter of Support for Village at Midway

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Request for letter in support of Walton Acquisitions FL, LLC's application for a variance from FDOT for a 516 acre project located in the City of Fort Pierce known as the Village at Midway project.

SUMMARY:

FDOT's variance will allow Walton to upgrade the signalization at the intersection of Gordy Road and Midway Road to accommodate increased truck and commercial traffic for the project. Specifically, the variance is necessary because FPL's poles are in the Gordy Road right-of-way, so Walton's road improvements have to be shifted east out of the Gordy Road right-of-way and into FDOT's limited access right-of-way.

RECOMMENDATION:

Staff recommends approval of the attached letter of support.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Jack Andrews, City Engineer

Fiscal Impact

OTHER INFORMATION:

No fiscal impact???

Attachments

Draft Letter of Support

Form Review

| Inbox | Reviewed By | Date |
|------------------------------------|--------------------|---------------------------------|
| City Manager | Jennifer Robinson | 12/08/2016 10:54 AM |
| City Manager | Nick Mimms | 12/13/2016 10:58 AM |
| Form Started By: Jennifer Robinson | | Started On: 12/08/2016 08:25 AM |
| Final Approval Date: 12/13/2016 | | |

December 19, 2016

Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309

SUBJECT: Walton Acquisitions FL, LLC ("Walton") Village at Midway

Dear Sir/Madam:

I am writing in support of the Village at Midway project, a 516 acre mixed-use development, located in the City of Fort Pierce. Village at Midway, situated northwest of the intersection of Midway Road and I-95 in St. Lucie County, was approved for Panned Development and Preliminary Plat by the Fort Pierce City Commission in April of 2016.

Walton Acquisitions is applying for a variance from FDOT to allow Walton to make necessary improvements to the intersection of Gordy Road Extension and Midway Road. This intersection must be upgraded to allow for signalization and lane improvements to accommodate increased traffic volume and commercial truck traffic for the project. To avoid conflicts with existing FPL transmission lines, the intersection improvements must encroach into FDOT's limited access right-of-way; this necessitates a variance approval by FDOT.

The Village at Midway planned development will bring much needed commercial and industrial development to Fort Pierce, providing a substantial increase to tax revenue and providing high paying jobs.

Thank you in advance for your assistance and favorable consideration of the necessary variance to advance this project forward.

Sincerely,