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

CITY COMMISSION AGENDA

Regular Meeting - Monday, March 20, 2017 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the March 6, 2017 regular meeting.

6. **PROCLAMATIONS**

   a. Children's Week Proclamation being received by Deb LaBella, Early Learning Coalition of St. Lucie County.

   b. Child Abuse Prevention Month Proclamation being received by Jill Rodriguez, CASTLE.

   c. Arbor Day Proclamation being received by Paul Betram, Executive Director of Keep Fort Piece Beautiful.

7. **LETTERS TO COMMISSION**

   a. Letter from Kathy Ludwiezak thanking BJ, Animal Control Officer, for an excellent job and wonderful customer service.

   b. Letter from Doretha Hair Truesdell, President, Original Florida Hall of Fame Highwaymen, Inc., thanking Elizabeth Woodruff, Urban Redevelopment Manager, Mike Reals, Public Works Director, Derrick Johnson, Public Works Compliance Manager and the Police Department for their contribution to the success of the 2nd Annual Highwayman Heritage Trail, Art Show and Festival.

c. Email from Brian Reuther, Safety/Security Chief, St. Lucie County School District, commending Sergeant Donnon and Officer Maldonado for their assistance and detailed reports in reference to school threats.

d. ActiveCaptain 4 star review submitted by Captain Gene on his first visit to the City Marina that is well run and has a nice atmosphere and friendly staff.

e. Email from Brian Mallonee commending Kenny Nelson, Animal Control Officer, and Ed Seissiger, Engineering Project Coordinator, for their prompt responses to his requests.

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

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

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

10. **CONSENT AGENDA**

a. Approve grant award for Tammy Rodgers, owner of Tazzy T's Boutique in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

b. Approve grant award for Ms. Crystal Willis, owner of C&J Bright Services in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Grant Award for Small Business.

c. Approve grant award for Mr. Charles Jackson, owner of C-N-C Soul Food Restaurant in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Grant Award for Small Business.

d. Approve grant award for Elaine Williams-Bell, owner of Hair is My Business, in the amount of $3,000 an an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

e. Approve grant award for Joann Thompson, owner of Grace Development & Community Outreach in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

f. Approve increasing Blanket Purchase Order #170149 for I-Heart Media Radio Advertising for Sunrise Theatre in the amount of $15,000.00.

g. Approve increasing Blanket Purchase Order #170374 for Vero Beach 32963 Print Advertising for Sunrise Theatre in the amount of $3,000.00.

h. Approval of professional services agreement with Kimley-Horn and Associates for design of improvements to the recreational trails within the Indian Hills Recreation Area in the total amount of $55,400.00.

i. Approve FEMA-4283-DR-FL Federally Funded Public Assistance Funding Agreement to restore the City to its pre-Hurricane Matthew conditions.

11. **PUBLIC HEARINGS**

a. **Quasi-Judicial Hearings**

1. Review and approval of an application for a Preliminary Plat of the Portofino Landings Subdivision submitted by Applicant/Owner; Landings Ft. Pierce LLC, to subdivide the Portofino Landings development into four (4) tracts at 18.85 acres. The subject properties are located at 4217 Okeechobee Road, Fort Pierce, FL. The properties are zoned C-3, General Commercial (Parcel IDs 2419-122-0001-000-4, 2419-122-0002-000-1, 2419-123-0003-000-1).

2. Ordinance 17-007 - An Ordinance by the City Commission of the City of Fort Pierce, FL rezoning property located at 604 Midway Road from C-2, Neighborhood Commercial to C-1, Office Commercial. SECOND READING

b. **Legislative Hearings**

1. Ordinance 17-008 - Extending the territorial limits of the City of Fort Pierce, Florida to include property located at 2498 Edwards Road. SECOND READING

2. Ordinance No. 17-009 - Final Budget Amendment of the General Fund 2015-2016 Budget. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Approval of FY 2016 Final Budget Amendments for Grant Funds: CDBG, SHIP, and Grant Administration.

b. Monthly Financial Report for the Month Ending February 28, 2017.

c. Presentation on IT Department Upgrades by DeVoshay Johnson.

13. **CITY COMMISSION**

a. Approval of concept and an interlocal agreement between St. Lucie County and the City of Fort Pierce for the lease of office space in the Parking Garage for utilization by the Guardian Ad Litem Program.

b. Resolution 17-R11 Opposing House Bill 17 and Senate Bill 1158 which preempt local business regulations and prohibits local government from imposing or adopting any new regulations on business unless express authorized by the legislature.

c. Resolution 17-R12 Authorizing the sale of Lot 13 Lincoln Court

d. Resolution No. 17-R13 Approving a Locally Funded Agreement With FDOT for Pedestrian Lighting on Observation Deck for the Peter P. Cobb Memorial Bridge.

e. Updates on anti-tethering ordinance amendment and Florida Animal Friend grant efforts.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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 **5.a.**

Meeting Date: 03/20/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the March 6, 2017 regular meeting.

Attachments

03.06.2017 Minutes

Form Review

Form Started By: Caleta Scott Started On: 03/10/2017 09:58 AM

Final Approval Date: 03/10/2017

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, MARCH 6, 2017.

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

2. OPENING PRAYER - Pastor Tim May, First United Methodist 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

Absent: Commissioner Reginald Sessions

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

Commissioner Sessions arrived at 6:35 p.m.

5. APPROVAL OF MINUTES

a. Approval of minutes from the February 21, 2017 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the minutes of the February 21, 2017 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation recognizing March as American Red Cross Month.

b. Mayor Hudson presented a Key to the City to Aleshia A. Johnson, 2017 Youth of the Year, Boys & Girls Clubs of St. Lucie County.

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

a. Email from Scott Smith, Director of Career Development, Virginia College, expressing his appreciation of the hard work and great job of transforming the City into a 'happening' place.

b. Email from Highwaymen A J Brown thanking Libby Woodruff, Urban Redevelopment Manager, and the City of Fort Pierce for the "smashing success" of the 2nd Annual Highwaymen Art Show, which was a prime example of progress.

c. Letter from Kathy McDonald, President, Sebastian Area Historical Society Inc., thanking Libby Woodruff for her wonderful presentation of "The Florida Highwayman Artists".

The Society appreciates Libby's generosity and willingness to share her knowledge and stated she did a fantastic job and everyone had a delightful time.

d. Letter from Boys and Girls Club, Youth of the Year Candidates and Committee thanking Michael Gillian for driving the trolley during their 2017 Youth of the Year Leadership Day.

They stated they cant wait to see Mr. Gillian again when they announce the Youth of the Year winner.

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

John Parry supports item 13b
Delores Hogan Johnson supports item 13b
Aileen Kochinski supports item 13b
Sharon Cooper supports item 13b
Lynne Zaklin supports item 13b
Susan Izes supports item 13b
Wendy Austin supports item 13b
David Lynch supports item item 13b

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

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

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

Passed

10. CONSENT AGENDA

a. Approve grant award for Geraldine Clark, for her business, HyShe Boutique and Furniture Consignment in the amount of $3,000, as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business.

b. Approve grant award for Andy Truong, owner of Pho 16 Vietnamese Cuisine in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan.

c. Approve grant award for William & Johnson, Inc., owner of Jackson Hewitt Tax Service in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business

d. Approve grant award for Harriet Staley, owner of E&H Handyman Services in the amount of $3,000 as an elible recipient under the 2016-17 CDBG Grant Award for Small Business.

e. Approval of a twenty-four (24) month Lease Extension Agreement between the City of Fort Pierce and FP-DW, LLC and FP-DX, LLC for certain parcels along Indian River Drive, that are being utilized to provide additional parking spaces for the public.

f. Approve the Police Department's request to purchase one (1) 2016 Ford Interceptor Utility (demo unit) from Bartow Ford in the amount not to exceed $29,572.00 pursuant to Bid # 2015000418.

g. Approval of travel expenses in the amount of $809.68 for Commissioner Alexander to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

h. Approval of travel expenses in the amount of $809.68 for Commissioner Sessions to attend the FBC-LEO Spring Conference on March 16 - 18, 2017 in Miramar, Florida.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve all items on the consent agenda.

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

Passed

11. PUBLIC HEARINGS

a. Approve a request for waiver of distance from Sec. 9-111(b)(1) submitted by Adolfina Avellaneda to operate a food truck ("Taqueria Dos Hermanos") at 1702 Delaware Ave, Fort Pierce.

Miriam Garcia, Deputy City Clerk, gave a brief presentation and was available for questions.

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

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

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

Passed

b. Approve with conditions an application for Conditional Use with no new construction submitted by property owners, First United Methodist Church of Fort Pierce Inc., and applicant, Sherria Baptiste, to operate a Kindergarten through 8th grade private Christian Academy that will accommodate 135 students at 616 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial, C-3. Parcel ID: 2410-606-0007-000-4.

Brandon Creagan, Planner, gave a brief presentation and was available for questions.

Commission discussion included green space, crosswalks and pedestrian signage.

Mayor Hudson opened the public hearing.
Sherria Baptiste, applicant, spoke in support.
Tim May spoke in support.
Richard Shoy spoke in support.
Seeing no one else, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item **11b** with the following staff conditions:
1) Landscape improvements must be made to the property to bring the site into compliance with City Code 22-187 (4). This improvement must be completed prior to receiving a Certificate of Occupancy.
2) A pavement marking plan that implements the traffic flow plan must be submitted with the building permit.
3) A lighting plan or photometric survey must be submitted that verifies lighting in the parking lot in accordance with City Code 22-60 (j). This plan must be submitted with the building permit.
4) Signed and sealed drawings that are to scale must be submitted with the building permit that shows the change to an “E” occupancy.
5) The applicant coordinates and permits appropriate crosswalk and school zone signs along the Avenue A corridor to notify drivers of an active school zone. This must be completed before a Certificate of Occupancy can be issued.

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

Passed

c. Review and approval of a Conceptual Development Plan submitted by property owners, 604 Midway LLC. and representative Mike McCarty of McCarty & Associates, which conceptualizes establishment of a Drug and Alcohol Treatment Center at 604 Midway Road, Fort Pierce, FL. The property is zoned Neighborhood Commercial, C-2, and concurrently being considered for rezoning to Office Commercial, C-1. Parcel ID: 3403-243-0001-000-0.

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

Mayor Hudson opened the public hearing.
Mike McCarty, applicant representative.
Seeing no one else, Mayor Hudson closed the public hearing.

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

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

Passed

d. Ordinance 17-005 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 2496 Edwards Road from from RM, Medium Density Residential to GC, General Commercial. SECOND READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY LOCATED AT 2496 EDWARDS ROAD; FROM RM, MEDIUM DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Hudson opened the public hearing.
Dennis Murphy spoke of concerns about change of zoning and land use; referencing items **11d** and **11e**. He presented photos relating to the property.
Brett McCain spoke in support.
Carroll and Janet Collins spoke about the property history and future plans.
Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included future staff review, future classification changes and the landscape/marketability of the area.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **11d.**

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

Passed

e. Ordinance 17-006 Amending the Zoning Atlas to rezone property located at 2496 Edwards Road from Neighborhood Commercial (C-2) to General Commercial (C-3). SECOND READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED AT 2496 EDWARDS ROAD, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO GENERAL COMMERCIAL, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Hudson opened the public hearing.
Dennis Murphy presented photos relating to the property and spoke about concerns of zoning and land use; referencing items **11d** and **11e**.
Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item **11e.**

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

Passed

f. Ordinance 17-007 - An Ordinance by the City Commission of the City of Fort Pierce, FL rezoning property located at 604 Midway Road from C-2, Neighborhood Commercial to C-1, Office Commercial. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED AT 604 MIDWAY ROAD, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO OFFICE COMMERCIAL, C-1; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Hudson opened the public hearing.
Mike McCarty, applicant representative, was available for questions.
Seeing no one else, Mayor Hudson closed the public hearing.

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

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

Passed

g. Ordinance 17-008 - Extending the territorial limits of the City of Fort Pierce, Florida to include property located at 2498 Edwards Road. FIRST READING

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTY LOCATED AT 2498 EDWARDS ROAD, SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2017; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Kori Benton, Senior 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.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **11g.**

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

Passed

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

13. CITY COMMISSION

a. Resolution 17-R10 Authorizing the purchase of South Depot Drive in the amount of $30,000.00.

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, A FLORIDA MUNICIPAL CORPORATION, APPROVE THE PURCHASE OF A 0.86 ACRE PARCEL KNOWN AS SOUTH DEPOT DRIVE FROM FDG RAIL HOLDINGS 17 LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

Nicholas Mimms, City Manager, stated that the City has handled the maintenance of the property for a time. This acquisition may address future needs of citizens in regards to transportation design.

Commission discussion included pricing negotiations, preservation/use of the property and the ability to control the flow of downtown area.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item **13a.**

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

Passed

b. Consideration of issuing a Letter of Support for United for Animals to seek a grant for the Trap, Neuter and Return (TNR) program.

Nicholas Mimms, City Manager, spoke about the consensus from previous Conference Agenda meetings to give support to United 4 Animals and appreciation to their commitment to the community. After reviewing the draft grant application by Mr. Parry, the City will then determine if a partnership will develop. At this time, the City can offer support before submission.

Commission discussion included supporting the concept and the program, obligating the City staff beyond their current capacity and the program being a long-term investment into the community.

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

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

Passed

14. COMMENTS FROM THE PUBLIC

Harold Pitts
Damian Townsley
June Raymond
David Lynch

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, spoke about being proud of Aleshia Johnson's involvement in the City of Fort Pierce, the Chick-fil-A and Indian Hills Recreation ribbon cutting. The March 13 Conference Agenda will highlight quasi-judicial training and recommendations from the City Attorney's office. Chief Diane Hobley-Burney announced that the Fort Pierce Police Department has received reaccreditation for the next three (3) years.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander inquired about the introduction of TNR discussion and grease trap inspection contractors.

Commissioner Perona spoke about his Congressman Mast meeting and upcoming Fire District attorney selection.

Commissioner Sessions is looking forward to the Chick-fil-A opening.

Commissioner Johnson spoke briefly about his meeting with Congressman Mast, educating the public about dogs on the beach and the Complete Streets program in conjunction with the FDOT.

Mayor Hudson mentioned re-enforcing the positive things in Fort Pierce, the Boys and Girls Clubs of St. Lucie County program, all of the Youth of the Year candidates being awesome and she will be going to Tallahassee with the Treasure Coast Regional League of Cities to discuss issued that affect the City of Fort Pierce.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 9:18 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6.a.**

Meeting Date: 03/20/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Children's Week Proclamation being received by Deb LaBella, Early Learning Coalition of St. Lucie County.

Attachments

Parent's and Children's Day 2017

Form Review

Form Started By: Caleta Scott Started On: 02/07/2017 04:57 PM

Final Approval Date: 02/07/2017

WHEREAS, The 22nd Annual Children's Week celebrating Parents and Children took place in Tallahassee from March 26 to March 31, 2017, bringing thousands of parents, children, professionals, policy makers, community leaders and concerned citizens together to share valuable knowledge and information about children's issues across the state and in our capital city; and

WHEREAS, the purpose of Children's Week is to create a shared vision of the State of Florida's commitment to its children and families and to engage a long-term process to develop and implement strategies for moving the shared vision forward; and

WHEREAS, Children's Week has teamed up with more than 100 leading statewide business and non-profit organizations and hundreds of local organizations to expand the network of community involvement and education on a wide array of children and family issues at the local level and conduct events and activities in January, February, March and April in all 67 counties focused on improving the health, safety and well-being of Florida's children and families; and

WHEREAS, hundreds of local municipalities have officially proclaimed "Children's Day" and hosted hundreds of public events and activities for parents and children in their community.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim April 2nd, as:

"Parents' and Children's Day"

and urge all citizens to support the most important institution in Florida—*the family*.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20th of March, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting **6.b.**

Meeting Date: 03/20/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Child Abuse Prevention Month Proclamation being received by Jill Rodriguez, CASTLE.

Attachments

Child Abuse Prevention Month 2017

Form Review

Form Started By: Caleta Scott Started On: 02/07/2017 04:59 PM

Final Approval Date: 02/07/2017

WHEREAS, for more than three decades, CASTLE has upheld their legacy of protecting the lives of abused children and families; and

WHEREAS, CASTLE works diligently with Devereux and the Florida Department of Children and Families to ensure that every child suffering from abuse has a brighter future and hope for a safe life; and

WHEREAS, children who have suffered abuse or neglect are at least 25 percent more likely to experience problems such as delinquency, teen pregnancy, low academic achievement, drug use, and mental health problems; and

WHEREAS, CASTLE, along with its community partners, embraces opportunities that can potentially change the way society cares for children and youth.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of April 2017, as:

Child Abuse Prevention Month

and urge all citizens to act now to protect children in Fort Pierce, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20th day of March, 2017.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting **6.c.**

Meeting Date: 03/20/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Arbor Day Proclamation being received by Paul Betram, Executive Director of Keep Fort Piece Beautiful.

Attachments

Arbor Day 2017

Form Review

Form Started By: Caleta Scott Started On: 02/23/2017 10:41 AM

Final Approval Date: 02/23/2017

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim April 1, 2017, as:

ARBOR DAY

in the City of Fort Pierce and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20th day of March, 2017.

_____

MAYOR COMMISSIONER

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

Meeting Date: 03/20/2017

Re: Letter from Kathy Ludwiezak

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Kathy Ludwiezak thanking BJ, Animal Control Officer, for an excellent job and wonderful customer service.

Attachments

Letter from Kathy Ludwiezak

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:11 PM
City Manager	Nick Mimms	03/15/2017 05:11 PM

Form Started By: Jennifer Robinson Started On: 03/10/2017 01:04 PM

Final Approval Date: 03/15/2017

(1)

RECEIVED
MAR 06 2017
THE CITY OF FORT PIERCE
ANIMAL CONTROL DIVISION

March 5, 2017

Dear Sir or Madam,

I would like to let you know about the excellent job an employee of animal control did. Her name is BJ.

There was a pit bull on the loose in the South Beach park during the week. BJ and other animal control employees were trying to capture the pit bull. I was walking south from the jetty with some friends. BJ warned us to be on the look out for the dog and to stay clear of it.

That afternoon I called animal control to find out if the dog had been captured. It hadn't. The lady I spoke with said that it was okay for me to call BJ to get updates over the weekend. I was afraid to walk to the jetty

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE
MAR 09 2017
RECEIVED
TIME

until the dog was caught.

I called BJ a couple of times & she was so wonderful and accomodating. So generous by allowing me to contact her on her cell phone even during non-working hours.

Happily on Saturday at lunch time, BJ called to tell me the dog had been captured. Now we can safely take our walks to the jetty.

So a big thank you and hug to BJ. She is wonderful at customer service Thank you!

Sincerely,
Kathy Ludwiczak
724-630-5816

We are currently renting a condo in Ocean Village. Our permanent home is in Murrysville PA.

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

Meeting Date: 03/20/2017

Re: Letter from Doretha Hair Truesdell

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Doretha Hair Truesdell, President, Original Florida Hall of Fame Highwaymen, Inc., thanking Elizabeth Woodruff, Urban Redevelopment Manager, Mike Reals, Public Works Director, Derrick Johnson, Public Works Compliance Manager and the Police Department for their contribution to the success of the 2nd Annual Highwayman Heritage Trail, Art Show and Festival.

Attachments

Letter from Doretha Hair Truesdell

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:08 PM
City Manager	Nick Mimms	03/15/2017 05:08 PM

Form Started By: Jennifer Robinson Started On: 03/10/2017 02:23 PM

Final Approval Date: 03/15/2017

ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.
P.O.BOX 1254
FORT PIERCE, FLORIDA 34954-1254
Telephone # 772-252-4088

RECEIVED
TIME
MAR - 7 2017
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

RECEIVED
MAR 06 2017
MAYOR'S OFFICE

February 27, 2017

City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34950

Attn: The Honorable Linda Hudson, Mayor
Mr. Nicholas Mimms, City Manager
City Commissioners

Re: 2nd Annual Highwaymen Heritage Trail, Art Show and Festival

Thank you Elizabeth Woodruff , Manager, Urban Redevelopment for City of Fort Pierce , City of Fort Pierce, Pamela Carithers, Lincoln Park Main street and countless volunteers for your extraordinary hard work and dedication on behalf of the Florida Highwaymen Heritage Trail, Art Show and Festival. The weather was beautiful, the music was great, and the attendees loved seeing all the artists and purchasing their art.

Special thanks to Mr. Mike Reals, Public Works Manager and Mr. Derrick Johnson, Compliance Manager for Public Works for ensuring our City and especially the Highwaymen Trail was presented in the most positive light.

We are so appreciative of our Police Department for supporting the Festival and working diligently to ensure the safety of all .

The Original Florida Hall of Fame Highwaymen would like to say Thank You for all of you do to make the Festival greater than the previous year. We are eagerly looking forward to our Highwaymen Festival in 2018.

Sincerely,

Doretha Hair Truesdell

Doretha Hair Truesdell, President
Original Florida Hall of Fame Highwaymen, Inc.

City Commission Regular Meeting **7.c.**

Meeting Date: 03/20/2017

Re: Email from Brian Reuther

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Brian Reuther, Safety/Security Chief, St. Lucie County School District, commending Sergeant Donnon and Officer Maldonado for their assistance and detailed reports in reference to school threats.

Attachments

Email from Brian Reuther

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:08 PM
City Manager	Nick Mimms	03/15/2017 05:09 PM

Form Started By: Jennifer Robinson Started On: 03/10/2017 01:33 PM

Final Approval Date: 03/15/2017

Frank Amandro

From: REUTHER, BRIAN <BRIAN.REUTHER@stlucieschools.org>
Sent: Friday, February 24, 2017 9:58 AM
To: Frank Amandro
Cc: Charles Donnon
Subject: Assistance

Good morning Deputy Chief Amandro,

I would like to take this opportunity to commend Sergeant Donnon and Officer Maldonado for their assistance early this morning in regard to investigating threats that a teacher was making while at Lawnwood Hospital being evaluated for a Baker Act. The teacher was having suicidal and homicidal thoughts and at one point made comments about killing her students.
Sergeant Donnon contacted me via e-mail with the details of the threat investigation so I had the information early this morning for followup by the school district. He also faxed the report to me so we had the report first thing this morning. This was extremely important so we could initiate our followup. I also would like to commend Officer Maldonado for his detailed report in reference to the threats.
I sincerely appreciate being notified on these type incidents or other incidents involving school district employees.

Thanks,

Brian E. Reuther, L.E
Chief
Safety/Security Department

St. Lucie County School District
4204 Okeechobee Road, Fort Pierce, Florida 34947
Office # 772-429-4645
Fax # 772-429-3627
Cell # 772-201-1664

City Commission Regular Meeting **7.d.**

Meeting Date: 03/20/2017

Re: ActiveCaptain Review

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

ActiveCaptain 4 star review submitted by Captain Gene on his first visit to the City Marina that is well run and has a nice atmosphere and friendly staff.

Attachments

ActiveCaptain Review from Capt. Gene

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:09 PM
City Manager	Nick Mimms	03/15/2017 05:11 PM

Form Started By: Jennifer Robinson Started On: 03/10/2017 01:22 PM

Final Approval Date: 03/15/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: fpcmdean/cfp@cfp,
Bcc:
Subject: Re: Fort Pierce City Marina has received a new review on ActiveCaptain...
From: Nicholas Mimms/cfp - Tuesday 02/28/2017 06:01 PM

History: This message has been replied to.

From: reviews@activecaptain.com
To: fpcm@city-ftpierce.com
Date: 02/09/2017 07:14 PM
Subject: Fort Pierce City Marina has received a new review on ActiveCaptain...

*** ActiveCaptain Partner Review Email ***

Fort Pierce City Marina (marina) received a new 4 star review and now has a total of 167 reviews.

Direct link to marker:
https://activecaptain.com/X.php?lat=27.4506405875887&lon=-80.3222623571472

Captain: Captain Gene of Galene (2359)

Title of review

Nice marina, Nice town, Good staff

Body of review
---
2 8 2017 First visit to this marina. It has nice atmosphere and seems well run. Lots to see and do and good place to stay awhile. People staying at marina friendly and helpful when docking. Will definately do a return visit. I timed our visit near slack times on way in and out which seems to be highly recomemded. Manatees and fish present added to nice atmosphere.

City Commission Regular Meeting **7.e.**

Meeting Date: 03/20/2017

Re: Email from Brian Mallonee

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Brian Mallonee commending Kenny Nelson, Animal Control Officer, and Ed Seissiger, Engineering Project Coordinator, for their prompt responses to his requests.

Attachments

Email from Brian Mallonee

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:09 PM
City Manager	Nick Mimms	03/15/2017 05:11 PM

Form Started By: Jennifer Robinson Started On: 03/10/2017 01:13 PM

Final Approval Date: 03/15/2017

To: Jennifer D Robinson/cfp@cfp,
Cc: Jack Andrews/cfp@cfp, Peggy Arraiz/cfp@cfp,
Bcc:
Subject: Fw: compliments
From: Nicholas Mimms/cfp - Friday 03/03/2017 09:05 AM

History: This message has been replied to.

To: nmimms@city-ftpierce.com
From: "Brian H. Mallonee" <bmallonee@stluciecriminallaw.com>
Date: 02/09/2017 03:34PM
Subject: compliments

Mr. Mimms,

I write to compliment two of your employees that have recently done a nice job with some issues in my neighborhood on south beach in fort pierce.

First, Kenny Nelson is to be commended for his tireless efforts rid us of our raccoon problem on the beach. As cute as they may appear, they also like to make messes in people's swimming pools. Most notably, mine! They are relentless, but so is Kenny. Anyhow, just wanted you to know that Mr. Nelson is doing his best to help a seemingly never ending problem and it is greatly appreciated.

Second, Ed Seissiger came out upon my request and had a couple of 'watch for children' signs put up in the neighborhood. There are a few kids around that like to ride their bikes and play sports in the front yard, and it's a nice reminder for motorists to slow down and be alert.

Both of these folks and their departments are to be commended for their prompt responses.

Just wanted you to know. Thank you for your time.

Brian Mallonee

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

Meeting Date: 03/20/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Tammy Rodgers, owner of Tazzy T's Boutique in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

SUMMARY:

2016-17 CDBG allocates funding for grants for small businesses when owner attends 2 educational workshops. Ms. Rodgers attended workshops 11/16 & 2/17 & submitted grant app for equipment. Ms. Rodgers received a grant for her business during the 2015 program year.

RECOMMENDATION:

Approve grant award for Ms. Rodgers to purchase equipment for her business, Tazzy T's Boutique.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016-2017
Account:	10390025548410
Amount:	3000.00

OTHER INFORMATION:

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

Attachments

Tazzy T's Grant App

Tazzy T's Grant Contract

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	03/15/2017 05:18 PM
Form Started By: Libby Woodruff		Started On: 02/28/2017 08:06 AM
Final Approval Date: 03/15/2017		

EXHIBIT A

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Tazzy T's Boutique

Physical Address: 5207 okeechobee Road Fort Pierce FL 34981

Mailing Address: 163 westglen dR Fort Pierce Fl 34981

Website Address: N/A

Contact Person: Tammy Rodgers Title: Owner

Best Contact Telephone Number # 772-353-9384

Grant Amount Requested: $ 3000.00

==========

Business Owner Signature: Tammy Rodgers 2/27/17

Printed Name of Business Owner: Tammy Rodgers

Owner Telephone Number: 772-353-9384 Email: tazzytsboutique@yahoo.com

==========

1. Please describe what would you like to purchase with the grant funds. I will purchase equipment such as a cash register system, clothing racks and full body mannequins to advertise store items include Flyers & business cards.

2. Please explain why you feel this purchase will help your business. This purchase will help my business attract more customers. The cash register system will help me manage store inventory and cash, including sale tax & daily reports.

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.

State of Florida
Department of State

I certify from the records of this office that TAZZY T'S BOUTIQUE "LLC" is a limited liability company organized under the laws of the State of Florida, filed on January 29, 2016, effective January 29, 2016.

The document number of this limited liability company is L16000020640.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on February 20, 2017, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of February, 2017



Ken Detzner

Secretary of State

Tracking Number: CC2139220909

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
TAZZY T'S BOUTIQUE "LLC" 163 WESTGLEN DRIVE FT PIERCE FL 34981	TAZZY T'S BOUTIQUE "LLC"

Business Location*: 5207 OKEECHOBEE RD

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

Date Issued	Expiration Date	Control Number
October 17, 2016	September 30, 2017	0045618

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00028034	MERCHANT-NOT EXCEEDING $10,000	

Tax Amount	$23.88
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$0.00

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

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

PrintRunner
Quality Printing for Less

2

- Search for Products
- Check Order Status
- Contact Us
- Help

Search for Products

Cancel

- Order Status
- Quotes
-
- Saved Designs
- Settings
- Sign Out

PrintRunner
Quality Printing for Less

- 1-888-296-5760
- Live Chat

- 5+ Employees
- Coupons
- Free Samples
- Help

All Products

Search for Products

- Services

-

Hello, tammy
Your Account
  - Order Status
  - Quotes
  -
  - Saved Designs
  - Settings
  -
  - Sign Out

Estimated Order Total:

$880.52

CHECKOUT NOW

Estimated Order Total:

$880.52

CHECKOUT NOW

Continue Shopping

Estimate Tax & Shipping

Enter ZIP code | Calculate

Order Subtotal	$880.52
Shipping	$0.00
Tax	$0.00
Estimated Order Total	$880.52

Have a promotional code?

SHIP2016 | Apply

Coupon code SHIP2016 accepted.
Exp 2017-12-31

**Not valid with any other discount or promotion*

×

Cart Items

Please check unsupported items!

Products & Services

- All Products
- Mailing Services
- Design Services
- Custom Quotes
- Free File Review
- Free Sample Kit

amazon.com

SIGN IN — SHIPPING & PAYMENT — GIFT OPTIONS — PLACE ORDER

Review your order

Shipping address Change
Tammy Rodgers
163 WESTGLEN DR
FORT PIERCE, FL 34981-4446
United States
Phone: 772353384
Ship to multiple addresses

Payment method Change
Debit ending in 0584

Billing address Change
Same as shipping address

Gift cards & promotional codes
Enter Code | Apply

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.

Order Summary

Items (12):	$1,876.46
Shipping & handling:	$227.94
Total before tax:	$2,104.40
Estimated tax to be collected:*	$4.46
Order total:	**$2,108.86**

How are shipping costs calculated?
Why didn't I qualify for free shipping?



Get a $50 Amazon.com Gift Card instantly
upon approval for the Amazon Rewards Visa Card. Apply now

Items shipped from Amazon.com
Guaranteed delivery: Mar. 1, 2017 If you order in the next 5 hours and 22 minutes (Details)



Datio Point of Sale Base Station and Cash Register for iPad with Point of Sale (POS) Software, printer, cash drawer, scanner and credit card reader
$667.00
Only 5 left in stock.
Quantity: 1 Change
Sold by: Datio.me LLC
Add a gift receipt
and see other gift options
Ship in Amazon box

Choose your Prime delivery option:
- ○ **Tuesday, Feb. 28**
  $16.99 - One-Day Shipping
- ◉ **Wednesday, Mar. 1**
  FREE Two-Day Shipping
- ○ **Friday, Mar. 3**
  FREE Standard Shipping
- ○ **Monday, Mar. 6**
  FREE No-Rush Shipping

Get a $5 credit for Prime Pantry. Details



Get a $50 Amazon.com Gift Card instantly
upon approval for the Amazon Rewards Visa Card. Apply now

Items shipped from ExecuSystems Direct
Estimated delivery: Mar. 6, 2017 - Mar. 9, 2017



Lot of 2 Chrome Spiral Garment Racks - 29 Ball Apparel Display
$106.70
Quantity: 4 Change
Sold by: ExecuSystems Direct
Gift options not available.

Choose a delivery option:
- ○ **Mar. 2-7**
  $88.00 - Expedited
- ◉ **Mar. 6-9**
  FREE Standard



Get a $50 Amazon.com Gift Card instantly
upon approval for the Amazon Rewards Visa Card. Apply now

Items shipped from SquareTrade
Estimated delivery: Mar. 3, 2017 - Mar. 8, 2017

square trade PROTECTION PLAN

SquareTrade 4-year Office Protection Plan ($600-$700)
$68.66
Quantity: 1 Change
Sold by: SquareTrade
Gift options not available.

Choose a delivery option:
- ◉ **Mar. 3-8**
  FREE Standard Shipping



Get a $50 Amazon.com Gift Card instantly
upon approval for the Amazon Rewards Visa Card. Apply now

Items shipped from Only Mannequins® Outlet

Tazzy T's Boutique

To whom it may concern:

I Tammy Rodgers, Business Owner of Tazzy T's Boutique is writing to inform you that Tazzy T's Boutique is not under a nuisance abatement investigation and/or Code Enforcement action. If you have any question or concerns you may contact me at 772-353-9384.

Thank you

Tammy Rodgers

Tammy Rodgers

02/27/2017

Tazzy T's boutique

To whom it may concern;

Tazzy T's boutique only has one employee, which name is Tammy Rodgers at the current time. If you have any questions are concern you may contact 772-353-9384. Thank you for your time.

Tammy Rodgers



Business Owner

02/20/2017

Certificate of Completion

This Certificate is Presented to:

Tammy Rodgers (Attendee Name)

Tazzy T's Boutique (Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"All About Small Business Tax Issues"

November 16, 2016

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Tammie Rodgers — (Attendee Name)

Tazzy T's Boutique — (Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

Let Us Help Promote Your Business!

Please provide the following information about your business:

Business Name Tazzy T's Boutique

Business Address 5207 okeechobee Rodd

Business Owner(s) Tammy Rodgers

Business Telephone Number 772-353-9384

Business Email Address tazzytsboutique@yahoo.com

Type of Business Retail

Services/Items the Business Provides Stylish Women clothes to community with top notch customer Service

Do you have a Website address for your business? Yes (No)
If Yes, Website Address: _____

Do you have a FaceBook page for your business? (Yes) No

Other information about your business: Tazzy T's Boutique provide the latest women fashion. Shop women's clothing and accessories and be inspired by the current fashion trend. We have affordable clothes and exclusive clothing with is higher priced to provide women with an unique exclusive look.

Please fill out the information above, and return the completed form via:

Email – ewoodruff@city-ftpierce.com

Mail - Department of Urban Redevelopment, Fort Pierce City Hall, 100 North U.S. Hwy. 1, Fort Pierce, FL 34950

Drop Off – Fort Pierce City Hall, 100 N. U.S. Hwy. 1; 2nd Floor, Planning Department

Please call 772-467-3169 or email ewoodruff@city-ftpierce.com for more information.

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **TAZZY T'S BOUTIQUE "LLC",** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2015-2016 CDBG Action Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

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

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. Grantor agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient,** up to the agreed amount of **$3,000** (Three Thousand Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

6. Recipient agrees to submit to **Grantor, through the Department of Urban Redevelopment,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

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

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to,

create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

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

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

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

	GRANTOR:
ATTEST:	CITY OF FORT PIERCE
_____	_____
Linda Cox, City Clerk	Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **TAZZY T'S BOUTIQUE "LLC"**

By: _____
Tammy Rodgers

Print: _____

Title: **Owner**

Today's Date: _____

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

Meeting Date: 03/20/2017

Re: s

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

SUBJECT:

Approve grant award for Ms. Crystal Willis, owner of C&J Bright Services in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Grant Award for Small Business.

SUMMARY:

2016-17 CDBG allocates funding for small businesses that attend 2 educational workshops to purchase items to improve capacity and sustainability. Ms. Willis attended workshops 11/16 and 2/17 and has applied for a grant to purhcase equipment for her business.

RECOMMENDATION:

Approve grant award for Ms. Willis to purchase equipment for her business C&J Bright Services.

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: 2016-2017

Account: 10390025548410

Amount: 3000.00

OTHER INFORMATION:

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

Attachments

C&J Grant App

C&J Grant Contract

Form Review

Inbox	Reviewed By	Date
City Manager		
Form Started By: Libby Woodruff		Started On: 03/08/2017 04:46 PM

EXHIBIT A

Phase I - 2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: C + J Bright Services INC (The Empire)

Physical Address: 2108 Orange Ave Fort Pierce, 34950

Mailing Address: Same

Website Address: clight224@gmail.com

Contact Person: Crystal Willis Title: President

Best Contact Telephone Number # 904-613-1980

Amount of Grant Requested: $ 3,000

==========

Business Owner Signature: Crystal Willis

Printed Name of Business Owner: Crystal Willis

Owner Telephone Number: 904-613-1980 Email: clight224@gmail.com

==========

1. Please describe what would you like to purchase with the grant funds. Hair Dryers, Tile for salon, Salon Stations, Tent for Auto Detail, Salon Chairs

2. Please explain why you feel this purchase will help your business. I feel it would be more comfortable for the clients. It will also help my Detailers because it's helpful with a tent for the customers.

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:
C&J BRIGHT SERVICES INC. 2108 ORANGE AVE FT PIERCE FL 34950	C&J BRIGHT SERVICES INC

Business Location*: 2108 ORANGE AVE

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

Date Issued	Expiration Date	Control Number
September 30, 2016	September 30, 2017	0045793

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00028246	CAR WASH	AUTO DETAILING

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

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.

THE SUNRISE CITY FORT PIERCE Florida

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
C&J BRIGHT SERVICES INC. 2108 ORANGE AVE FT PIERCE FL 34950	C&J BRIGHT SERVICES INC

Business Location*: 2108 ORANGE AVE

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

Date Issued	Expiration Date	Control Number
September 30, 2016	September 30, 2017	0045793

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00028257	BEAUTY SHOPS	COSMO SALON - HAIR WRAPPING & BRAIDING ONLY

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

Tax Amount	$23.88
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.

THE SUNRISE CITY FORT PIERCE Florida



Detail by Entity Name

Florida Profit Corporation
C & J BRIGHT SERVICES INC.

Filing Information

Document Number	P15000071500
FEI/EIN Number	47-4925836
Date Filed	08/25/2015
Effective Date	08/25/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/27/2017

Principal Address

2630 15TH ST SW
VERO BEACH, FL 32962

Mailing Address

2630 15TH ST SW
VERO BEACH, FL 32962

Registered Agent Name & Address

ARIES FORENSIC BOOKKEEPING & TAX SERVICE
22125 SOUTH DIXIE HWY
BAY # 14
GOULDS, FL 33170

Name Changed: 02/27/2017

Officer/Director Detail

Name & Address

Title P

WILLIS, CRYSTAL L
2630 15TH ST SW
VERO BEACH, FL 32962

Title VP

GREEN, JAMES, JR
13803 SW 110TH AVE

Certificate of Completion

This Certificate is Presented to:

Crystal Willis (Attendee Name)

C+J Bright Services, Inc (Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Crystal Willis — (Attendee Name)

C & J Bright Services — (Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"All About Small Business Tax Issues"

November 16, 2016

An economic development initiative funded by:

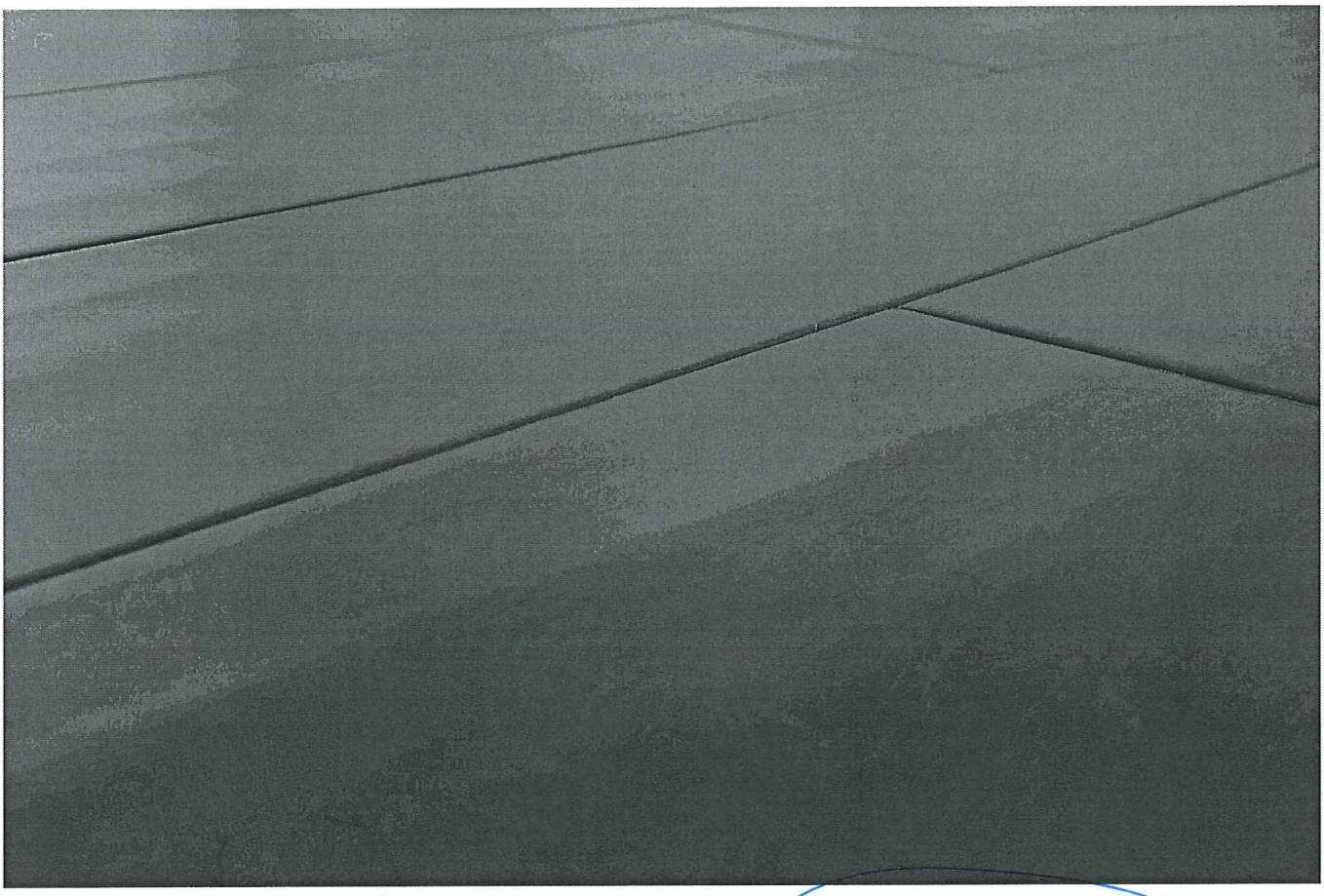
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250 Sq. Ft

Floor Tile

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FREE SHIPPING ON ANY $35 PURCHASE

Home / Salon / Salon Equipment / Salon Chairs & Stools / Venus Plus Hair Dryer And Platform Base Dryer Chair Comb



3

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by Highland

SBS-923638 | Quantity: One | Avail

~~$299.00~~ Sale $259

Quantity:

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- Heats up to 145°F (depending on the environment)
- 60-minute timer with 3-minute cool down cycle
- Low/Medium/High settings
- 980 watt heating element
- Made in the USA
- UL Approved

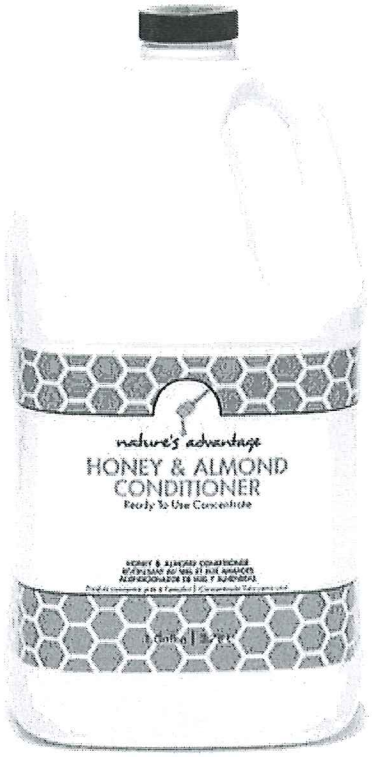
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$129.00

SKU: 3321B

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Specials (http://store.mensroor /specials/)

Shampoos (http://store.mensroor /categories /Shampoos/)

- Dry Hair (/categories /Shampoos/Dry-Hair/)
- Oily Hair (/categories /Shampoos/Oily-Hair/)
- Normal Hair (/categories /Shampoos/Normal-Hair/)
- Fine or Thin (/categories /Shampoos/Fine-or-Thin/)
- Dandruff or Specialty (/categories /Shampoos/Dandruff-or-Specialty/)

Conditioners (http://store.mensroombarbershop.com /categories



Pin it (http://pinterest.com/pin //store.mensroombarbershop.c /?gclid=CPCzs9Hkx9ICFdcagQod //cdn2.bigcommerce.com/serve /1228/Barbicide_Large_jar__464 description=Mens Room Barber Jar - LARGE, $22.95 (http://store. /barbicide-disinfecting-jar-large /?gclid=CPCzs9Hkx9ICFdcagQod

G+1

Barbicide Disinfecting Jar - LARGE

★ REVIEWS

~~$30.00~~ $22.95

(You save $7.05)

Brand: King Research

(http://store.mensroombarbershop.com /brands/King-Research.html)

SKU: 017922506749

Shipping Calculated at checkout

Quantity: 1

ADD TO CART

Add to Wishlist

0.0 ★★★★★
No rating available

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **C&J BRIGHT SERVICES, 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 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

6. Recipient agrees to submit to **Grantor, through the Department of Urban Redevelopment,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

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

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any

employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

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

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

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
ATTEST: CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **C&J BRIGHT SERVICES, INC.**

By: _____
Crystal Willis

Print: _____

Title: **President**

Today's Date: _____

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

Meeting Date: 03/20/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Mr. Charles Jackson, owner of C-N-C Soul Food Restaurant in the amount of $3,000 as an eligible recipient under the 2015-2016 CDBG Grant Award for Small Business.

SUMMARY:

2015-16 CDBG allocates grant funding for small businesses that attend 2 educational workshops to improve capacity & sustainability. He attended workshops 11/18/15 & 2/3/16 & applied for a grant to repair the roof on C-N-C Soul Food Restaurant. This is for the 2015-2016 program year.

RECOMMENDATION:

Approve grant award for Mr. Jackson for roof repairs for C-N-C Soul Food Restaurant.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2015-2016

Account: 10390025548410

Amount: 3000.00

OTHER INFORMATION:

This grant will be reimbursed to the City via 2015-2016 CDBG that was allocated for this activity.

Attachments

CNC Grant Application

CNC Grant Contract - 2015-2016 PY

Form Review

Inbox	Reviewed By	Date
City Manager		
Form Started By: Libby Woodruff		Started On: 03/08/2017 03:19 PM

EXHIBIT A

2015-2016 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: C-N-C Soul Food Restaurant

Physical Address: 1143 ave. D

Mailing Address: Same

Website Address: none

Contact Person: Charles Jackson Title: Owner

Best Contact Telephone Number # 772-353-8657

Amount of Grant Requested: $ 3000.00

==========

Business Owner Signature: x Charles Jackson

Printed Name of Business Owner: Mary Jackson

Owner Telephone Number: 772-353-8657 Email: Mooter1@ymail.com

==========

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

Repair roof on restaurant

2. Please explain why you feel this purchase will help your business.

roof is in very bad condition.

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. Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops;

c. 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

d. 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.

Andros Roofing*Construction, LLC

1305 Avenue D, Fort Pierce, FL 34950
General Contractors LIC# CGC1516095
Roofing Contractors LIC# CCC1327225
SDVOSB
772-475-4915

February 25th 2017

REF: Charles Jackson
1143 Avenue D
Fort Pierce, FL 34982-6209
772-353-8657
(Two Gable ends wood siding work)

I/WE, the Owner(s)/representative of the premises described above authorize Andros Construction, LLC hereinafter referred to as "Contractor", to furnish the labor and expertise for the below description of work in a workman like manner. All works to be performed in accordance to the current Florida Builders Code standards.

Work not to be performed includes: any interior, exterior or underground work and/or works not described in this contract.

a. Description of work:

1. Install two gable ends siding wood
2. Re-move the existing facial materials on the two gable ends
3. Installation of this work to be in accordance with the current Florida Builders Code
4. Install a T-11or smaller to the East and West gable end of the above addressed building
5. Remove and replace a rear door with a metal door
6. Paint only the work performed to this building with similar color

b. Payment: Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders) for the

Total Sum of: $2,773.00

Amount due at Signing of contract: $ 1,386.50

Amount due at completion of work: $ 1,386.50

C. Commencement of Work: Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor and commencement shall be subject to permissible delays.

d. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements of understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties.
Changes may or may not incur additional charges.

Owner/Authorized Agent Date **2017**

Andros Rep Date 2017

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
C-N-C SOUL FOOD RESTAURANT 804 HOLLY AVE FT PIERCE FL 34982	JACKSON, MARY

Business Location*: 1143 AVENUE D

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

Date Issued	Expiration Date	Control Number
March 07, 2017	September 30, 2017	0039404

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00020813	CAFE/RESTAURANT-11-25 SEATS	

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

Tax Amount	$15.92
New/Renewal Fee	$29.00
Penalty	$0.00
Total	$44.92

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

Certificate of Completion

This Certificate is Presented to:

Charles Jackson
(Attendee Name)

C & C Soul
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Small Business Tax Issues"

November 18, 2015

An economic development initiative funded by:

FORT PIERCE THE SUNRISE CITY

John Hosler
SCORE Workshop Instructor

In collaboration with:

SCORE™
FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Charles Jackson
(Attendee Name)

C-N-C Soul Food
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Small Business Financial Record Keeping"

~~November~~ February 3, 2016

An economic development initiative funded by:

FORT PIERCE THE SUNRISE CITY

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **C-N-C SOUL FOOD RESTAURANT,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2015-2016 CDBG Action Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

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

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. Grantor agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient,** up to the agreed amount of **$3,000** (Three Thousand Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

6. Recipient agrees to submit to **Grantor, through the Department of Urban Redevelopment,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

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

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any

employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

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

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

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
ATTEST: CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **C-N-C SOUL FOOD RESTAURANT**

By: _____
Mary Jackson

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.d.**

Meeting Date: 03/20/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Elaine Williams-Bell, owner of Hair is My Business, in the amount of $3,000 an an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG Action Plan allocates funding for small businesses that attend 2 educational workshops to purchase items to improve capacity & sustainability. Ms. Bell attended workshops 11/16/16 and 2/15/17 and has applied for a grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for Ms. Bell to purchase equipment for her business, Hair is My Business.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016-2017

Account: 10390025548340

Amount: 3000.00

OTHER INFORMATION:

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

Attachments

Hair is My Business - Grant App

Hair is My Business - Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:18 PM

Form Started By: Libby Woodruff Started On: 03/06/2017 04:46 PM
Final Approval Date: 03/15/2017

Hair Is My Business
UNISEX SALON
TOWNPLAZA
4131 S. US1 Hwy Fort Pierce, FL 34982
Tel. 772-252-4837 - Fax 772-979-6024

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: HAIR IS MY BUSINESS UNISEX SALON
Physical Address: 4131 S. US Hwy 1, FORT PIERCE, FL 34982
Mailing Address: SAME
Website Address: hairismybusiness.net
Contact Person: ELAINE W-BELL Title: OWNER
Best Contact Telephone Number # 772-979-6024
Grant Amount Requested: $ 3000.00

==========

Business Owner Signature: [signature]
Printed Name of Business Owner: ELAINE WILLIAMS-BELL
Owner Telephone Number: 772-979-6024 Email: salon@hairismybusiness.net

==========

1. Please describe what would you like to purchase with the grant funds.
SIGNAGE, MANICURE TABLE, FACIAL CHAIR

2. Please explain why you feel this purchase will help your business. MORE VISIBILITY FOR THE BUSINESS TO US 1 TRAFFIC WILL INCREASE AWARENESS AND REVENUE; THE TABLE AND CHAIR WILL INCREASE REVENUE BY EXPANDING SERVICE OFFERINGS

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

Certificate of Completion

This Certificate is Presented to:

Elaine Bell
(Attendee Name)

Hair is My Business
(Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"All About Small Business Tax Issues"

November 16, 2016

economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Elaine Bell
(Attendee Name)

Hair is My Business Salon
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
HAIRISMYBUSINESS 1641-B LAUREL LEAF LN FT PIERCE FL 34950	WILLIAMS, ELAINE BELL Hair Is My Business UNISEX SALON TO[illegible] 4131 S. US1 [illegible], FL 34982 Tel. 772-252-4837 - Fax 772-979-6024

Business Location*: 4131 S US HWY 1 3

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

Date Issued	Expiration Date	Control Number
September 20, 2016	September 30, 2017	0043865

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00025960	BEAUTY SHOPS	
17-00025961	MERCHANT-NOT EXCEEDING $10,000	

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

Tax Amount	$47.76
New/Renewal Fee	$10.00
Penalty	$0.00
Total	$57.76

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

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Hair Is My Business
UNISEX SALON
TOWNPLAZA
4131 S. US1 Hwy Fort Pierce, FL 34982
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Detail by Entity Name

Florida Limited Liability Company
HAIRISMYBUSINESS LLC

Filing Information

Document Number	L13000138649
FEI/EIN Number	46-3765747
Date Filed	10/02/2013
Effective Date	10/01/2013
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	10/15/2014
Event Effective Date	NONE

Principal Address

4131 S US HIGHWAY 1
FORT PIERCE, FL 34982

Mailing Address

1641B LAUREL LEAF LANE
FORT PIERCE, FL 34950

Registered Agent Name & Address

WILLIAMS- BELL, ELAINE
1641B LAUREL LEAF LANE
FORT PIERCE, FL 34950

Authorized Person(s) Detail

Name & Address

Title P

WILLIAMS-BELL, ELAINE
1641B LAUREL LEAF LANE
FORT PIERCE, FL 34950

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Annual Reports

Report Year	Filed Date
2014	05/01/2014
2015	04/28/2015
2016	03/08/2016

Document Images

03/08/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
10/15/2014 -- CORLCDSMEM	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
10/02/2013 -- Florida Limited Liability	View image in PDF format

Statement

Hair is My Business Unisex Salon is under neither a nuisance abatement investigation nor a Code Enforcement Action.

03/05/2017

Elaine Williams-Bell, Owner

Hair Is My Business
UNISEX SALON
TOWNPLAZA
4131 S. US1 Hwy Fort Pierce, FL 34982
Tel. 772-252-4837 - Fax 772-979-6024

Statement

Hair is My Business Unisex Salon currently employs fewer than five people. This includes both full-time and part-time employees.

03/05/2017

Elaine Williams-Bell, Owner

Hair Is My Business
UNISEX SALON
TOWNPLAZA
4131 S. US1 Hwy Fort Pierce, FL 34982
Tel. 772-252-4837 - Fax 772-979-6024



List Price #1749.95

Hair Is My Business
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Select your country

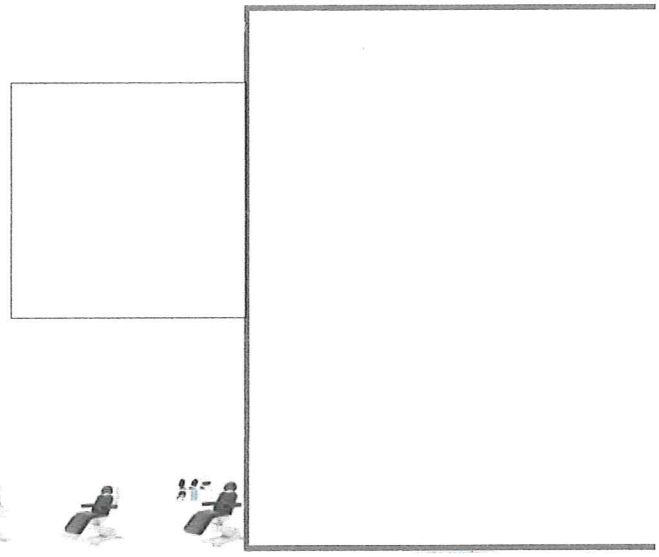
- USA
- UK
- Ireland

FREE SHIPPING on orders over $2500 - See Details | New York: 1-800-728-2008 | 1-718-628-6668

DREAM IN REALITY
AMERICA | BELGIUM | CHINA | FRANCE | GERMANY | NETHERLANDS | UNITED KINGDOM | IRELAND

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Facial Beauty Bed & Chair Pavo - Full electrical with 4 motors

(DIR Code: 8709BL)

- **$1,899.00** ~~$2,599.00~~

Seat Color:

Black

Quantity

\+ 1 -

Availability:

ADD TO CART CHECKOUT

Instructions

Hair Is My Business
UNISEX SALON
TOWN PLAZA
4131 S. US1 Hwy Fort Pierce, FL 34982
Tel. 772-252-4837 - Fax 772-979-6024

Description

Operating a Facial Beauty Bed will never be the same again, experience our revolutionary full-electrical all purpose beauty bed/chair Pavo, fitted with 4 electro-hydraulic motors. This newly updated unit features more finer adjustments, quieter operations and sleeker appearance fully integrated into a simple operating remote.

- Heavy-Duty Facial Beauty Bed/Chair with 500 lbs weight capacity
- High grade soft vinyl with high density foam for both comfort & durability
- Dual headrest included for all types of beauty & medical facilities, easily interchangeable for all types of procedures
- 4 Individual Electro-hydraulic motors to smoothly & quietly operates the Backrest, Leg-rest, Height and also Tilt adjustments
- 8 Button remote control for easy operation
- Manually adjusted 180 degree rotating seat
- Removable arms for versatility
- Fully assembled out of the box
- Power requirement: 110 Volts

a design for you on exactly what you want, we can do it all of any design.

What are Electrical Cabinet Signs?

Electrical Cabinet Signs are really simple signs that its basically a light box where you put any custom design on it, but its very affordable and its for clients who just want something simple for their business. You can usually put more information on it to show your customers what you are offering and etc. We as a sign company offer high quality electrical cabinet signs hei in South Florida, please go through our examples so you can have an idea what you want for your business. They have a 10 yrs Warranty for the structure and 3 yrs for electrical parts.

Our Products

Cost $1500 ea

- Channel Letters
- Reverse Channel Letters
- PVC Signs
- Vehicle Wraps
- *Electrical Cabinet Signs*
- Vinyl Signs
- Push Through Signs
- Aluminum Signs
- Billboards
- Digital Graphic Signs
- Monument & Pylon Signs
- Banners

FREE ESTIMATE

SIGNSALLSIGNS
CREATING FOR TOMORROW

305-300-4477

Home Products Our Services Contact Us Blog

Home / Electrical Cabinet Signs

Electrical Cabinet Signs

COST $1500.00

FREE ESTIMATE

***If you don't find an example on what you want in our product library, please call us and we can mock up**

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **HAIR IS MY BUSINESS, LLC,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2015-2016 CDBG Action Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

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

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. Grantor agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient,** up to the agreed amount of **$3,000** (Three Thousand Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

6. Recipient agrees to submit to **Grantor, through the Department of Urban Redevelopment,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

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

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any

employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

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

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

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
ATTEST: CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **HAIR IS MY BUSINESS, LLC**

By: _____
Elaine Williams-Bell

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.e.**

Meeting Date: 03/20/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Joann Thompson, owner of Grace Development & Community Outreach in the amount of $3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG Action Plan allocates funding for small businesses that attend 2 educational workshops to purchase items to improve capacity & sustainability. Ms. Thompson attended workshops 11/16/16 and 2/15/17 and has applied for a grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for Ms. Thompson to purchase equipment for her business, Grace Development and Community Outreach.

ALTERNATIVES:

Do not approve the grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Director, Planning Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016-2017
Account:	10390025548410
Amount:	3000.00

OTHER INFORMATION:

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

Attachments

Grant App - Grace

Contract - Grace Development

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:18 PM

Form Started By: Libby Woodruff
Started On: 03/03/2017 03:52 PM
Final Approval Date: 03/15/2017

2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Grace Development & Community Outreach

Physical Address: 2403 Okeechobee Rd, Fort Pierce, FL

Mailing Address: 5360 N.W. East Paden Circle, Port St Lucie, FL

Website Address: _____

Contact Person: Joann Thompson Title: CEO / Founder

Best Contact Telephone Number # (772) 579-0251

Grant Amount Requested: $ 3000

==========

Business Owner Signature: _____

Printed Name of Business Owner: Joann Thompson

Owner Telephone Number: (772) 579-0251 Email: grace developmentoutreach@gmail.com

==========

1. Please describe what would you like to purchase with the grant funds. I will use funds to purchase business cards & brochures, five laptops, Setup a website, and a down payment on a van for my program.

2. Please explain why you feel this purchase will help your business. The cards & brochures will allow me to promote my business, the laptops will allow my to teach them soft skills to be marketable, and the van will allow me to transport my clients to appointments, school, and other activities as needed.

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:
GRACE DEVELOPMENT & COMMUNITY OUTREACH 5360 NW EAST PADEN CIRCLE PORT ST LUCIE FL 34986	THOMPSON, JOANN

Business Location*: 2403 OKEECHOBEE RD A

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

Date Issued	Expiration Date	Control Number
March 03, 2017	September 30, 2017	0046316

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
17-00028871	UNCLASSIFIED	LIFE COACH FOR YOUNG ADULTS

Tax Amount	$89.13
New/Renewal Fee	$15.00
Penalty	$0.00
Total	$0.00

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

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

State of Florida

Department of State

I certify from the records of this office that GRACE DEVELOPMENT & COMMUNITY OUTREACH is a Fictitious Name registered with the Department of State on May 21, 2015.

The Registration Number of this Fictitious Name is G15000050621.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Third day of May, 2015

Ken Detzner

Secretary of State

Authentication ID: **400273212604-052315-G15000050621**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

Certificate of Completion

This Certificate is Presented to:

JoAnn Thompson
(Attendee Name)

Grace Education + Community Ctr.
(Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"All About Small Business Tax Issues"

November 16, 2016

An economic development initiative funded by:

FORT PIERCE, FL • THE SUNRISE CITY •

SCORE Workshop Instructor

In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Joanne Thompson (Attendee Name)

Grace Education (Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

vistaprint®

Help
1.866.614.8002

Checkout **Shipping** Payment Review Order Complete

Shipping Address

JOANN THOMPSON
2403 Okeechobee Road
Fort Pierce, FL 34950
United States of America
7725790251

Change

Billing Address

JOANN THOMPSON
2403 Okeechobee Road
Fort Pierce, FL 34950
United States of America
7725790251

Change

Choose a delivery speed

Shipping & Delivery Details

Express: 3 Business Days $21.99
Get it by March 02.
Get it even faster.

Standard: 5 Business Days $7.99
Get it by March 06.

Economy: 8 Business Days $6.99
Get it by March 09.

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Everything to market your business.

Corporate | Reseller

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Help is here.
1.866.614.8002

My Account
Hello Joanne

Cart

All Products | Business Cards | Marketing Materials | Signs & Posters | Invitations & Stationery | Clothing & Bags | Digital Marketing

Promo code VPBC500 has been applied

Have a different promo code?

My Cart | 2 Items



Edit Your Design

Signature Business Cards

Signature Business Card

Qty 1000 Remove

Show Selected Options $60.0(

VPBC500 -$25.0(

Item Total **$34.98**

CarGurus

Price Analysis

2010 Dodge Grand Caravan SE - $6,456

Dealer's Price:	**$6,456**
Mileage:	114,851 miles
Transmission:	Automatic
Exterior Color:	White Gold
Interior Color:	Brown (BEIGE)
Engine:	V6
VIN:	2D4RN4DE4AR135806
Stock #:	AR135806

Good Deal

$8,184 Instant Market Value

$6,456 Dealer's Price

$1,728 Below Market



CarGurus Market Comparison

Comparable listings

2010 Dodge Grand Caravan SE

$8,499
116,206 miles
Automatic

2010 Dodge Grand Caravan SE

Market Price Analysis

Brochures

More to say? Choose a tri-fold or new bi-fold layout to easily share your story.

100 starting at $60.00

Choose how to design.

Browse our designs

Add your own text and images.

Use your complete design

Already have a design? Upload it and we'll print it.

Let us design one for you

One of our experts will do all the graphic design work for you.

Price Estimator

Go for a brochure

Brochures are a great way to connect with customers by bringing your brand's story to life and presenting your products and services. You'll get professional results without being an expert designer too – just pick one of our templates (or upload your own) and add your information.

Here are some tips to help your folded brochure hit home:

- **Create some curiosity.** The front cover needs to persuade the reader to look inside. Less is more here – use concise language to convey the key benefit of your business.
- **Use headlines.** This lets readers scan your brochure quickly. Benefit-led headlines are recommended – describe how your product or service will improve their life.
- **Address the reader as "you".** This is much more personable and engaging than the corporate-sounding "customers".
- **Include a call to action.** Should the reader visit your website or call you directly? Tell them clearly what the next step is.
- **Create urgency!** Include time-limited discounts and phrases such as "call now" or "order today" to urge the reader to act.

Looking for more information and inspiration? Check out our complete guide on how to create brochures.

Customer Photos

#vistaprint









Add photo

50 $4(

100 $6(

More pricing a

Af

Pricing | Product Specs | Full Upload Specifications

Qty	Price
25	$20.00
50	$40.00
100	$60.00
250	$120.00
500	$200.00
750	$280.00
1000	$350.00
1500	$450.00
2000	$500.00
2500	$550.00
3000	$600.00
4000	$650.00
5000	$700.00
6000	$840.00
7000	$980.00
8000	$1,120.00
9000	$1,260.00
10000	$1,400.00
15000	$2,100.00
20000	$2,800.00

Get an instant quote including shipping and processing costs!

Standard 100lb (150gsm, 7.2pt) glossy book stock	INCLUDED
Premium 100lb (270gsm, 11pt) glossy cover stock	$6.00
PDF Proof	INCLUDED

Close

Gmail

Joanne Thompson <graceeducationcenter@gmail.com>

Order Confirmation #908384489-001

1 message

OfficeDepotOrders@officedepot.com <OfficeDepotOrders@officedepot.com> Thu, Feb 23, 2017 at 9:10 AM
Reply-To: OfficeDepotOrders@officedepot.com
To: graceeducationcenter@gmail.com

Office DEPOT

800.GO.DEPOT

Order Information

Thank you for choosing Office Depot for your office supply needs. We appreciate your continued business.

Expected Pickup Date: **02/24/2017**

Order Number:	908384489-001	Status:	Held for Quote
Order Date:	02/23/2017	Tracking:	N/A
Web User Log-In:	AFXW	Order Type:	Order
Last Modified By:	AFXW	Order Category:	Phone Order
Last Modified date:	02/23/2017	Delivery Type:	Delivery
Warehouse Location:	1165-Third Party	Shipping to:	JOANN THOMPSON 2403 OKEECHOBEE RD FORT PIERCE FL 34950
Account #:	81012499		
Payment info:	Cash.		
Contact:	JOANN THOMPSON	Delivery Method:	
Comments:	FIRST TIME CUSTOMER ORDERS.		

Product Summary

Description	Item Number	Qty	Qty Ship	BkOrd Qty	Unit Price	Unit	Ext-Price
HP Laptop, 15.6" Screen, AMD A9, 4GB Memory, 1TB Hard Drive, Windows® 10 (0193778)	193778	5	0	0	279.990	each	$1,399.95

LEGEND

Item Number: Entered Item Number
Qty: Original Quantity Ordered
Qty Ship: Units Shipped So Far
BkOrd Qty: Backorder Quantity

Subtotal:	1399.95
Tax:	91.00
Delivery Charge:	0.00
Misc.:	0.00
Total:	**$1490.95**

A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of _____ **2017**, 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 **GRACE DEVELOPMENT & COMMUNITY OUTREACH,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, the Fort Pierce City Commission, on July 20, 2015 approved the 2015-2016 CDBG Action Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

WHEREAS, the **City of Fort Pierce has** determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

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

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.

2. This Agreement shall take effect on the date executed by the **Grantor.**

3. Grantor agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient,** up to the agreed amount of **$3,000** (Three Thousand Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2015-2016 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce Small Business Grant Program.

6. Recipient agrees to submit to **Grantor, through the Department of Urban Redevelopment,** a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

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

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over $5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of $5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than $5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is $5,000 or more, disposition instructions should be requested from HUD.

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

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.

B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions

of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any

employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will

be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with

the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

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

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

3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

GRANTOR:
ATTEST: CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **GRACE DEVELOPMENT & COMMUNITY OUTREACH**

By: _____
Joann Thompson

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.f.**

Meeting Date: 03/20/2017

Re: Increase Blanket Purchase Order#170149 I Heart Media - Radio Advertising & Purchase Order #170374 Vero Beach 32963 Publication

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

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SUBJECT:

Approve increasing Blanket Purchase Order #170149 for I-Heart Media Radio Advertising for Sunrise Theatre in the amount of $15,000.00.

SUMMARY:

$20,000 was budgeted for I-Heart Media for the 2016/17 fiscal year in our advertising budget 406-4600-575 48-10. Due to the amount of shows and the possibility of additional ones, we request the Blanket Purchase Order #170149 be increased by $15,000.

RECOMMENDATION:

Approve

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Tony Barnes, Administrative Services Director
Johnna Morris, Finance Director
Anne Satterlee, Marketing Manager Sunrise Theatre

COORDINATED WITH:

John Wilkes, Sunrise Theatre Director
Tony Barnes, Administrative Services Director
Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N:	yes
Fiscal Year:	2016/17
Account:	406-4600-575-4810
Amount:	15,000

OTHER INFORMATION:

Funds are available to increase the Blanket Purchase Order #170149.

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	03/13/2017 11:07 AM
Finance Department	Johnna Morris	03/15/2017 01:18 PM
City Manager	Nick Mimms	03/15/2017 05:34 PM

Form Started By: Anne Satterlee Started On: 02/27/2017 03:31 PM

Final Approval Date: 03/15/2017

City Commission Regular Meeting **10.g.**

Meeting Date: 03/20/2017

Re: Increase Blanket Purchase Order #170374 Vero Beach 32963 Publication

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

SUBJECT:

Approve increasing Blanket Purchase Order #170374 for Vero Beach 32963 Print Advertising for Sunrise Theatre in the amount of $3,000.00.

SUMMARY:

$10,000 was budgeted for 32963 and an increase of $3,000 is requested to fulfill additional advertising this season.

RECOMMENDATION:

Approve

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Tony Barnes, Administrative Services Director
Johnna Morris, Finance Director
Anne Satterlee, Marketing Manager Sunrise Theatre

COORDINATED WITH:

John Wilkes, Sunrise Theatre Director
Tony Barnes, Administrative Services Director
Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N:	yes
Fiscal Year:	2016/17
Account:	406-4600-575-4810
Amount:	3,000.00

OTHER INFORMATION:

Funds are available in the advertising budget to increase the Blanket Purchase Order.

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	03/15/2017 09:34 AM
Finance Department	Johnna Morris	03/15/2017 01:17 PM
City Manager	Nick Mimms	03/15/2017 05:17 PM

Form Started By: Anne Satterlee Started On: 03/07/2017 04:28 PM
Final Approval Date: 03/15/2017

City Commission Regular Meeting **10.h.**

Meeting Date: 03/20/2017

Re: Indian Hills Recreation Area - Florida Shared-Use Nonmotorized Trail Network - Design Agreement

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SUBJECT:

Approval of professional services agreement with Kimley-Horn and Associates for design of improvements to the recreational trails within the Indian Hills Recreation Area in the total amount of $55,400.00.

SUMMARY:

A request was made to Kimley-Horn and Associates, one of the City's continuing service providers, for a proposal for the preparation of construction documents and specification package to support improving recreational trails at the Indian Hills Recreation Area. Professional design documents will meet the requirements established by FDOT for the Sun Trail Network. The Kimley-Horn firm was selected to ensure uniformity in design and to benefit from a scale of economy due to their previous design efforts on the project.

RECOMMENDATION:

It is recommended to approve Specific Authorization No. 2 with Kimley-Horn and Associates, in the amount of $55,400.00.

ALTERNATIVES:

Move to another design professional on the City's continuing services list as determined by RFQ 2013-005 Professional Services Agreement.

RESPONSIBLE STAFF:

City Engineer

COORDINATED WITH:

Brian Good, P.E. - Kimley-Horn and Associates,
Lisa Maack, AICP - Multimodal Coordinator - FDOT D4

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2017
Account:	403-4300-538.34-90
Amount:	$55,400.00

FISCAL IMPACT:

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

Attachments

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	03/08/2017 11:02 AM
Finance Department	Johnna Morris	03/10/2017 09:37 AM
City Manager	Nick Mimms	03/15/2017 05:16 PM
Form Started By: John Andrews		Started On: 03/07/2017 03:59 PM
Final Approval Date: 03/15/2017		

SPECIFIC AUTHORIZATION NO. 2

CITY OF FORT PIERCE INDIAN HILLS RECREATION AREA PROJECT – FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

SCOPE OF SERVICES

Pursuant to the provisions contained in the "RFQ No. 2013-005 – Professional Services Agreement" between The City of Fort Pierce (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. (hereinafter referred to as "ENGINEER") dated the 5th day of January 2015, CITY authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires additional services related to the improvement of the recreational trails at the Indian Hills Recreation Area, hereinafter referred to as the "Project".

This Project is not an FDOT funded project.

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required for the preparation of bid documents and specification package to support the design and bidding of improvements to the recreational trails within the Indian Hills Recreation Area. The engineer will prepare the bid and specification packages to meet the requirements established by FDOT for the SUN Trail Network. The Project is more particularly described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit "A', attached hereto and incorporated by reference herein:

Construction Documents	3 Month from NTP
Bid Specification Package	3 Month from NTP

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed $55,400.00

SPECIFIC AUTHORIZATION NO. 2

CITY OF FORT PIERCE INDIAN HILLS RECREATION AREA PROJECT – FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 of the AGREEMENT.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein. Please note that the following services are not included in our proposal:

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

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

Attest: _____
City Clerk

KIMLEY-HORN & ASSOCIATES, INC.

By: _____ Date: 3/7/17
Brian Good, P.E, Senior Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
City Attorney

EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER SCOPE OF SERVICES

CITY OF FORT PIERCE INDIAN HILLS RECREATION AREA PROJECT – FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

OVERVIEW:

As authorized under Florida Statute 339.81, the FDOT is directed to make use of its expertise in efficiently providing transportation projects to develop a statewide system of paved non-motorized trails as a component of the Florida Greenways and Trails System (FGTS). As such, the City of Fort Pierce and the Florida Department of Transportation (FDOT) have entered into an agreement .to cooperatively improve portions of the existing recreational trail constructed within the Indian Hills Recreation Area. The improved recreational trails within the Indian Hills Recreational Area are intended to be a component of the larger Florida Shared-Use Nonmotorized (SUN) Trail Network.

PROJECT DESCRIPTION:

Professional consultant services are required for the preparation of construction documents and specification package to support improving recreational trails within the Indian Hills Recreation Area to meet the requirements established by FDOT for the SUN Trail Network. The improved trail limits within the Indian Hills Recreation Area are as depicted on the following page.

The multi-use trail is proposed to be constructed from rigid pavement, and will be typically 12 feet wide, but may commonly vary from 10 feet to 14 or more feet depending upon constraints or volume of use. In some areas of extreme constraints such as at bridges or in environmentally sensitive areas, the trail may be as narrow as eight feet. The goal is to construct a 12-foot-wide trail.


INDIAN HILLS
GOLF COURSE
NORTH
GRAPHIC SCALE IN FEET
0 50 100 200
FLORIDA EAST COAST RAILWAY
SOUTH INDIAN RIVER DRIVE
PROPOSED FLORIDA SHARED USE
NON-MOTORIZED TRAIL NETWORK
IMPROVEMENT LIMITS
PUBLIC WORKS DRIVE
SAVANNAH ROAD
SAVANNAH ROAD

DESCRIPTION OF TASK DELIVERABLES:

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.

2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.

3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:

   a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.

   b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's Plans Preparation Manual Design Criteria, latest edition.

   c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the CITY's applications for required federal, state, or local permits.

   d. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.

   e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.

4. Compensation to the ENGINEER for basic services shall be in accordance with

Section IV – Compensation, of this Agreement, as mutually agreed upon by the ENGINEER and CITY.

B. Construction Documents:

The ENGINEER will develop construction documents to adequately define the horizontal and vertical location of the proposed trail improvements. The construction documents will consist of the following:

Construction Documents:
The ENGINEER will prepare engineering plans, profiles and cost estimates utilizing the survey data collected by the ENGINEER. The design shall be consistent with Federal, State and County standards for construction of a drainage system and conform to the County Land Development Regulation's Standards and Codes, where applicable. The ENGINEER will develop the construction cost estimate utilizing construction line items, quantities, unit prices and individual line item totals. Preliminary engineering plans will be submitted to City staff at the time of 60% completion and consist of the following, but not limited to:

- Cover Sheet
- Civil Abbreviations, Index and Legend Sheet
- General Notes and Specifications Sheet
- Key Map and Site Plan Sheet
- Paving, Grading and Drainage Plan Sheet (minimum scale 1"=20' on 24"x36" sheets)
- Detail Sheets

The ENGINEER will furnish two full size (24"x36") copies and two half size (11"x17") copies of the preliminary engineering plans, cost estimate and preliminary calculations to City staff at the predetermined deliverable date. All deliverables shall also be submitted in PDF format. The ENGINEER will submit plans to the City Staff at the 60% design milestone. Based upon comments provided by the City regarding the preliminary engineering plans (60% submittal), the ENGINEER will prepare final construction design plans and an updated construction cost estimate for bidding and construction. Final plans and calculations will be submitted to City staff and all necessary permit agencies for review and permitting. All changes resulting from comments will be addressed by the ENGINEER to finalize the engineering plans and construction cost estimate.

The ENGINEER shall include the City's boiler plate general agreement and conditions to the contract document and specifications and is to submit, for review and approval, a completed contract document to the City. The ENGINEER will

furnish two full size (24"x36") copies and two half size (11"x17") copies of the final design plans and construction cost estimate to City.

C. Bid & Specification Packages:

The ENGINEER will prepare the City's Standard Unit Price Construction Contract, inclusive of the project specification package and bid blank form (pay items and quantities) necessary to competitively bid the contemplated scope of work.

TIME OF PERFORMANCE:

Construction Documents	3 months from NTP
Bid and Specification Package	3 months from NTP

EXHIBIT "B"

COMPENSATION

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

Task Description	Fee
Supplemental Design Survey	$ 5,500
Construction Documents	$ 41,250
Bid & Specification Package	$ 8,650
Grand Total	**$ 55,400**

Compensation will be computed at the hourly rates of

Project Manager	$	165.00
Assistant Project Manager	$	140.00
Senior Engineer	$	125.00
Engineer	$	105.00
Engineering Technician	$	90.00
Draftsperson	$	85.00
Registered Land Surveyor	$	120.00
Survey Technician	$	75.00
Survey Crew	$	95.00
Secretary	$	50.00

City Commission Regular Meeting **10.i.**

Meeting Date: 03/20/2017

Re: Hurricane Matthew Federally Funded Public Assistance Funding Agreement (FEMA)

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approve FEMA-4283-DR-FL Federally Funded Public Assistance Funding Agreement to restore the City to its pre-Hurricane Matthew conditions.

SUMMARY:

FEMA has approved the City's request for Public Assistance (RPA) to restore the City to its pre-Hurricane Matthew conditions. It is now necessary for the City to enter into the attached Federally Funded Public Assistance Funding Agreement.

RECOMMENDATION:

Approve the Federally Funded Public Assistance Funding Agreement.

ALTERNATIVES:

Approve with recommendations.

RESPONSIBLE STAFF:

Sheritta Johnson, Risk Manager

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

OTHER INFORMATION:

A minimum of 75% of eligible cost for repairs and restoration.

Attachments

FEMA Contract

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/15/2017 01:16 PM
City Manager	Nick Mimms	03/15/2017 05:19 PM
Form Started By: Sheritta Johnson		Started On: 03/10/2017 02:54 PM
Final Approval Date: 03/15/2017		

INSTRUCTIONS TO EXECUTE THE FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT BY THE SUBGRANTEE/SUBRECIPIENT

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit facilities. In order to be eligible for federal funds, you were required to submit a Request for Public Assistance (RPA). That request has been approved.

FEMA and the State share the responsibility for making Public Assistance funds available to the Subgrantee/Subrecipient. Funds that FEMA obligates to the State via electronic transfer, reside in the Federal account (SMARTLINK) until the State is ready to award grants to the appropriate Subgrantees/Subrecipients.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Public Assistance (RPA) was approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Florida Division of Emergency Management (the Grantee/Recipient). The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient *must* be attached to the Agreement for review by the Division.)

    a. **Corporation:** the chair of the board of directors or president;

    b. **City:** the mayor or city manager;

    c. **County:** the chair of the board of county commissioners or the county manager;

    d. **School Board:** the superintendent;

    e. **Fire District:** the district chief;

    f. **Special Districts:** the executive director;

    g. **Institution of Higher Education:** the president of the institution;

    h. **Charter School:** the chair of the board of directors;

    i. **County Sheriff's Office:** the sheriff;

    j. **State Agencies:** the Secretary or Director of the Agency;

    k. **All other Subgrantee/Subrecipients:** the chief executive officer of the entity.

2. Copies of the Agreement can be obtained through FloridaPA.org by anyone authorized by the Subgrantee/Subrecipient to access the system.

CHECKLIST FOR EXECUTING THE FUNDING AGREEMENT

In what may be a change from how the Funding Agreement has been executed in previous disasters, it is now necessary take the following steps to ensure that the Funding Agreement and associated documentation is processed as quickly as possible:

O 1. Download the Agreement and these instructions from the "Funding Agreement" section of your FloridaPA.org Subgrantee/Subrecipient Account Summary page for disaster FEMA-4283-DR-FL within www.FloridaPA.org;

O 2. Complete all user-defined fields, save the Agreement to your local computer, then print a copy of the Agreement with all attachments. (Print two copies if you want to receive an executed copy with original signatures back from the Division);

O 3. Have the officer/official listed above, or their designee with signature authority, sign:
   a. the Statement of Assurances signature page (Attachment A);
   b. the Funding Agreement on page 23, under the subsection "For the Subgrantee/ Subrecipient," (If signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient must be attached.); and
   c. the bottom of Attachment D, on the line for "Subgrantee/Subrecipient Authority/ Board/Commission Signature."
   d. The bottom of Attachment E on the line "FOR: Subgrantee/Subrecipient BY:"

O 4. Scan a PDF copy of the Agreement with *all* Attachments and upload the PDF copy into www.FloridaPA.org. (This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster FEMA-4283-DR-FL.)

O 5. Once uploaded, advance the Agreement in www.FloridaPA.org, where it will be reviewed and advanced for legal review.

O 6. Send the original(s) of the signed Agreement by U.S. Mail or courier service to the following address:

Attn: Evan Rosenberg, Bureau Chief
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100.

Once received, the Division's representative will execute the Agreement and a scanned copy of the fully executed Agreement will be uploaded into www.FloridaPA.org. (If the Subgrantee/ Subrecipient has sent two copies of the Funding Agreement, each with original signatures, the Division will return one fully executed copy with original signatures to the Subgrantee/ Subrecipient. If only one copy with original signatures has been sent by the Subgrantee/ Subrecipient, then the Division will retain the resulting fully executed copy of the Agreement.)

OTHER INFORMATION

It is the Subgrantee's/Subrecipient's responsibility to review all of the provisions in the Agreement and Attachments, and completely fulfill its duties and obligations thereunder. While

the provisions may not be modified, the Subgrantee/Subrecipient has the right to consult with counsel and have counsel review the Agreement before signing and submitting it to the Division for acceptance.

While all of the provisions are important and must be complied with, the following provisions are especially important for the Subgrantee/Subrecipient to be aware of:

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Subgrantees/Subrecipients *must* use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Grantee/Recipient upon request by the Subgrantee/Subrecipient. *The Subgrantee/Subrecipient is required to have working knowledge of the FloridaPA.org system.*

TIMELINE FOR PERFORMANCE OF WORK

COMPLETION DATES

In accordance with 44 C.F.R. § 206.204, the Subgrantee/Subrecipient must complete all projects – whether small projects or large projects – no later than 18 months from the date a major disaster or emergency is declared by the President, except that the Subgrantee/Subrecipient only has 6 months to complete projects related to debris removal and emergency work. Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee/Subrecipient, the Grantee/Recipient may – but is not required to – extend the completion deadline for an additional 6 months for debris removal and emergency work, and 30 months for permanent restoration work. The Subgrantee/Subrecipient must notify the State and certify work is complete on small projects.

CLOSEOUT

The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under this Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee/Recipient ensures that all funds have been obligated and all work has been completed in accordance with this Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee/Recipient (State) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled. A signed Project Completion and Certification report is required to close this Agreement.

Contract Number: 17-PA-U5-10-66-01-126
Subgrantee/Subrecipient: Fort Pierce, City Of
FIPS/PAID Number: 111-24300-00

HURRICANE MATTHEW DISASTER DECLARATION (FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, whose headquarters is in Tallahassee, Leon County, Florida (hereafter referred to as the "Grantee/Recipient"), and:

_____

(hereinafter referred to as the "Subgrantee/Subrecipient").

WHEREAS,

On October 8, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew; and

WHEREAS,

The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in Bradford, Brevard, Clay, Duval, Flagler, Indian River, Lake, Martin, Nassau, Palm Beach, Putnam, Seminole, St. Johns, St. Lucie, and Volusia Counties.

WHEREAS,

The FEMA-State Agreement executed October 12, 2016, and subsequently amended, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees/Subrecipients; and

WHEREAS,

The Subgrantee/Subrecipient is located in the affected area and appears to have suffered eligible damage; now

THEREFORE, the Grantee/Recipient and the Subgrantee/Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) **DEFINITIONS.**

a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:

i. **Agreement Sum:** is the Grantee's/Recipient's amount of reimbursement to the Subgrantee/Subrecipient for its verified expenses, subject to the scope of work identified in the Project Worksheet for Small and/or Large Projects.

ii. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in FloridaPA.org on the main Disaster Summary Page

under "documents"), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA.

iii. **FEMA - State Agreement:** is the agreement executed October 12, 2016, and amended from time to time, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4283-DR-FL.

iv. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under this major disaster is $123,100^{00}$ or greater, it is a Large Project.

v. **P.2. package:** is the formal notification used for all versions of a Project Worksheet with a change in the funding amount.

vi. **Project Worksheet (Subgrant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.

vii. **Reasonable:** for purposes of access to records, is construed according to the circumstances, but ordinarily means during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on any Monday through Friday that is not a state or federal holiday.

viii. **Zero (0) Dollar Notification Letter:** is the notification for projects where there are scope changes, improved or alternate projects, ineligible cost or a zero (0) dollar variance closeout.

2) AGREEMENT TO BE BOUND.

a. The parties enter into this Agreement intending to be bound by same.

b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - State Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA. The Subgrantee/Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment "A" and incorporated herein by reference.

3) FUNDING.

a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs, unless a higher percentage is approved. The non-federal share is the remaining amount.

b. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share.

c. The Subgrantee/Subrecipient acknowledges that the Grantee's/Recipient's obligation to pay under this Agreement is contingent upon an appropriation by the

State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

d. Disbursement must be consistent with section 252.37, Florida Statutes. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206.228 and do not require matching funds may also be funded by FEMA.

e. Subject to an advance payment of funds by the Grantee/Recipient to the Subgrantee/Subrecipient, the Grantee/Recipient will provide funds on a cost reimbursement basis to the Subgrantee/Subrecipient for eligible activities approved by the Grantee/Recipient and FEMA, as specified in the approved Subgrantee/Subrecipient Project Worksheets.

f. The Grantee/Recipient may provide some portion of any nonfederal share for some Subgrantees/Subrecipients. As a condition of receipt of the federal funding, the Subgrantee/Subrecipient agrees to provide any nonfederal share not paid by the Grantee/Recipient. The federal allowable costs must be determined as per 2 C.F.R. and 44 C.F.R. §§ 13 and 206.

g. The approved Project Worksheets will be transmitted to the Subgrantee/Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.

h. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. **These actions will be denoted in the final version of the obligated project worksheet for each project.**

i. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.

j. As a condition of funding under this Agreement, the Subgrantee/Subrecipient agrees that the Grantee/Recipient may withhold funds otherwise payable to the Subgrantee/Subrecipient from any disbursement to the Grantee/Recipient, by FEMA or any other source, upon a determination by the Grantee/Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subgrantee/Subrecipient pursuant to this Agreement or any other funding agreement administered by the Grantee/Recipient.

k. The Subgrantee/Subrecipient understands and agrees that the Grantee/Recipient may offset any funds due and payable to the Subgrantee/Subrecipient until the debt to the State is satisfied. In such event, the Grantee/Recipient will notify the Subgrantee/Subrecipient via the entry of notes in FloridaPA.org.

4) INSURANCE.

a. The Subgrantee/Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subgrantee/Subrecipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subgrantee/Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Grantee/Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

c. In addition to the preceding requirements, the Subgrantee/Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subgrantee/Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Act further states "If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

d. The Subgrantee/Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

e. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subgrantee/Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

f. The Subgrantee/Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

5) DUPLICATION OF BENEFITS PROHIBITED.

a. The Subgrantee/Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subgrantee/Subrecipient receive any other duplicate benefits from any source whatsoever.

b. The Subgrantee/Subrecipient agrees to reimburse the Grantee/Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subgrantee/Subrecipient has received payment from the Grantee/Recipient.

c. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of,

applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Grantee/Recipient determines the Subgrantee/Subrecipient has received duplicate benefits, the Subgrantee/Subrecipient gives the Grantee/Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subgrantee/Subrecipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

a. The Subgrantee/Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee/Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

b. If applicable, the contract documents for any project undertaken by the Subgrantee/Subrecipient, and any land use permitted by or engaged in by the Subgrantee/Subrecipient, must be consistent with the local government comprehensive plan.

c. The Subgrantee/Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

d. The Subgrantee/Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

7) DOCUMENTATION AND INSPECTIONS.

a. The Subgrantee/Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Grantee/Recipient determines the Subgrantee/Subrecipient has failed to create and maintain such documentation, the Grantee/Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subgrantee/Subrecipient must, within sixty (60) days of receipt of Notice by the Grantee/Recipient, reimburse the Grantee/Recipient for all payments disbursed to the Subgrantee/Subrecipient, together with any and all accrued interest.

    i. Failure of the Grantee/Recipient to terminate funding when a Subgrantee's/Subrecipient's breach is discovered does not act as a waiver of the Grantee's/Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.

b. For all projects, the Subgrantee/Subrecipient must state on the "Project Completion and Certification Report" that all work was performed in accordance with this

Agreement and the requirements in each Project Worksheet, and must state the date of completion.

c. For Small Projects, the Subgrantee/Subrecipient must notify the State when work is complete and must upload photographs clearly demonstrating completion of the work to the Subgrantee/Subrecipient's FloridaPA.org account.

d. For Large Projects the Subgrantee/Subrecipient must submit a Request for Close-out on FloridaPA.org, and include.

    i. a Request for Reimbursement (if funds are owed to the Subgrantee/ Subrecipient); and

    ii. a Summary of Documentation which is automatically created when the request for closeout is submitted on FloridaPA.org.

e. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Grantee/Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

f. Interim Inspections may be requested by the Subgrantee/Subrecipient, on both small and large projects, to:

    i. conduct insurance reconciliations;

    ii. review an alternate scope of work;

    iii. review an improved scope of work; and/or

    iv. validate scope of work and/or cost.

g. Interim Inspections may be scheduled and submitted by the Grantee/Recipient as a request in FloridaPA.org under the following conditions:

    i. a quarterly report has not been updated between quarters;

    ii. the Subgrantee/Subrecipient is not submitting Requests for Reimburse-ment (RFR's) in a timely manner;

    iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or

    iv. there are issues or concerns identified by the Grantee/Recipient that may impact funding under this agreement

h. The Subgrantee/Subrecipient must submit a request Large Project closeout in FloridaPA.org no later than sixty (60) days after the project's completion.

    i. The Grantee/Recipient will use its authority to submit a request for project closeout if the Subgrantee/Subrecipient has identified the project to be complete but has failed to submit the request for closeout.

8) PAYMENT.

a. The Grantee/Recipient agrees to disburse the eligible costs to the Subgrantee/ Subrecipient in accordance with the following procedures:

i. **Funding for Small Projects:** Small project funding will be based on estimated costs, only if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in the scope of work. (Revisions to the Project Worksheets may result in changes in funding level and/or category.) Payment methods are fully described in FEMA's Public Assistance Program and Policy Guide (January 2016). A request to increase cost on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that both the scope of work was completed and that all combined funds were expended.

1. The Grantee/Recipient agrees to disburse the federal and nonfederal shares of the eligible costs for Small Projects to the Subgrantee/Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.

ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subgrantee/Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.

1. The Grantee/Recipient agrees to reimburse the Subgrantee/ Subrecipient for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Large Project Worksheet and submission of a Request for Reimbursement (RFR) by the Subgrantee/Subrecipient. The submission from the Subgrantee/Subrecipient requesting this reimbursement must include:

    a) a Request for Reimbursement (available in FloridaPA.org);

    b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and

    c) the FEMA Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

b. Once the work is completed, the Grantee/Recipient and the Subgrantee/Subrecipient will conduct a final inspection to determine if the payments to the Subgrantee/Subrecipient were proper, if it is owed additional monies, or if it must submit repayment to the State for overpayment.

c. In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.

d. The amount which may be advanced may not exceed the expected cash needs of the Subgrantee/Subrecipient for the first three (3) months of the contract term, not to exceed the Federal share.

e. Advances.

    i. Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph "3) Funding," above, these payments are not bound by Section 216.181(16), Florida Statutes.

        1. The Grantee/Recipient must request a waiver from the State Comptroller each Fiscal year.

        2. For a federally funded contract, any advance payment is also subject to 2 C.F.R., federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

        3. All advances must be held in an interest-bearing account with the interest being remitted to the Grantee/Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

        4. In order to prepare a Request for Advance (RFA) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subgrantee/Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

        5. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

        6. The Subgrantee/Subrecipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

        7. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

8. The Grantee/Recipient may advance funds to the Subgrantee/ Subrecipient, not exceeding the Federal share, only if the Subgrantee/Subrecipient meets the following conditions:

    a) the Subgrantee/Subrecipient must certify to the Grantee/ Recipient that Subgrantee/Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

    b) the Subgrantee/Subrecipient must submit to the Grantee/ Recipient the budget supporting the request.

9. The Subgrantee/Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than 90 days after receipt of the Advance;

10. The Grantee/Recipient may, in its sole discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from the Subgrantee/Subrecipient if the Grantee/ Recipient reasonably expects that the Subgrantee/Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subgrantee/ Subrecipient was improper.

9) FINAL PAYMENT.

a. The Grantee/Recipient agrees to disburse the final payment to the Subgrantee/ Subrecipient upon satisfaction of the following conditions:

    i. the Subgrantee/Subrecipient must have completed the project to the satisfaction of the Grantee/Recipient;

    ii. the Subgrantee/Subrecipient must have submitted the documentation required by this Agreement;

    iii. in the case of Large Projects, the Grantee/Recipient must have performed the final inspection;

    iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Grantee/Recipient, or alternatively, the Grantee/ Recipient must have performed a final inspection (the subgrantee notifies the state when work is complete on small projects, small projects are considered closed when the P.4. has been processed and FEMA has closed the subgrantee Grant); and

    v. the Subgrantee/Subrecipient must have requested final reimbursement.

b. The Grantee/Recipient may submit the final Request for Reimbursement (RFR) based on final inspections and closeout versions.

10) RECORDS MAINTENANCE.

a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:

   i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R. § 13, as amended;

   ii. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended;

   iii. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended;

   iv. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended; and

   v. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.

b. The Subgrantee/Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subgrantee/Subrecipient account closeout by FEMA.

   i. The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account close out.

d. Records relating to the acquisition of real property must be retained for five (5) years after final account close out.

e. The Subgrantee/Subrecipient and its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Grantee/Recipient, the Florida Chief Financial Officer, the Florida Auditor General, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBGRANTEE/SUBRECIPIENT.

a. If upon final inspection, final audit, or other review by the Grantee/Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subgrantee/Subrecipient under this Agreement exceed the eligible costs, the Subgrantee/Subrecipient must reimburse to the Grantee/Recipient the amount by which the total disbursements exceed the eligible costs no later than forty-five (45)

days from the date the Subgrantee/Subrecipient receives notice of such determination.

b. All refunds or repayments owing to the Grantee/Recipient under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to:

Cashier, Division of Emergency Management,
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100.

c. In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee/Recipient for collection, Recipient must pay the Grantee/Recipient a service fee of 15^{00} or 5% of the face amount of the returned check or draft, whichever is greater.

12) AUDIT

a. The Subgrantee/Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subgrantee/Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subgrantee's/Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subgrantee/Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subgrantee/Subrecipient of such non-compliance.

e. The Subgrantee/Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subgrantee's/Subrecipient's fiscal year.

f. The Subgrantee/Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subgrantee/Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Subgrantee/Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Subgrantee/Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

13) NONDISCRIMINATION BY CONTRACTORS.

a. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subgrantee/ Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subgrantee/ Subrecipient is also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

14) MODIFICATION AND TIME FOR PERFORMANCE.

a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, must be subject to the same terms and conditions as those set out in the initial Agreement, and takes effect only upon execution by both parties.

b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subgrantee/Subrecipient through the Grantee/Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.

c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.

d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.

e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.

f. The time for project completion can only be extended once unless the failure of the Subgrantee/Subrecipient to close out the project is caused by events beyond its

control. Extensions cannot be granted for delays caused by lack of cost-share funding.

g. If any extension request is denied by the Grantee/Recipient, or is not sought by the Subgrantee/Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension for completed projects.

h. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Grantee/Recipient of any and all project costs.

15) CONTRACTS WITH OTHERS.

a. If the Subgrantee/Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subgrantee/Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Grantee/Recipient, its employees and/or their contractors, and the Subgrantee/Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

b. The Subgrantee/Subrecipient must document in the Quarterly Report the subcontractor's progress in performing its work under this Agreement.

c. For each subcontract, the Subgrantee/Subrecipient must provide a written statement to the Grantee/Recipient as to whether the subcontractor is a minority vendor as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts must be uploaded into FloridaPA.org by the Subgrantee/Subrecipient.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II.

    i. Grace Period. Notwithstanding the preceding, a Non-Federal Entity (NFE), may choose to continue to comply with the former procurement standards applicable to FEMA awards found at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. Note that if an NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end, and that it understand and agrees it must transition to the new procurement standards.

16) LIABILITY.

a. The Grantee/Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee/Subrecipient is a governmental entity covered under section 768.28 (5), Florida Statutes, the Subgrantee/Subrecipient is solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Further, unless the Subgrantee/

Subrecipient is a governmental entity within the meaning of the preceding sentence, the Subgrantee/Subrecipient, by entering into this Agreement, agrees to indemnify and hold the Grantee/Recipient harmless from any and all claims asserted by third parties in connection with the performance of this Agreement.

b. For the purpose of this Agreement, the Grantee/Recipient and the Subgrantee/ Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.

c. Nothing in this Agreement is to be construed as a waiver by the Grantee/Recipient or the Subgrantee/Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

d. The Subgrantee/Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.

e. The Subgrantee/Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

17) **REPORTS.**

a. The Subgrantee/Subrecipient must provide Quarterly Reports to the Grantee/ Recipient on the Quarterly Report Form available in FloridaPA.org, a sample of which is attached hereto as Attachment "B" and incorporated herein by reference.

b. The first Quarterly Report is due at such time as the Subgrantee/Subrecipient is notified so. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subgrantee/Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.

c. Interim inspections must be scheduled by the Subgrantee/Subrecipient before the final inspection, and may be required by the Grantee/Recipient based on information supplied in the Quarterly Reports.

d. The Grantee/Recipient may require additional reports as needed, in which case the Subgrantee/Subrecipient must provide any such additional reports as soon as practicable.

e. With respect to a Request for Advance or Reimbursement, Summary of Documentation, and Quarterly Reports, the contact for the Grantee/Recipient will be the State Public Assistance Officer.

f. If the reports required under this section are not completed with all required information and timely submitted, the Grantee/Recipient must withhold payments payable to the Subgrantee/Subrecipient from any funding agreement.

g. If reimbursement has not been requested within 720 days of obligation, FEMA may de-obligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subgrantee/Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

18) MONITORING.

a. The Subgrantee/Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.

b. In addition to reviews of audits conducted in accordance with 2 C.F.R. and OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but are not limited to, on-site visits by the Grantee/Recipient or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures deemed necessary by the Grantee/Recipient or FEMA. By entering into this Agreement, the Subgrantee/Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee/ Recipient. In the event that the Grantee/Recipient determines that a limited scope audit of the Subgrantee/Subrecipient is appropriate, the Subgrantee/Subrecipient agrees to comply with any additional instructions provided by the Grantee/ Recipient regarding such audit.

c. The Subgrantee/Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.

d. The Grantee/Recipient will monitor the performance and financial management by the Subgrantee/Subrecipient throughout the contract term to ensure timely completion of all tasks.

e. The Subgrantee/Subrecipient must update its contacts in FloridaPA.org each quarter and ensure requests for updates are submitted as required by Florida Statutes.

19) MANDATED CONDITIONS.

a. The Subgrantee/Subrecipient understands and agrees that:

   i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.

   ii. The Grantee/Recipient may unilaterally terminate this Agreement for refusal by the Subgrantee/Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, that are made or received by the Subgrantee/Subrecipient or its contractors and subcontractors in connection with this Agreement.

iii. No funds or other resources received from the Grantee/Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

iv. Responsibility for compliance with this Agreement rests with the Subgrantee/Subrecipient, and further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee/Subrecipient Agreements.

v. If otherwise allowed under this Agreement, all invoices for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.

vi. The Grantee/Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, in violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act ("INA")] and the Grantee/Recipient considers the employment of unauthorized aliens by any contractor a violation of § 274A(e) of the INA. Such violation by the Subgrantee/Subrecipient is grounds for unilateral cancellation of this Agreement by the Grantee/Recipient.

vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.

viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

a. The Subgrantee/Subrecipient certifies that:

i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.

ii. The individual executing this Agreement on Subgrantee's/Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subgrantee/Subrecipient to its terms.

iii. With respect to any Subgrantee/Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
    a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
    b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

b. The Subgrantee/Subrecipient certifies that to the best of its knowledge and belief:

i. No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee/Subrecipient, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

1. Subgrantee/Subrecipient understands that 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, the Subgrantee/Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.

c. The Subgrantee/Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers

(including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subgrantees/Subrecipients must certify and disclose accordingly. The Subgrantee/Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

i. Subgrantee/Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000^{00}$ and not more than $100,000^{00}$ for each such failure.

d. Where the Subgrantee/Subrecipient is unable to certify to any of the statements in this certification, the Subgrantee/Subrecipient understands it must submit to the Grantee/Recipient (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which the Subgrantee/Subrecipient intends to fund under this Agreement. (See Attachment "C".) Such form must be received by the Grantee/ Recipient prior to the Subgrantee/Subrecipient entering into a contract with any prospective subcontractor.

21) TERM.

a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.

i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.

b. The Subgrantee/Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

a. Upon the occurrence of any one or more of the following events the Grantee/ Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Grantee/Recipient to disburse further funds under this Agreement terminate at the option of the Grantee/Recipient:

i. The determination that any representation by the Subgrantee/Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subgrantee/Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subgrantee/Subrecipient is unable or unwilling to meet its obligations under this Agreement;

ii. the Subgrantee/Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Grantee/Recipient, if Subgrantee/Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Grantee/Recipient;

iii. any reports required by this Agreement have not been submitted to the Grantee/Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or

iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress, or Office of Management and Budget.

b. Notwithstanding the preceding, the Grantee/Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.

c. Upon the occurrence of any one or more of the foregoing events, the Grantee/Recipient may at its option give notice in writing to the Subgrantee/ Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subgrantee/Subrecipient to cure, the Grantee/ Recipient may exercise any one or more of the following remedies:

i. terminate this Agreement upon not less than fifteen (15) days' notice of such termination after delivery by certified letter to the Subgrantee/ Subrecipient at the address specified in Attachment "D" of this Agreement;

ii. commence an action in law or in equity for the judicial enforcement of this Agreement;

iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subgrantee/Subrecipient pursuant this Agreement; and

iv. take any other actions that may otherwise be available in law or in equity.

d. Upon the rescission, suspension or termination of this Agreement, the Subgrantee/ Subrecipient must refund to the Grantee/Recipient all funds disbursed to the Subgrantee/Subrecipient under this Agreement.

e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Grantee/Recipient does not relieve the Subgrantee/Subrecipient of liability to the Grantee/Recipient for the restitution of funds advanced to Subgrantee/Subrecipient under this Agreement, and the Grantee/ Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subgrantee/Subrecipient under this Agreement until such time as the exact amount of restitution due the Grantee/Recipient from the Subgrantee/Subrecipient is determined. In the event that FEMA should de-obligate funds formerly allowed under this Agreement, the Subgrantee/Subrecipient must immediately repay such funds to the Grantee/Recipient. Any de-obligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.

f. If the Subgrantee/Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee/Recipient must withhold any disbursement otherwise due the Subgrantee/Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the

violation is not cured, the Grantee/Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

i. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee/Subrecipient in this Agreement, in any subsequent submission or response to the Grantee/Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Grantee/Recipient and with fifteen (15) days written notice to the Subgrantee/Subrecipient, cause the termination of this Agreement and the release of the Grantee/Recipient from all its obligations to the Subgrantee/ Subrecipient.

23) ATTACHMENTS.

a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.

c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Grantee/Recipient as necessary or posted on the Grantee's/ Recipient's website at www.FloridaPA.org.

24) HEADINGS.

a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

a. This contract is governed by, and must be construed in accordance with, the laws of the State of Florida, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Florida.

b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Grantee/Recipient or the Subgrantee/Subrecipient, relating to or arising out of this contract must be brought in Leon County, Florida and venue will lie therein.

26) ATTORNEY FEES.

a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.

a. Should the Subgrantee/Subrecipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Subgrantee/Subrecipient prior to the payment of such funds by the State as the Grantee/Recipient.

b. Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

28) DESIGNATION OF AGENT.

a. The Subgrantee/Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subgrantee/ Subrecipient.

b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

c. In the event the Subgrantee/Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subgrantee's/ Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

29) NOTICE AND CONTACT.

a. All notices required to be made to the Grantee/Recipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Grantee/Recipient at the following addresses:

Evan Rosenberg, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com.

b. All notices required to be made to the Subgrantee/Subrecipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Subgrantee/Subrecipient at the address indicated in Attachment "D" which the Subgrantee/Subrecipient must complete and submit with this Agreement.

30) FEDERALLY FUNDED SUBAWARD

a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Subaward and Grant Agreement.

b. The parties agree that the Federally Funded Subaward and Grant Agreement formed as described above should comply with the requirements of Section 215.971, Florida Statutes.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
HURRICANE MATTHEW DECLARATION
(FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

IN WITNESS WHEREOF, the Grantee/Recipient and the Subgrantee/Subrecipient have executed this Agreement:

FOR THE GRANTEE/RECIPIENT:
DIVISION OF EMERGENCY MANAGEMENT

_____
Governor's Authorized Representative Date

FOR THE SUBGRANTEE/SUBRECIPIENT:

LINDA HUDSON/MAYOR
Printed Name and Title



_____
Signature Date

DUNS Number: 12-2714744.

Federal Employer Identification Number (FEIN): 59-600322.

or

State Agency FLAIR Number: _____.

CFDA Number: 97.036.
Federal Fund Number 20 2 750001.
State Fund Number 20 2 339047.

Attachments:
A) Statement of Assurances
B) Example of Public Assistance Quarterly Report
C) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
D) Designation of Authority with Instructions
E) DHS OIG Audit Issues & Acknowledgement
F) Justification for Advance Payment

Statement of Assurances

1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Subgrantee/Subrecipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and

   ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. return the property to its natural state as though no improvements had been contained thereon;

   iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. provide supervision over contractors or employees employed by the Subgrantee/ Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. leave the demolished site clean, level, and free of debris;

   vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. obtain all required permits;

   ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

   xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and

   xii. provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Subgrantee/Subrecipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/ Subrecipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

    i. The Clean Air Act of 1955, as amended;

    ii. The Clean Water Act of 1977, as amended;

    iii. The Endangered Species Act of 1973;

    iv. The Intergovernmental Personnel Act of 1970;

v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

vii. The Fish and Wildlife Coordination Act of 1958;

viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/ termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

ii. EO 11514 (NEPA).

iii. EO 11738 (violating facilities).

iv. EO 11988 (Floodplain Management).

v. EO 11990 (Wetlands).

vi. EO 12898 (Environmental Justice).

5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:



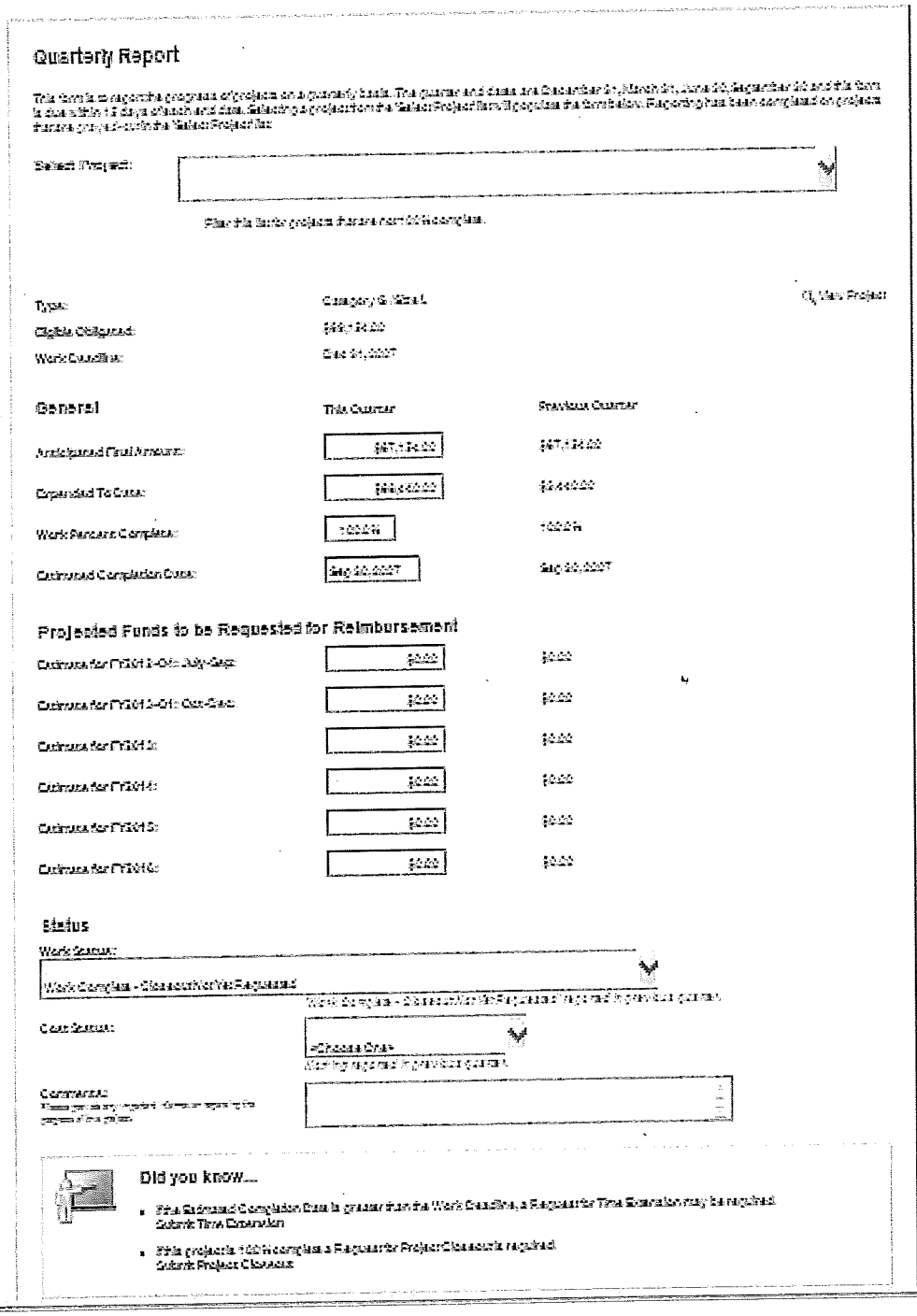
Signature

LINDA HUDSON/MAYOR

Printed Name and Title

Date

Public Assistance Quarterly Report
Available for Each Subgrantee/Subrecipient on www.FloridaPA.org



Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarter end dates are December 31, March 31, June 30, September 30 and this form is due within 15 days of each end date. Select a project from the "Select Project" box to open the form below. Reporting has been completed on projects that are no longer on the "Select Project" list.

Select Project:

Filter the Select project drop down list to incomplete.

Type:
Eligible Obligated:
Work Deadline:

Map Project

General	This Quarter	Previous Quarter
Anticipated Final Amount:		
Expended To Date:		
Work Percent Complete:		
Estimated Completion Date:		

Projected Funds to be Requested for Reimbursement

Estimate for FY2011-01: July-Sept:	$0.00	$0.00
Estimate for FY2012-01: Oct-Dec:	$0.00	$0.00
Estimate for FY2012:	$0.00	$0.00
Estimate for FY2013:	$0.00	$0.00
Estimate for FY2014:	$0.00	$0.00
Estimate for FY2015:	$0.00	$0.00

Status

Work Status:

Work Complete - Closeout/Not Yet Requested

Work Complete - Closeout/Not Yet Requested (reported in previous quarter)

Cost Status:

<Choose One>

Warning reported in previous quarter)

Comments:

Please provide any required comments regarding the progress of this project.

Did you know....

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required. Submit Time Extension
- If the projects 100% complete a Request for Project Closeout is required. Submit Project Closeout

Attachment "B"

DHS OIG Audit Issues & Acknowledgement

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Subgrantees/Subrecipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

FOR CITY OF FORT PIERCE
Subgrantee/Subrecipient

BY _____
Signature

SIGN HERE

_____
Date

LINDA HUDSON/MAYOR
Printed Name and Title

Attachment "E"

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name: LINDA HUDSON	Agent's Name: NICHOLAS MIMMS
Signature: SIGN HERE	Signature:
Organization / Official Position: CITY OF FORT PIERCE/MAYOR	Organization / Official Position: CITY OF FORT PIERCE/CITY MANAGER
Mailing Address: 100 N US HWY 1	Mailing Address: 100 N US HWY 1
City, State, Zip: FORT PIERCE, FL 34950	City, State, Zip: FORT PIERCE, FL 34950
Daytime Telephone: 772-467-3065	Daytime Telephone: 772-467-3793
E-mail Address: lhudson@city-ftpierce.com	E-mail Address: nmimms@city-ftpierce.com
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name: SHERITTA JOHNSON	Official's Name: JOHNNA S. MORRIS
Signature:	Signature:
Organization / Official Position: SHERITTA JOHNSON	Organization / Official Position: CITY OF FORT PIERCE/FINANCE DIRECTOR
Mailing Address: 100 N US HWY 1	Mailing Address: 100 N US HWY 1
City, State, Zip: FORT PIERCE, FL 34950	City, State, Zip: FORT PIERCE, FL 34950
Daytime Telephone: 772-467-3766	Daytime Telephone: 772-467-3073
E-mail Address: sjohnson@city-ftpierce.com	E-mail Address: jmorris@city-ftpierce.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historical** (Full Access)
Agent's Name: SHERITTA JOHNSON	Agent's Name:
Signature:	Signature:
Organization / Official Position: CITY OF FORT PIERCE/RISK MANAGER	Organization / Official Position:
Mailing Address: 100 N US HWY 1	Mailing Address:
City, State, Zip: FORT PIERCE, FL 34950	City, State, Zip:
Daytime Telephone: 772-467-3766	Daytime Telephone:
E-mail Address: sjohnson@city-ftpierce.com	E-mail Address:

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

SIGN HERE

Sub-Grantee Authorized Agent Signature _____

Date _____

Attachment "D"

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	**Date:**
Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: **Month:** OCTOBER **Day:** 1	
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000322	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known) 111- 24300- 00	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 10-04-16 DISCARD PREVIOUS VERSIONS

City Commission Regular Meeting **11.a.1.**

Meeting Date: 03/20/2017

Re: Preliminary Plat - Portofino Landings - 4712 Okeechobee Road

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SUBJECT:

Review and approval of an application for a Preliminary Plat of the Portofino Landings Subdivision submitted by Applicant/Owner; Landings Ft. Pierce LLC, to subdivide the Portofino Landings development into four (4) tracts at 18.85 acres. The subject properties are located at 4217 Okeechobee Road, Fort Pierce, FL. The properties are zoned C-3, General Commercial (Parcel IDs 2419-122-0001-000-4, 2419-122-0002-000-1, 2419-123-0003-000-1).

SUMMARY:

The applicant is requesting the review and approval of a Preliminary Plat to subdivide Portofino Landings into four parcels, located at 4712 Okeechobee Road. The site is presently utilized by Portofino Landings Apartments. The plat will consist of tracts A, B, C, & D. Tract C is created to provide a common area for its existing use as a multifamily development.

RECOMMENDATION:

Approval

ALTERNATIVES:

- Approval
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report

Application

Aerial & Zoning Maps

Warranty Deed
Property Record Cards
Capacity Analysis
Preliminary Plat
TRC Comments
Applicant Responses to TRC Comments

Form Review

Inbox	Reviewed By	Date
City Manager		
Form Started By: Vennis Gilmore		Started On: 03/09/2017 05:39 PM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Subdivision Review – Preliminary Plat**
Portofino Landings – 4712 Okeechobee Road
McNeil Road Extension, North of Okeechobee Road

DATE: March 8, 2017

STAFF REPORT

Owner/Applicant: Landings Ft. Pierce, LLC
4651 Sheridan Street Ste. 480
Hollywood, Florida 33021

Representative: Jorge Cepero, Dir. of Entitlement
Prime Group
4651 Sheridan Street Ste. 480
Hollywood, Florida 33021

Requested Action: Approval of a Preliminary Plat

Location: Located on McNeil Road Extension, north of Okeechobee Road
- 4712 Okeechobee Road

Current Zoning: C-3, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3, R-4

Future Land Use: GC, General Commercial

Parcel Size: 18.85 acres

Current Parcel ID(s): 2419-122-0001-000-4, 2419-122-0002-000-1, 2419-123-0003-000-1

Request:

The applicant is requesting the review and approval of a Preliminary Plat to subdivide Portofino Landings into four parcels, located at 4712 Okeechobee Road. The site is presently utilized by Portofino Landings Apartments. The plat will consist of tracts A, B, C, & D. Tract C is created to provide a common area for its existing use as a multifamily development.

The subject properties are zoned C-3 General Commercial. The surrounding properties are zoned C-3, General Commercial, except for the parcel to the northwest which is zoned R-4, Medium Density Residential. The surrounding properties are occupied by Walmart, which is located to the southwest of the development, and the Tractor Supply Company, Pineapple Storage and Dollar General, which are located to the south of the development. Sable Chase Apartments is located to the north of the development.

The subject properties have a future land use of General Commercial, which allows for a broad variety of business activities including shopper's goods stores, convenience goods and services establishments, offices, and tourist/entertainment facilities. These activities are generally located where they can be reached from a large area along major routes. High density residential uses can sometimes be effectively accommodated in these areas. The proposed project is consistent with the Comprehensive Plan.

History:

The Site Plan and Conditional Use for Portofino Landings were approved by the City Commission on September 6, 2005. The development has been partially completed since site plan and conditional use final approval. The subject parcels were originally intended to include residential condominiums, the site plan was amended in 2008 to apartments at the time of development; based on the real estate market. The site currently consists of 132 multifamily units within Tract "A" and now the applicant plans to build the remaining proposed 104 units. The applicant is seeking to complete build-out at 236 multifamily units.

Tract "A" will consist of 236 multifamily units after completion of the final phase of development. In addition, the plat specifies Tract "B" as a common area for the subdivision; which currently includes a clubhouse with accompanying amenities including a swimming pool for residents within the development. Tract "C" will provide access to the development from both Okeechobee Road and the McNeil Road Extension. It should also be noted, that Tract "D" to the northeast, incorporates a retention pond for drainage of the development's water runoff between Canal No. 37 and Canal No. 29.

The subdivision comprises a total of 18.85 acres and will be subdivided into a total of 4 separate tracts. Each tract will meet the minimum lot width, depth, and area requirements specified by the City Code. Staff has reviewed the application in accordance with Section 18-10(a) Preliminary Plat Specifications of the City Code.

TRC Recommendation:

All affected Departments have reviewed the proposed Preliminary Plat with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the Planning Board. The applicant

was asked for a resubmittal of recommended improvements by the City of Fort Pierce Engineering Department. Minor revisions were agreed upon by the applicant after receiving the technical review commentary. Staff acknowledges that the applicant has outstanding infrastructure improvements that must either be completed or bonded prior to Final Plat.

Planning Board Recommendation:

The Planning Board, at their February 14th, 2017 meeting, voted in favor unanimously to recommend approval of a preliminary plat with a condition that the Engineering Department's comments are satisfied prior to being scheduled for City Commission.

Staff Recommendation:

The applicant has fulfilled the requested condition prior to City Commission. As the Preliminary Plat meets the requirements of the City Code, Staff recommends the City Commission **approve** the request of a Preliminary Plat.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location: 4712 Okeechobee Rd., Ft. Pierce, FL

Parcel ID #(s): 2419-122-0001-0004, 2419-122-0002-0001, 2419-123-0003-0001

Project description: Multifamily development.

Landings Ft. Pierce, LLC	Jorge Cepero, Dir. of Entitlements, Prime Group
Property Owner(s)	**Applicant/Representative, Title, Company**
4651 Sheridan St. Ste. 480	4651 Sheridan St. Ste. 480
Street Address	Street Address
Hollywood, FL 33021	Hollywood, FL 33021
City State Zip	City State Zip
954-624-4723	954-624-4723
Phone Number	Phone Number
jorgec@primegroupus.com	jorgec@primegroupus.com
Email Address	Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Landings Fort Pierce, LLC, By: Creative Homes USA, LLC, Its Manager

Property Owner(s) Signature(s) Salomon Sutton, Manager

STATE OF FLORIDA -- COUNTY Broward

The foregoing instrument was acknowledged before me this 17 day of November, 20 16, by Salomon Sutton who is personally known to me or has produced _____ as identification.

PATTI J. CHLAVNY
MY COMMISSION # FF 059561
EXPIRES: January 30, 2018
Bonded Thru Notary Public Underwriters

Signature of Notary (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☒ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☒ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☒ A copy of the deed
- ☒ Concurrency application, complete
- ☒ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

☐ SUBDIVISION: FINAL PLAT

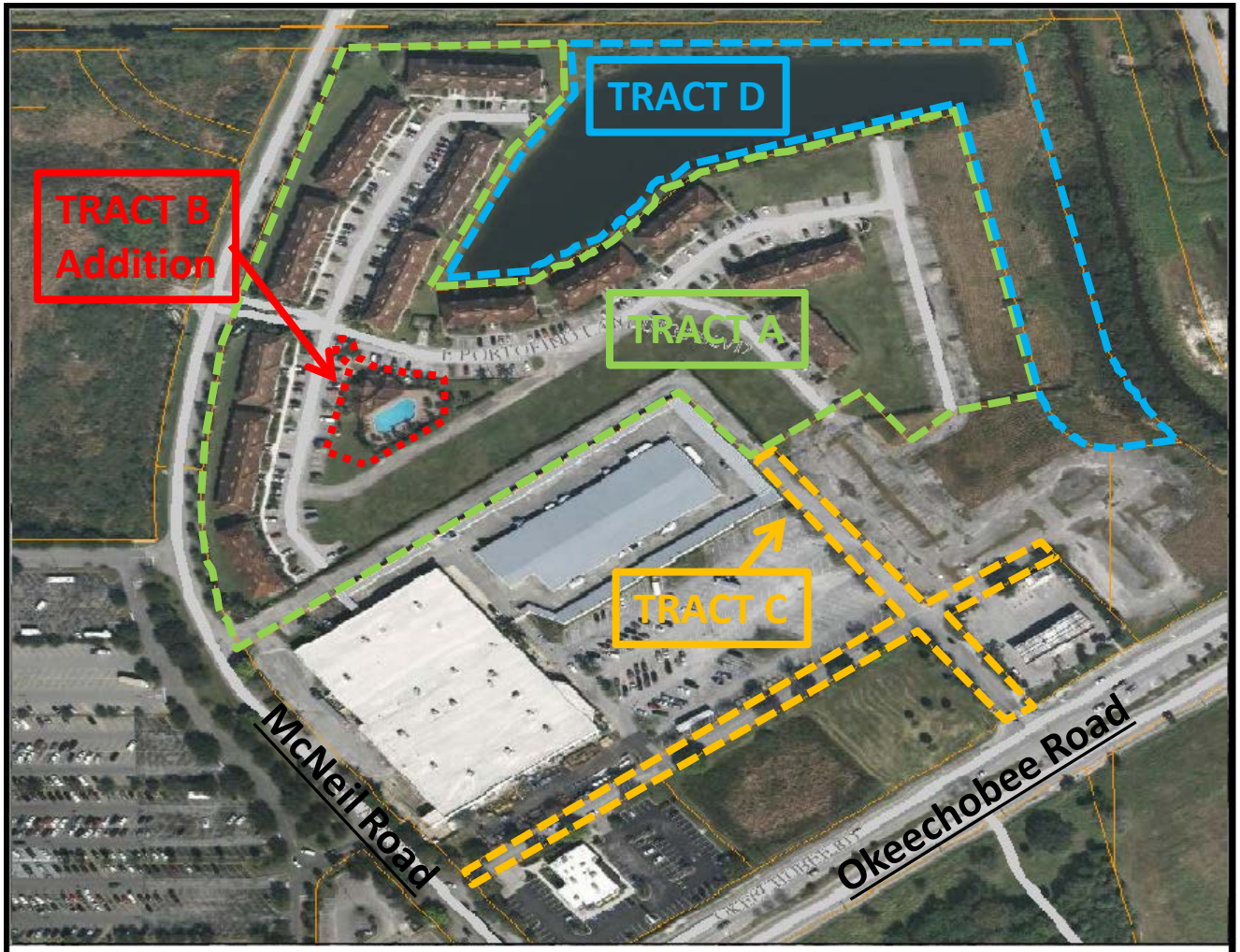
Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c).
- ☐ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

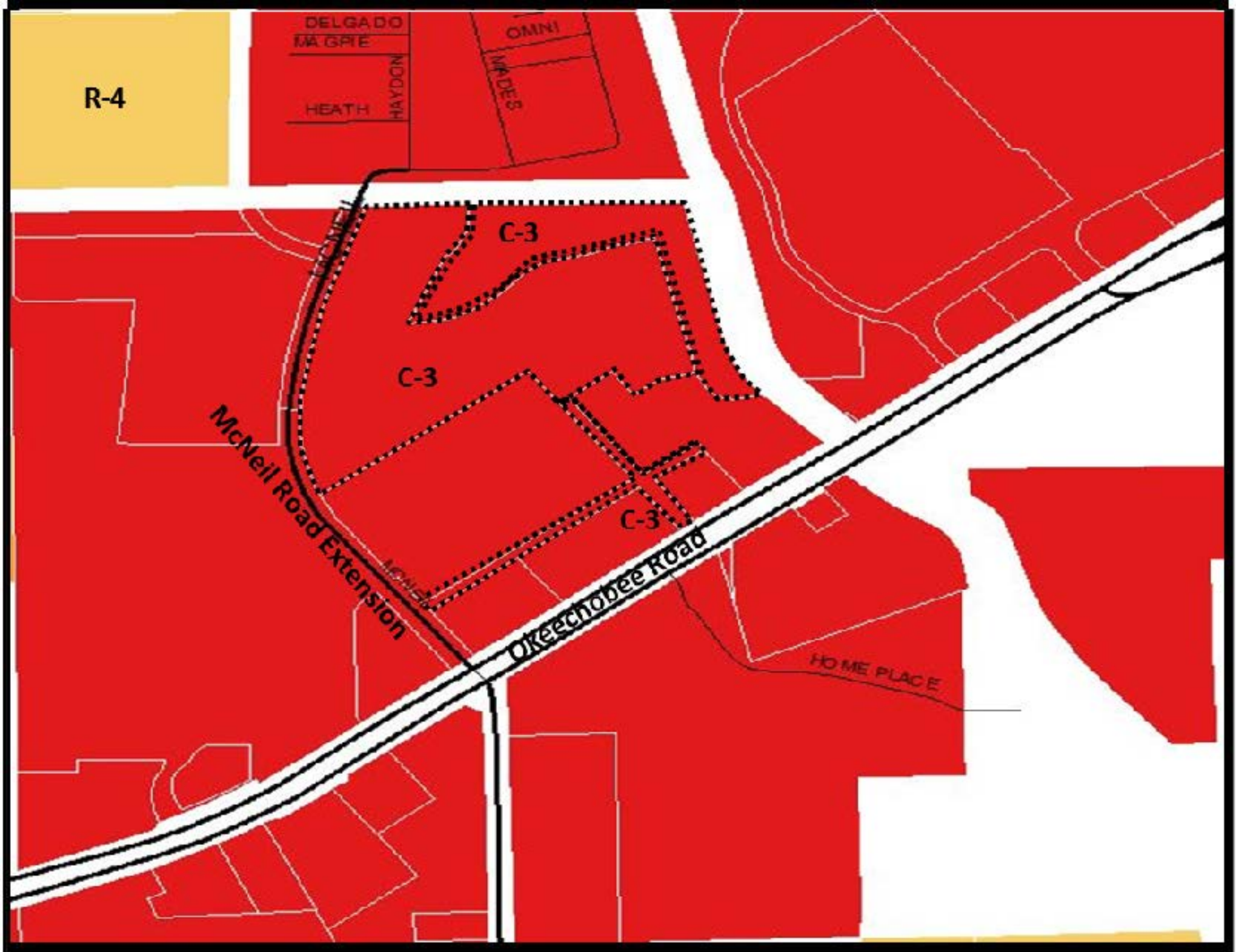
Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application



4712 Okeechobee Road

THE SUNRISE CITY
FORT PIERCE
Florida



4712 Okeechobee Road

ZONING

C-3, General Commercial

R-4, Medium Residential

THE SUNRISE CITY FORT PIERCE Florida

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2795668 OR BOOK 2483 PAGE 1661, Recorded 02/09/2006 at 03:14 PM
Doc Tax: $35700.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Steven B. Greenfield PA
Steven B. Greenfield, PA
7000 W. Palmetto Park Road, Suite 402
Boca Raton, FL 33433

Property Appraisers Parcel Identification (Folio) Numbers: **2419-122-0002-000/1**

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS SPECIAL WARRANTY DEED, made the 30 day of **January, 2006** by **2890, Inc, a Florida corporation**, whose post office address is **3300 N. 29 Avenue, Hollywood, FL 33020**, herein called the Grantor, to **Prime Homes at Portofino Landings, Ltd., a Florida limited partnership,** whose post office address is **21218 St. Andrews Blvd, Suite 510, Boca Raton, Florida 33433**, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ST. LUCIE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and to taxes for the year 2006 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but not otherwise, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006, and matters shown of record.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

CARA J. LAUDANNO
Witness #2 Printed Name

2890, Inc.,
a Florida corporation

Bennett David, President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of January, 2006 by Bennett David, President of 2890, Inc, a Florida corporation on behalf of the corporation. He is personally known to me or has produced Drivers License as identification.

SEAL

Cara J. Laudanno
Commission # DD359679
Expires: OCT. 03, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Signature

CARA J. LAUDANNO
Printed Notary Signature

My Commission Expires:

File No.: **050075**

EXHIBIT "A"

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45"E along the East line of Section 18, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet to the POINT OF BEGINNING of the following described parcel:

Thence S55°45'47"W a distance of 210.34 feet; thence S52°29'33"W a distance of 71.28 feet; thence N37°30'27"W a distance of 73.78 feet; thence N37°30'05"W a distance of 114.06 feet; thence S52°29'55"W a distance of 175.00 feet; thence S37°30'05"E a distance of 188.00 feet; thence S52°29'55"W a distance of 50.00 feet; thence N37°30'05"W a distance of 188.00 feet; thence S52°29'55"W a distance of 710.00 feet; thence S37°30'05"W a distance of 29.99 feet; thence N52°29'51"E a distance of 719.99 feet; thence N37°30'09"W a distance of 480.50 feet; thence S52°29'51"W a distance of 715.50 feet to the intersection with a non tangent curve concave to the east, having a radius of 595.00 feet, the chord of which bears N09°53'33"W; thence northerly along the arc of said curve, a distance of 310.31 feet through a central angle of 29°52'53"; thence N84°57'07"W a distance of 60.00 feet to the intersection with a non tangent curve concave to the east, having a radius of 655.00 feet, the chord of which bears S00°51'40"E; thence southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; thence S89°21'58"W a distance of 391.21 feet; thence N82°29'17"W a distance of 53.44 feet; thence N05°25'09"E a distance of 509.05 feet; thence S89°01'36"W a distance of 313.99 feet; thence N45°38'03"W a distance of 28.13 feet; thence N00°38'03"W a distance of 295.00 feet; thence N89°01'36"E a distance of 1,288.03 feet; thence N89°04'21"E a distance of 552.73 feet; thence S24°04'49"E a distance of 10.28 feet; thence S13°01'22"E a distance of 469.48 feet to the beginning of a curve concave to the northeast having a radius of 443.72 feet; thence southeasterly along the arc of said curve a distance of 270.83 feet through a central angle of 34°58'16"; thence S47°59'38"E a distance of 11.05 feet; thence S44°53'31"E a distance of 203.42 feet to the POINT OF BEGINNING.

Containing 34.763 acres, more or less.

Subject to an road easement known as Parcel G, as described in O.R.Book 874, Page 801, public records of St. Lucie County, Florida, and being described as follows:

Commence at the Northeast corner of said Section 19, thence N01°28'11"E along the East line of Section 18, Township 35 South, Range 40 East, a distance of 358.41 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°39'19"W a distance of 3,318.32 feet to the POINT OF BEGINNING.

Thence continuing along said Northerly right-of-way line S52°39'19"W a distance of 80.00 feet to a point; thence N37°20'41"W a distance of 350.00 feet to a point; thence N52°39'19"E a distance of 10.00 feet; thence N37°20'41"W a distance of 230.00 feet to a point of curvature, said curve being concave to the Southeast, having a radius of 655.00 feet, through a central angle of 42°32'58"; thence in a clockwise direction along the arc of said curve a distance of 486.42 feet to a point of compound curve said curve being concave to the Southeast, having a radius of 2103.43 feet, through a central angle of 14°32'43"; thence in a clockwise direction along the arc of said curve a distance of 533.98 feet to the point of tangency; thence N19°45'00"E a distance of 188.69 feet to a point on the South right-of-way line of Canal No. 37; thence N39°11'35"E, along said Southerly right-of-way line, a distance of 64.08 feet to a point; thence S19°45'00"W a distance of 211.19 feet to a point of curvature, said curve being concave to the Southeast having a radius of 2043.43, through a central angle of 14°32'43"; thence in a counter-clockwise direction along the arc of said curve a distance of 518.75 feet to a point of compound curve said curve being concave to the Southeast, having a radius of 595.00 feet, through a central angle of 42°32'58"; thence in a clockwise direction along the arc of said curve a distance of 441.86 feet to a point of tangency; thence S37°20'41"E a distance of 230.00 feet to a point; thence N52°39'19"E a distance of 10.00 feet to a point; thence S37°20'41"E a distance of 350.00 feet to the POINT OF BEGINNING.

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.
EDWIN M. FRY, JR., CLERK
By: _____
Deputy Clerk
Date: 2/9/06

CIRCUIT & COUNTY COURTS CLERK IN GOD WE TRUST ST. LUCIE COUNTY FLORIDA

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 4712 OKEECHOBEE RD
Sec/Town/Range: 19/35S/40E
Map ID: 24/19N
Zoning: C3

Parcel ID: 2419-122-0001-000-4
Account #: 27319
Use Type: 0300
Jurisdiction: Fort Pierce

Ownership

Landings Fort Pierce LLC
1835 E Hallandale Beach Bv #420
Hallandale, FL 33009



Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO NLY RD R/W LI OKEECHOBEE RD,TH S 52 29 55 W 2,102.04 FT,TH N 44 53 31 W 203.42 FT,TH N 47 59 38 W 11.05 FT,TH N 63 19 13 W 236.48 FT TO POB,TH S 76 15 19 W 109.98 FT,TH S 52 26 19 W 84.86 FT,TH N 37 24 29 W 101.01 FT,TH S 52 35 31 W 149.75 FT,TH S 52 29 51 W 30.02 FT,TH N 37 30 09 W 139.37 FT,TH S 52 29 51 W 715.50 FT TO CURV E CONC TO R,R OF 595 FT,TH NLY ALG ARC 310.31 FT TO CURVE CONC TO R, R OF 2043.43 FT, TH ALG ARC 518.75 FT, TH N 19 35 36 E 212.57 FT,TH N 89 01 36 E 278.31 FT,TH S 00 58 24 E 81.97 FT,TH S 26 16 41 W 63.98 FT TO CURVE CONC TO R,R OF 108.28,TH SWLY ALG ARC 43 FT TO REV CURVE R OF 59.75 FT,TH SWLY ALG ARC 19.37 FT, TH S 24 19 02 W 245.61 FT,TH N 82 52 14 E 114.50 FT TO CURVE CONC TO L, R OF 139.18 FT,TH NELY ALG ARC 57.62 FT,TH N 53 52 59 E 73.93 FT,TH N 53 33 06 E 28.65 FT,TH N 44 16 15 E 104.33 FT TO CURVE CONC TO R, R OF 197.62 FT,TH NELY ALG ARC 74.28 FT,TH N 77 47 26 E 130.26 FT, TH N 66 13 28 E 57.92 FT,TH N 76 56 16 E 58.29 FT,TH N 73 35 41 E 64.27 FT,TH S 13 52 55 E 453.96 FT,TH S 07 30 29 W 12.29 FT,TH S 05 25 41 E 8.98 FT TO CURVE CONC TO L, R OF 85 FT, TH SLY ALG ARC 5.63 FT TO POB (13.01 AC) (3242-1936)

Total Areas

Finished/Under Air (SF):	148,529
Gross Area (SF):	157,681
Land Size (acres):	13.01
Land Size (SF):	566,716

Current Values

Just/Market Value:	$8,797,000
Assessed Value:	$5,616,094
Exemptions:	$0
Taxable Value:	$5,616,094

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 15, 2010	3242 / 1936	0001	WD	Prime Homes At Portofino Land,	$4,969,000
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD,	$0
Jan 30, 2006	2483 / 1661	XX02	SP	2890 Inc,	$5,100,000
Jun 26, 2002	1566 / 1437	XX03	SP	Wal-Mart Stores East Inc,	$310,000
Apr 24, 1997	1073 / 1575	XX01	WD	ABCA INC *AMER VENTURE CPTL*	$100
Dec 20, 1991	0769 / 2132	XX01	WD	James W Wilson	$100
Jun 1, 1984	0436 / 0946	XX01	CV		$1,000,000
Jun 1, 1984	0436 / 0944	XX01	CV		$1,000,000
Jun 1, 1984	0436 / 0942	XX01	CV		$2,000,000

Building Information (1 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

Exterior Data

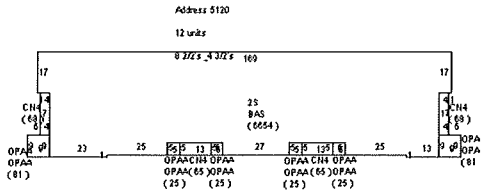
View:
Roof Cover: Conc Tile
Roof Structure: Hip
Building Type: ABLU
Year Built: 2007
Frame:

Story Height: 2 Story | No. Units: 132 | Secondary Wall:

Interior Data

Bedrooms: 0 | Electric: MAXIMUM | Primary Int Wall:
Full Baths: 0 | Heat Type: FrcdHotAir | Avg Hgt/Floor: 0
Half Baths: 0 | Heat Fuel: ELEC | Primary Floors: Carpet
A/C %: 100% | Heated %: 100% | Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (2 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

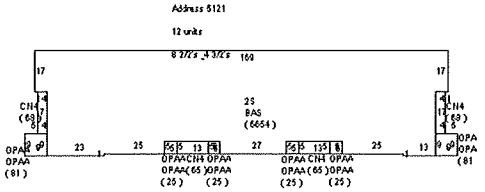
Exterior Data

View: | Roof Cover: Conc Tile | Roof Structure: Hip
Building Type: APLU | Year Built: 2007 | Frame:
Grade: Y_B | Effective Year: 2007 | Primary Wall: CB Stucco
Story Height: 2 Story | No. Units: 0 | Secondary Wall:

Interior Data

Bedrooms: 0 | Electric: MAXIMUM | Primary Int Wall:
Full Baths: 0 | Heat Type: FrcdHotAir | Avg Hgt/Floor: 0
Half Baths: 0 | Heat Fuel: ELEC | Primary Floors: Carpet
A/C %: 100% | Heated %: 100% | Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (3 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

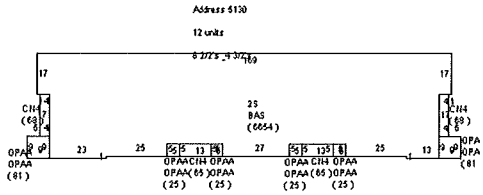
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2007	Frame:
Grade: Y_B	Effective Year: 2007	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (4 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

Exterior Data

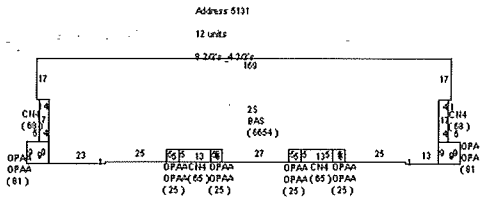
View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2007	Frame:
Grade: Y_B	Effective Year: 2007	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (5 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

Exterior Data

View:
Building Type: APLU
Grade: Y_B
Story Height: 2 Story

Roof Cover: Conc Tile
Year Built: 2007
Effective Year: 2007
No. Units: 0

Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

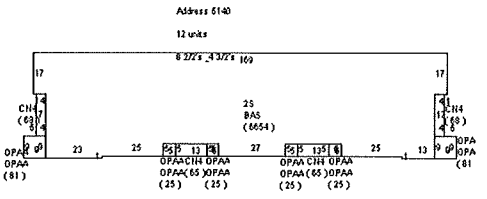
Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

	FLOORS)			
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (6 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

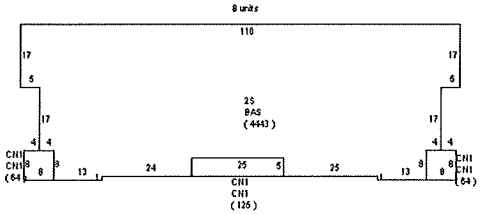
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (7 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

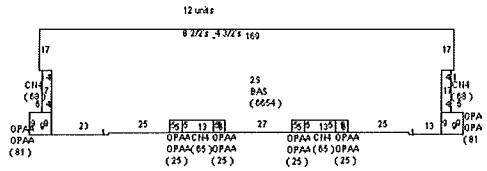
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (8 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

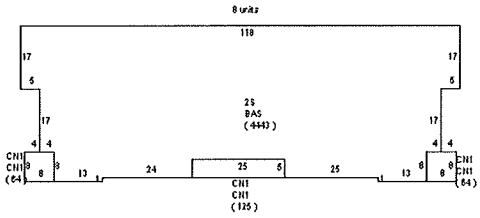
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

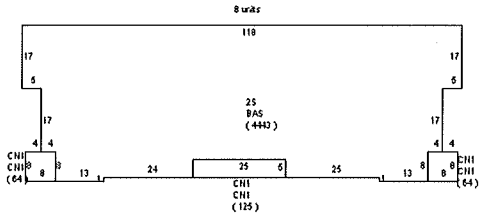
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (10 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

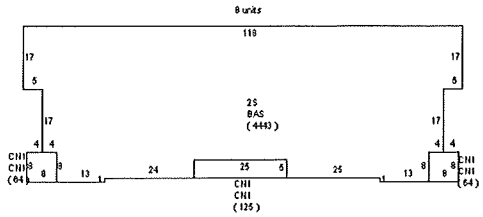
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (11 of 14)

Finished Area: 8,886 SF

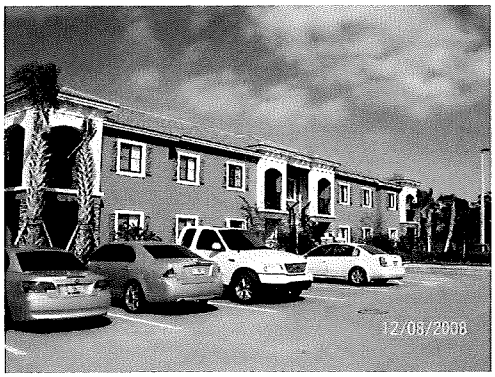
Gross Total Area: 9,392 SF

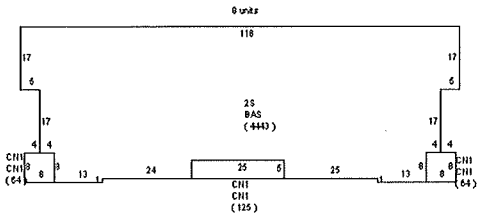
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Gross Total Area: 14,098 SF

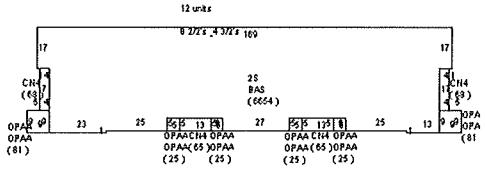
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (13 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

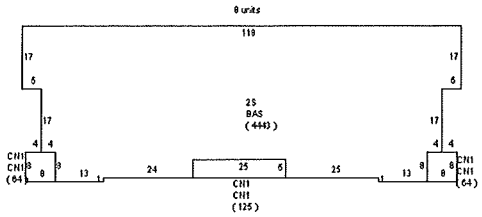
Exterior Data

View:	Roof Cover: Conc Tile	Roof Structure: Hip
Building Type: APLU	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 2 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (14 of 14)

Finished Area: 2,057 SF

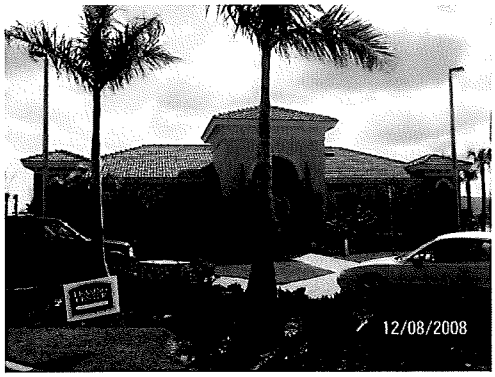
Gross Total Area: 2,643 SF

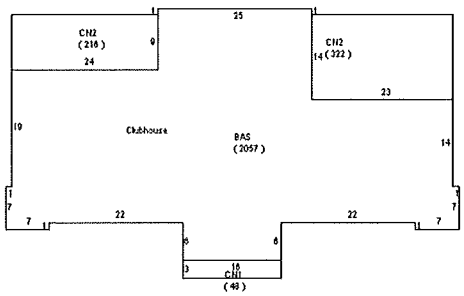
Exterior Data

View:	Roof Cover: Conc Shingle	Roof Structure: Hip
Building Type: CLHS	Year Built: 2008	Frame:
Grade: Y_B	Effective Year: 2008	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Tile-Ceramic
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	2057	2057	234
CN1	CANOPY	48	0	38
CN2	CANOPY	538	0	140

Type	Qty	Units	Year Blt
CBSWall6"Blk	1	87	2007
SINGLE LIGHT	1	19	2007
CONCRET HIGH	1	1990	2007
DOUBLE LIGHT	1	1	2007
CEMENT CURB	1	1230	2007
ASP1 HIGH	1	90984	2007
COM POOL AVG	1	1860	2008
Alumn Fen 4'	1	240	2008
POOL DK-GOOD	1	3740	2008
CHAINLINK 5'	1	1100	2012

Current Year Values

Current Values Breakdown

Building:	$7,011,800
Land:	$1,785,200
Just/Market:	$8,797,000
Ag Credit:	$0
Save Our Homes or 10% Cap:	$3,180,906
Assessed:	$5,616,094
Exemption(s):	$0
Taxable:	$5,616,094

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	13.01001	North St. Lucie Water Management District	$162.63
2013	0041	79.2	Fort Pierce Stormwater Charge	$4,276.80
2016	4060	1058589.46	Portofino Landings CDD	$1,058,589.46

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$8,797,000	$5,616,094	$0	$5,616,094
2015	$8,442,500	$5,105,540	$0	$5,105,540
2014	$4,641,400	$4,641,400	$0	$4,641,400

Permits

Number	Issue Date	Description	Amount	Fee
F900000639	Jul 20, 1990	Commercial New Construction	$250,000	$250,000
F90000639A	Dec 3, 1990	Heat and Air Conditioning	$5,000	$5,000
TT200516	Dec 7, 2005	Unknown	$0	$0
IRR20062	Feb 16, 2006	Yard Sprinkler System	$2,000	$100
TT20064	Feb 27, 2006	Unknown	$5,000	$350
TENT20067	Mar 10, 2006	Unknown	$0	$75
TENT20068	Mar 10, 2006	Unknown	$0	$75
FE2006100	Jun 26, 2006	Fence	$5,000	$100
SW20062	Aug 9, 2006	Unknown	$0	$150
CM200619	Sep 28, 2006	Commercial New Construction	$213,361	$4,076
0700000202	Jun 29, 2007	Yard Sprinkler System	$173,700	$1,737
0700027227	Jun 13, 2007	Pool	$100,000	$1,150
FE2006257	Jan 2, 2007	Fence	$21,000	$0
0800000236	Apr 2, 2008	Commercial New Construction	$1,067,017	$77,644
0800000237	Apr 2, 2008	Commercial New Construction	$745,565	$52,485
0800000238	Apr 2, 2008	Commercial New Construction	$746,565	$52,485
0800000724	Jun 27, 2008	Fence	$1,876	$0
CC200566	Sep 27, 2006	New Residential Multi Family	$745,565	$50,644
CC200618	Nov 21, 2006	New Residential	$1,067,018	$75,407

CC200621	Jan 8, 2007	Multi Family New Residential	$1,067,018	$75,407
CC200622	Feb 15, 2007	Multi Family New Residential	$745,565	$50,644
CC200623	Feb 20, 2007	Multi Family New Residential	$745,565	$50,644
MPCC200567	Jan 1, 2007	Multi Family New Residential	$0	$0
MPCC200625	Jan 1, 2008	Multi Family New Residential	$0	$0
MPCC200626	Jan 1, 2008	Multi Family New Residential	$0	$0
BP12-0183	Sep 14, 2012	Multi Family Chainlink Fence	$4,400	$165
BP15-2306	Aug 31, 2015	Air Conditioning Only	$3,139	$155
BP15-2398	Aug 31, 2015	Air Conditioning Only	$3,196	$155
BP16-2204	Aug 5, 2016	Air Conditioning Only	$3,355	$0
BP16-1142	Apr 19, 2016	Air Conditioning Only	$3,196	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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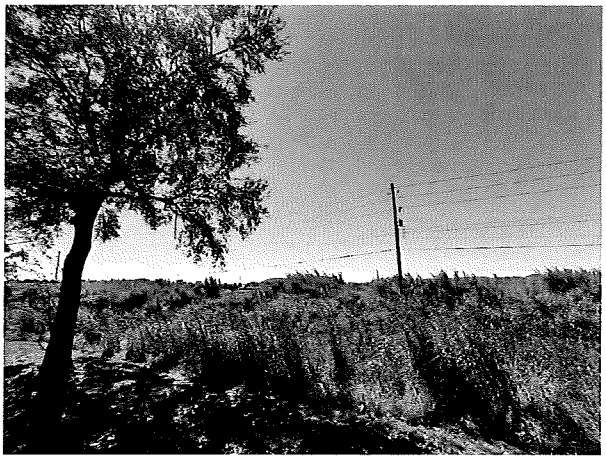
Property Identification

Site Address: OKEECHOBEE RD
Sec/Town/Range: 19/35S/40E
Map ID: 24/19N
Zoning: C3

Parcel ID: 2419-122-0002-000-1
Account #: 174100
Use Type: 9600
Jurisdiction: Fort Pierce

Ownership

Portofino Landings CDD
%GMS-SF LLC
5385 N Nob Hill Rd
Sunrise, FL 33351



Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO WLY R/W LI OF CANAL #29,TH N 44 53 31 W ALG R/W LI 203.42 FT,TH N 47 59 38 W 11.05 FT TO CURVE CONC NE,R OF 443.72 FT,TH NWLY ALG ARC 35.44 FT TO POB;TH CONT NWLY ALG ARC 235.38 FT,TH N 13 01 22 W 469.48 FT,TH N 24 04 49 W 10.28 FT TO SLY R/W LI OF #37,TH S 89 04 21 W ALG SLY R/W LI 552.73 FT,TH S 89 01 36 W 36.76 FT,TH S 00 58 24 E 81.97 FT,TH S 26 16 41 W 63.98 FT TO CURVE CONC NW,R OF 108.28 FT,TH SWLY ALG ARC 43 FT TO CURVE CONC SE,R OF 59.75 FT,TH SWLY ALG ARC 19.37 FT,TH S 24 19 02 W 245.61 FT,TH N 82 52 14 E 114.50 FT TO CURVE CONC NW,R OF 139.18 FT,TH NELY ALG ARC 57.62 FT,TH N 53 52 59 E 73.93 FT,TH N 53 33 06 E 28.65 FT,TH N 44 16 15 E 104.33 FT TO CURVE CONC SE,R OF 197.62 FT,TH NELY ALG ARC 74.28 FT,TH N 77 47 26 E 130.26 FT,TH N 66 13 28 E 57.92 FT,TH N 76 56 16 E 58.29 FT,TH N 73 35 41 E 64.27 FT,TH S 13 52 55 E 453.96 FT,TH S 07 30 29 W 12.29 FT,TH S 05 25 41 E 8.98 FT TO CURVE CONC E,R OF 85 FT,TH SLY ALG ARC 21.53 FT,TH S 28 15 34 E 42.13 FT TO CURVE CONC NE,R OF 85 FT,TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W LI OF CANAL #29 AND POB (AKA WMT-3 OF PROPOSED PLAT OF PORTOFINO LANDINGS) (4.80 AC) (OR 2850-936)

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.8
Land Size (SF):	209,088

Current Values

Just/Market Value:	$0
Assessed Value:	$0
Exemptions:	$0
Taxable Value:	$0

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jul 19, 2011	3313 / 0015	0311	WD	Portofino Landings CDD,	$0
May 30, 2007	2850 / 0936	XX03	WD	Prime Homes At Portofino Land,	$1,390,000
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD,	$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Total Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: 2014	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

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

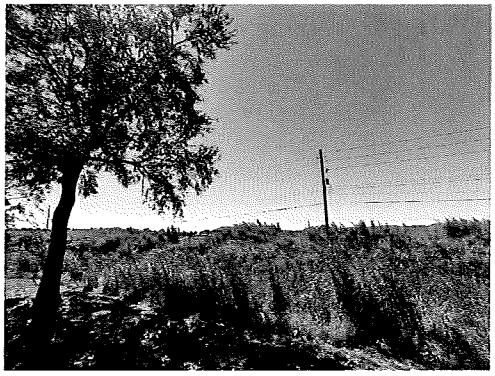


Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$0
Just/Market:	$0
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$0
Exemption(s):	$0
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2016		8010	Community Development District	$0

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	4060	0	Portofino Landings CDD	$0.00
2012	0041	0	Fort Pierce Stormwater Charge	$0.00

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Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$0	$0	$0	$0
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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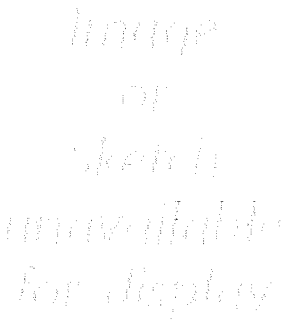
Property Identification

Site Address: OKEECHOBEE RD
Sec/Town/Range: 19/35S/40E
Map ID: 24/19N
Zoning: C3

Parcel ID: 2419-123-0003-000-1
Account #: 174095
Use Type: 9400
Jurisdiction: Fort Pierce

Ownership

Portofino Landings CDD
%GMS-SF LLC
5385 N Nob Hill Rd
Sunrise, FL 33351



Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT,TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28 FT,TH S 52 29 55 W 175 FT TO POB;TH N 37 30 05 W 188 FT,TH N 52 29 55 E 175 FT,TH N 37 30 05 W 33.20 FT,TH S 52 29 33 W 185.54 FT,TH N 37 24 29 W 337.95 FT,TH S 52 29 51 W 30.02 FT,TH S 37 30 09 E 341.13 FT,TH S 52 29 51 W 30.02 FT,TH S 37 30 09 E 341.13 FT,TH S 52 29 51 W 719.99 FT TO ELY R/W LI OF MCNEIL RD EXTENSION,TH S 37 30 05 E 29.99 FT,TH N 52 29 55 E 710 FT,TH S 37 30 05 E 188 FT TO NLY RD R/W LI OF OKEE RD,TH N 52 29 55 E ALG R/W LI 50 FT TO POB (AKA TRACT AA OF PROPOSED PLAT OF PORTOFINO LANDINGS) (1.12 AC) (OR 2850-936)

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	1.12
Land Size (SF):	48,787

Current Values

Just/Market Value:	$0
Assessed Value:	$0
Exemptions:	$0
Taxable Value:	$0

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
May 30, 2007	2850 / 0936	XX03	WD	Prime Homes At Portofino Land,	$1,390,000
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD,	$0
Jan 30, 2006	2483 / 1661	XX02	SP	2890 Inc,	$5,100,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Total Area: 0 SF

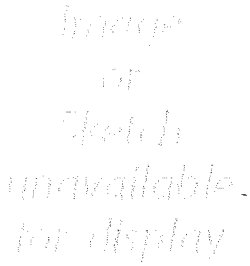
Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: 2014	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

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





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$0
Just/Market:	$0
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$0
Exemption(s):	$0
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2016	2008	8010	Community Development District	$0

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2008	4060	0	Portofino Landings CDD	$0.00
2011	0041	22.3	Fort Pierce Stormwater Charge	$1,204.20

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Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$0	$0	$0	$0
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	RH	RH	C3-General Commercial
South	GC	GC	C3-General Commercial
East	GC	GC	C3-General Commercial
West	GC	GC	C3-General Commercial

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC	C3	.25	34.27	N/A
****Proposed**	GC	C3	.18	18.85	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 132 x 2.6= 343.2 x 100= 34,320
**Proposed Zoning/FLU	Total gallons per day 236 x 2.6= 613.6 x 100= 61,360
**Change in Demand	Total gallons per day 61,360-34,320= 27,040

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 132 x 2.6= 343.2+44,227= 34,320
**Proposed Zoning/FLU	Total gallons per day 236 x 2.6= 613.6 x 100= 61,360
**Change in Demand	Total gallons per day 61,360-34,320= 27,040

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	891.40	896.81	896.81-891.40= 5.40
Urban District	5 acres per 1,000 people	222.85	224.20	224.20-222.85= 1.35
Community	2.5 acres per 1,000 people	111.42	112.10	112.10-111.42= 0.67
Neighborhood	1.36 acres per 1,000 people	60.61	60.98	60.98-60.61= 0.37

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand	132 x .207= 27.32/70%= 39	132 x .207= 27.32/30%= 91
****Proposed Zoning/FLU Enrollment Demand**	236 x .207= 48.85/70%= 69.7	236 x .207= 48.85/30%= 162
****Change in Demand**	69.7-39= 30	162-91= 71

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning/FLU	132/45= 3...6 Yard Dumpsters
****Proposed Zoning/FLU**	236/45= 5...6 Yard Dumpsters
***Change in Demand**	5-3= 2...6 Yard Dumpsters

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [X] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family	N/A	236	18.85	March 2016	August 2017
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

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Trip Generation Data Form (Part 1)

Land Use/Building Type:[1]	ITE Land Use Code:
Source:	Source No. (ITE use only)
Name of Development:	Day of the Week:
City: State/Province: Zip/Postal Code:	Day: Month: Year:
Country:	Metropolitan Area:

1. For fast-food land use, please specify if hamburger- or nonhamburger-based.

Location Within Area:

☐ (1) CBD ☐ (3) Suburban (Non-CBD) ☐ (5) Rural
☐ (2) Urban (Non-CBD) ☐ (4) Suburban CBD ☐ (6) Freeway Interchange Area (Rural)
☐ (7) Not Given

Detailed Description of Development:[3]

Independent Variable: (include data for as many as possible)[2]	Actual	Estimated
_____ (1) Employees (#)	☐	☐
_____ (2) Persons (#)	☐	☐
_____ (3) Total Units (#) (indicate unit:_____)	☐	☐
_____ (4) Occupied Units (#) (indicate unit:_____)	☐	☐
_____ (5) Gross Floor Area (gross sq. ft.) (% of development occupied _____)	☐	☐
_____ (6) Net Rentable Area (sq. ft.)	☐	☐
_____ (7) Gross Leasable Area (sq. ft.) (% of development occupied _____)	☐	☐
_____ (8) Total Acres (% developed: _____)	☐	☐
_____ (9) Parking Spaces (% occupied: _____)	☐	☐
_____ (10) Beds (% occupied: _____)	☐	☐
_____ (11) Seats (#)	☐	☐
_____ (12) Servicing Positions/Vehicle Fueling Positions	☐	☐
_____ (13) Shopping Center % Out-parcels/pads	☐	☐
_____ (14) A.M. Peak Hour Volume of Adjacent Street Traffic	☐	☐
_____ (15) P.M. Peak Hour Volume of Adjacent Street Traffic	☐	☐
_____ (16) Other _____	☐	☐
_____ (17) Other _____	☐	☐

2. Definitions for several independent variables can be found in the *Trip Generation*, Second Edition, *User's Guide* Glossary.

3. Please provide all pertinent information to describe the subject project, including the presence of bicycle/pedestrian facilities. To report bicycle/pedestrian volumes, please refer to Part 4 of this data form.

Other Data:

Vehicle Occupancy (#):
_____ A.M. _____ P.M. _____ 24-hour %

Percent by Transit:
_____ A.M. % _____ P.M. % _____ 24-hour %

Percent by Carpool/Vanpool:
_____ A.M. % _____ P.M. % _____ 24-hour %

Employees by Shift:

	Start Time	End Time	Employees (#)
First Shift:	_____	_____	_____
Second Shift:	_____	_____	_____
Third Shift:	_____	_____	_____

Parking Cost on Site: Hourly _____ Daily _____

Transportation Demand Management (TDM) Information:

At the time of this study, was there a TDM program (that may have impacted the trip generation characteristics of this site) underway?

☐ No

☐ Yes (If yes, please check appropriate box/boxes, describe the nature of the TDM program(s) and provide a source for any studies that may help quantify this impact. Attach additional sheets if necessary)

☐ (1) Transit Service
☐ (2) Carpool Programs
☐ (3) Vanpool Programs
☐ (4) Bicycle/Pedestrian Facilities and Site Improvements
☐ (5) Employer Support Measures
☐ (6) Preferential HOV Treatments
☐ (7) Transit and Ridesharing Incentives
☐ (8) Parking Supply and Pricing Management
☐ (9) Tolls and Congestion Pricing
☐ (10) Variable Work Hours/Compressed Work Weeks
☐ (11) Telecommuting
☐ (12) Other _____

Please Complete Form on Other Side

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Trip Generation Data Form (Part 2)

Summary of Driveway Volumes ***(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)***

	Average Weekday (M-F)						Saturday						Sunday					
	Enter		Exit		Total		Enter		Exit		Total		Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks
24-Hour Volume																		
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time *(ex.: 7:15 - 8:15)*:																		
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:																		
A.M. Peak Hour Generator[2] Time:																		
P.M. Peak Hour Generator[2] Time:																		
Peak Hour Generator[3] Time (Weekend):																		

[1] Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.). Please specify the peak hour.
[2] Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
[3] Highest hourly volume during the entire day. Please specify the peak hour.
Please refer to the *Trip Generation User's Guide* for full definition of terms.

Hourly Driveway Volumes- Average Weekday (M-F)

A.M. Period	Enter		Exit		Total		Mid-Day Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
6:00-7:00							11:00-12:00							3:00-4:00						
6:15-7:15							11:15-12:15							3:15-4:15						
6:30-7:30							11:30-12:30							3:30-4:30						
6:45-7:45							11:45-12:45							3:45-4:45						
7:00-8:00							12:00-1:00							4:00-5:00						
7:15-8:15							12:15-1:15							4:15-5:15						
7:30-8:30							12:30-1:30							4:30-5:30						
7:45-8:45							12:45-1:45							4:45-5:45						
8:00-9:00							1:00-2:00							5:00-6:00						

☐**Check if Part 3, 4 and/or additional information is attached.**

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

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Trip Generation Data Form (Part 3)

Name/Organization: _____ **City/State:** _____

Telephone Number: _____

Detailed Driveway Volumes: Attach this sheet to Parts 1 and 2 if you are providing additional information.

Day of the week: _____ *(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)*

A.M. Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
12:00-12:15							12:00-12:15						
12:15-12:30							12:15-12:30						
12:30-12:45							12:30-12:45						
12:45-1:00							12:45-1:00						
1:00-1:15							1:00-1:15						
1:15-1:30							1:15-1:30						
1:30-1:45							1:30-1:45						
1:45-2:00							1:45-2:00						
2:00-2:15							2:00-2:15						
2:15-2:30							2:15-2:30						
2:30-2:45							2:30-2:45						
2:45-3:00							2:45-3:00						
3:00-3:15							3:00-3:15						
3:15-3:30							3:15-3:30						
3:30-3:45							3:30-3:45						
3:45-4:00							3:45-4:00						
4:00-4:15							4:00-4:15						
4:15-4:30							4:15-4:30						
4:30-4:45							4:30-4:45						
4:45-5:00							4:45-5:00						
5:00-5:15							5:00-5:15						
5:15-5:30							5:15-5:30						
5:30-5:45							5:30-5:45						
5:45-6:00							5:45-6:00						
6:00-6:15							6:00-6:15						
6:15-6:30							6:15-6:30						
6:30-6:45							6:30-6:45						
6:45-7:00							6:45-7:00						
7:00-7:15							7:00-7:15						
7:15-7:30							7:15-7:30						
7:30-7:45							7:30-7:45						
7:45-8:00							7:45-8:00						
8:00-8:15							8:00-8:15						
8:15-8:30							8:15-8:30						
8:30-8:45							8:30-8:45						
8:45-9:00							8:45-9:00						
9:00-9:15							9:00-9:15						
9:15-9:30							9:15-9:30						
9:30-9:45							9:30-9:45						
9:45-10:00							9:45-10:00						
10:00-10:15							10:00-10:15						
10:15-10:30							10:15-10:30						
10:30-10:45							10:30-10:45						
10:45-11:00							10:45-11:00						
11:00-11:15							11:00-11:15						
11:15-11:30							11:15-11:30						
11:30-11:45							11:30-11:45						
11:45-12:00							11:45-12:00						

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Trip Generation Data Form (Part 4)

Summary of Bicycle Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time *(ex.: 7:15 - 8:15)*:									
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:									
A.M. Peak Hour Generator[2] Time:									
P.M. Peak Hour Generator[2] Time:									
Peak Hour Generator[3] Time (Weekend):									

[1] Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.) as defined in Trip Generation Data Form (Part 2). Please specify the peak hour.
[2] Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
[3] Highest hourly volume during the entire day. Please specify the peak hour. Please attach supplemental hourly volumes.
Please refer to the *Trip Generation User's Guide* for full definition of terms.

Summary of Pedestrian Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time *(ex.: 7:15 - 8:15)*:									
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:									
A.M. Peak Hour Generator[2] Time:									
P.M. Peak Hour Generator[2] Time:									
Peak Hour Generator[3] Time (Weekend):									

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

PLAT BOOK _____
PAGE _____

PRELIMINARY PLAT

PORTOFINO LANDINGS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE N01°20'45"E ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH RANGE 40 EAST, A DISTANCE OF 357.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE S52°29'55"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2102.04 FEET; THENCE CONTINUE ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES: S55°45'47"W, A DISTANCE OF 210.34 FEET; THENCE S52°29'33"W A DISTANCE OF 71.28 FEET; THENCE S52°26'41"W A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNNING;

THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S52°29'55"W A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N37°30'05"W A DISTANCE OF 188.00 FEET; THENCE S52°29'55"W A DISTANCE OF 710.00 FEET TO THE EAST LINE OF A ROAD EASEMENT KNOWN AS PARCEL G AS RECORDED IN OFFICIAL RECORD BOOK 874, PAGE 801, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,; THENCE N37°30'05"W ALONG SAID EAST LINE A DISTANCE OF 29.99 FEET; THENCE N52°29'51"E A DISTANCE OF 719.99 FEET; THENCE N37°30'09"W A DISTANCE OF 480.50 FEET; THENCE S52°29'51"W A DISTANCE OF 715.51 FEET TO SAID EAST ROAD EASEMENT LINE AND A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH A RADIAL LINE BEARS N65°10'05"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE, HAVING A RADIUS OF 595.00 FEET THROUGH A CENTRAL ANGLE OF 29°52'53", A DISTANCE OF 310.30 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST ROAD EASEMENT LINE, HAVING A RADIUS OF 2043.43 FEET AND A CENTRAL ANGLE OF 14°32'43", A DISTANCE OF 518.75 FEET TO A POINT OF TANGENCY, THENCE N19°35'36"E A DISTANCE OF 212.57 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL 37, AN 81.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO COURSES, FIRST N89°01'36"E A DISTANCE OF 315.07 FEET; THENCE N89°04'21"E, A DISTANCE OF 552.73 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL 29, A 131.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES, FIRST S24°04'49"E A DISTANCE OF 10.27 FEET; THENCE S13°01'22"E A DISTANCE OF 469.48 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°23'39", A DISTANCE OF 235.38 FEET; THENCE S78°53'23"W A DISTANCE OF 69.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE N28°15'34"W A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET; THENCE S76°15'19"W A DISTANCE OF 109.98 FEET; THENCE S52°26'19"W A DISTANCE OF 84.86 FEET; THENCE N37°24'29"W A DISTANCE OF 101.02 FEET; THENCE S52°35'31"W A DISTANCE OF 148.75 FEET; THENCE S37°24'29"E A DISTANCE OF 337.95 FEET; THENCE N52°29'33"E A DISTANCE OF 185.54 FEET; S37°30'27"E A DISTANCE OF 33.20 FEET; THENCE S52°29'55"W A DISTANCE OF 175.00 FEET; THENCE S37°30'05"E A DISTANCE OF 188.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 18.851 ACRES (821,161 SQUARE FEET) MORE OR LESS.

DEDICATION

STATE OF _____
COUNTY OF _____

LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC ITS GENERAL PARTNER DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

1) THE INSTALLATION AND MAINTENANCE OF THE LANDSCAPING WITHIN THE ROAD RIGHTS-OF-WAY SHALL REMAIN THE RESPONSIBILITY OF LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, IT'S SUCCESSORS AND/OR ASSIGNS.

2) THE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, AS A PRIVATE DRAINAGE EASEMENT FOR THE PURPOSE OF INSTALLATION OF DRAINAGE FACILITIES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.

3) THE WATER MANAGEMENT TRACTS (WMT) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, FOR WATER MANAGEMENT PURPOSES AND FOR WATER MANAGEMENT MAINTENANCE PURPOSES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.

4) THE INGRESS-EGRESS EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, FOR ACCESS PURPOSES, AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.

5) THE LIFT STATION EASEMENT, AS SHOWN HEREON IS HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, AS AN EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION OF WATER AND WASTEWATER FACILITIES AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D. SAID EASEMENT AS SHOWN HEREON IS ALSO DEDICATED IN FAVOR OF FORT PIERCE UTILITIES AUTHORITY (F.P.U.A.), ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES INCLUDING WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE F.P.U.A. SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE F.P.U.A.

DEDICATION (CONTINUED)

6) THE LANDSCAPE BUFFER EASEMENTS (LBE) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.

LANDINGS FORT PIERCE, LLC

SIGNED AND SEALED THIS _____DAY OF _____, 2017, ON BEHALF OF LANDINGS FORT PIERCE, LLC, BY: CREATIVE HOMES USA, LLC, ITS MANAGER.

BY: LANDINGS FORT PIERCE, LLC, BY: CREATIVE HOMES USA, LLC, ITS MANAGER

BY: _____
SALOMON SUTTON, MANAGER
CREATIVE HOMES USA, LLC

PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

SIGNED AND SEALED THIS _____DAY OF _____, 2017, ON BEHALF OF PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BY: PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BY: _____
NANCY IGLESIAS, CHAIRPERSON

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SALOMON SUTTON, MANAGER OF CREATIVE HOMES USA, LLC. HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID

THIS _____ DAY OF _____, 2017.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: _____
TYPED, PRINTED, OR STAMPED NAME OF NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____, OF PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT, ITS _____, HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID

THIS _____ DAY OF _____, 2017.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: _____
TYPED, PRINTED, OR STAMPED NAME OF NOTARY PUBLIC

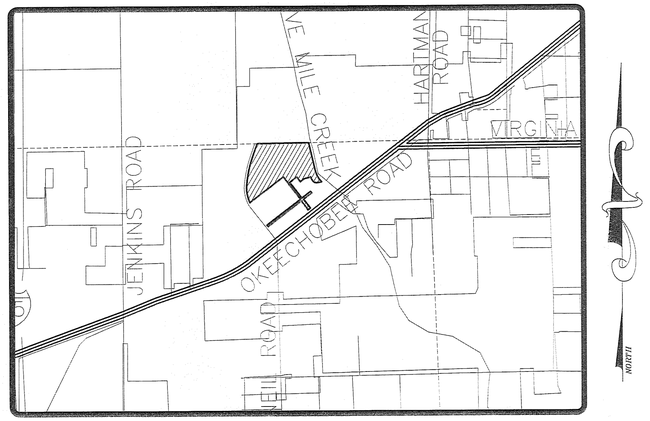
SURVEYORS REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS _____ DAY OF _____, 2017.

_____
GREGORY S. FLEMING
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4350

SEAL



SITE MAP

NOT TO SCALE

CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____ 2017. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.011-177.151 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA,

THIS _____ DAY OF _____, 2017.

FORT PIERCE CITY COMMISSION

BY _____
LINDA COX
CITY CLERK

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF_____, 2017

_____
JOSEPH E. SMITH
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

BY: _____

SEAL
CLERK OF
CIRCUIT COURT

SURVEYORS CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF PORTOFINO LANDINGS IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FT. PIERCE AND ST. LUCIE COUNTY, FLORIDA.

DATED THIS _____ DAY OF _____, 2017.

_____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

SEAL
SURVEYOR

NOTES:

1. **NOTICE:** THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 29 HAVING A BEARING OF N44°53'31"W.
3. PLAT CONTAINS 18.851 ACRES (821,161 SQUARE FEET), MORE OR LESS.
4. AN IRON ROD AND CAP, LB8098 HAS BEEN SET AT ALL LOT CORNERS AND CHANGES OF DIRECTION.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ⊕ SURVEYORS ⊕ ENVIRONMENTAL

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

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PLAT BOOK _____
PAGE _____

PRELIMINARY PLAT

PORTOFINO LANDINGS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

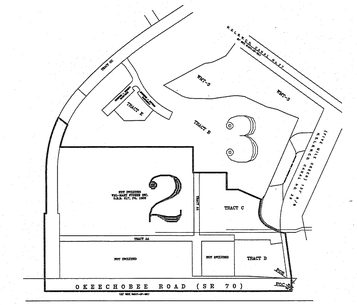
LEGEND

CONC.	DENOTES CONCRETE
P.C.P.	DENOTES PERMANENT CONTROL POINT
(P)	DENOTES PLAT DATA
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS
℄	DENOTES PROPERTY LINE
(M)	DENOTES MEASURED DATA
ID	DENOTES IDENTIFICATION NUMBER
TOB	DENOTES TOP OF BANK
TYP.	DENOTES TYPICAL
FND.	DENOTES FOUND
L.B.	DENOTES LICENSED BUSINESS
R/W	DENOTES RIGHT OF WAY
N.A.V.D.	DENOTES NATIONAL AMERICAN VERTICAL DATUM (1988)
P.B.	DENOTES PLAT BOOK
C.M.	DENOTES CONCRETE MONUMENT
O.R.	DENOTES OFFICIAL RECORDS BOOK
IR & C	DENOTES IRON ROD & CAP
PG.	DENOTES PAGE
COR.	DENOTES CORNER
P.O.B.	DENOTES POINT OF BEGINNING
P.O.C.	DENOTES POINT OF COMMENCEMENT
I.P.	DENOTES IRON PIPE
I.R.	DENOTES IRON ROD
U.E.	DENOTES UTILITY EASEMENT
P.I.	DENOTES POINT OF INTERSECTION
P.L.S.	DENOTES PROFESSIONAL LAND SURVEYOR
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
D.E.	DENOTES DRAINAGE EASEMENT
⊡	DENOTES SET 4"x4" CONCRETE MONUMENT

GRAPHIC SCALE
50 0 25 50 50 200
(IN FEET)
1 inch = 50 ft.

MATCHLINE SHEET 3
O.R.B. 2850, PG. 2822
S52°29'51"W 715.51'
N65°10'05"E (RADIAL)
PK NAIL & DISK
PRM LB 4286

NORTH

KEY MAP


MATCHLINE SHEET 3
S52°35'31"W 149.75'
480.50'
N52°35'31"E 30.02'
TRACT C
337.95'
N37°24'29"W 101.02'
TRACT C (NOT INCLUDED)
S52°26'19"W 84.86'
MATCHLINE SHEET 3
S76°15'19"W 109.98'
R=85.00'
Δ=10°43'05"
L=15.90'
CHD=N22°54'02"W 15.88'
N28°15'34"W 42.13'
R=85.00'
Δ=72°51'03"
L=108.08'
CHD=N64°41'06"W 100.94'
MATCHLINE SHEET 3
S78°53'23"W 69.88'
N37°30'09"W
S37°24'29"E
15.00' DE
TRACT B (NOT INCLUDED)
N52°29'33"E 185.54'
117.75'
67.79'
S37°30'27"E 33.20'
S52°29'55"W 175.00'
S37°30'05"E 188.00'
TRACT D (NOT INCLUDED)
UNPLATTED (NOT INCLUDED)
15' D.E. O.R.B. 2972 PG. 673
N37°30'05"W 188.00'
N52°29'51"E 719.99'
TRACT C
UTILITY EASEMENTS (O.R.B. 2972 PG. 673)
15.00' DE
S52°29'55"W 710.00'
N37°30'05"W 29.99'
S52°29'55"W 50.00'
POB
S52°26'41"W 179.21'
S52°35'33"W 71.28'
S55°45'47"W 210.34'
S52°29'55"W 2102.04'
N01°20'45"E 357.41'(D) 357.61'(C)
POC
16 17 19 20
NOT INCLUDED
FTPA STORAGE FT PIERCE LLC
P.I.D. 2419-122-0001-010-7
NOT INCLUDED
SCFRC--W-G LLC
P.I.D.
2419-132-0002-000-2
NOT INCLUDED
2890 INC.
P.I.D.
2419-122-0001-030-3
INGRESS\EGRESS EASEMENT AGREEMENT,SC REALTY, INC. (O.R.B. 769, PG. 2146) AND CROSS-EASEMENT APPLE COUTH, INC. (O.R.B. 874, PG. 801)
EXISTING WAL-MART AT FORT PIERCE PLATBOOK 36, PAGE 12
McNEIL ROAD EXTENSION
OKEECHOBEE ROAD (S.R.70)
120' WIDE RIGHT-OF-WAY

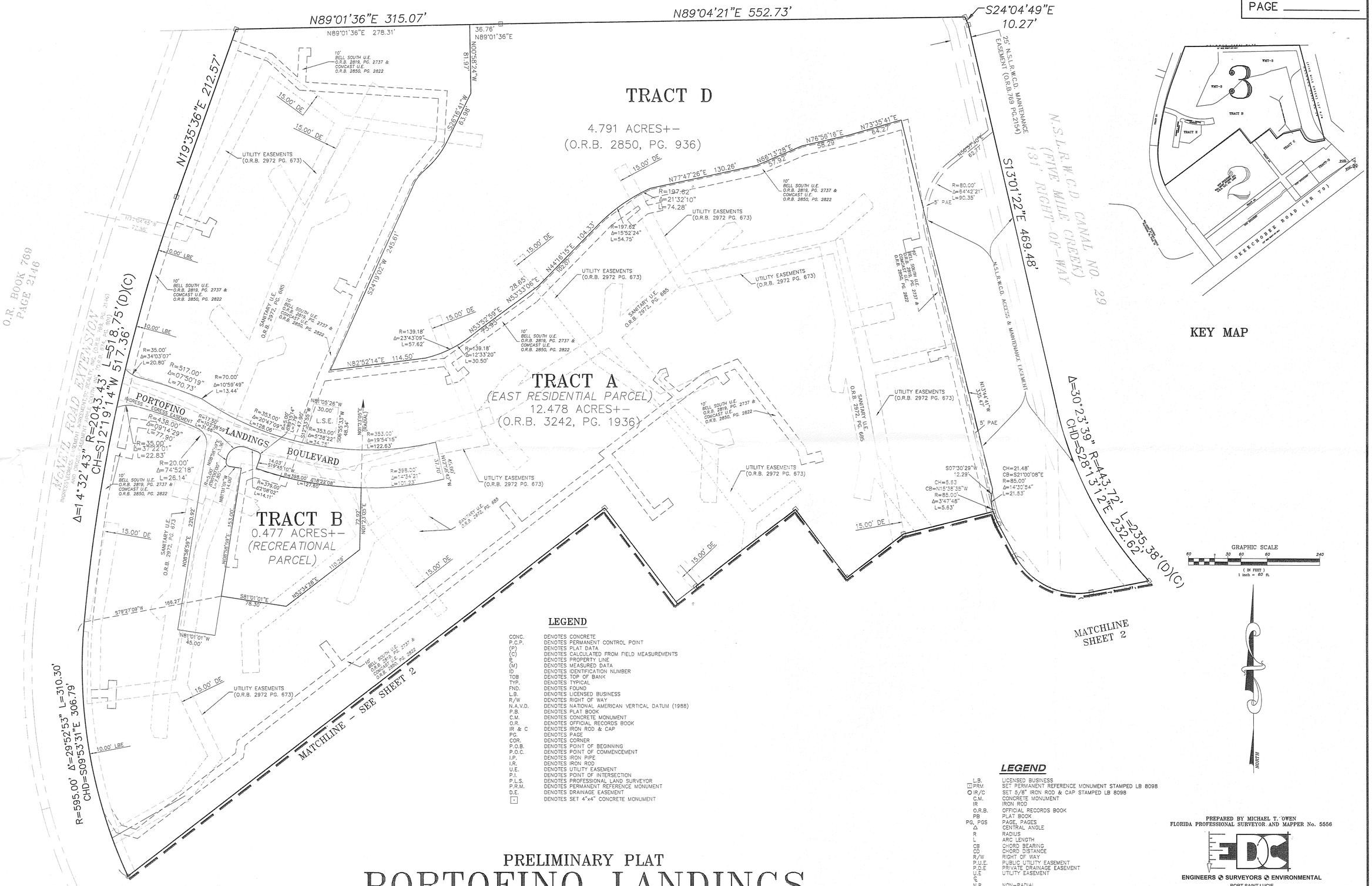
PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

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L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC PROJECT #5-16-223

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PLAT BOOK _____
PAGE _____



KEY MAP

LEGEND

CONC.	DENOTES CONCRETE
P.C.P.	DENOTES PERMANENT CONTROL POINT
(P)	DENOTES PLAT DATA
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P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
D.E.	DENOTES DRAINAGE EASEMENT
⊡	DENOTES SET 4"x4" CONCRETE MONUMENT

LEGEND

L.B.	LICENSED BUSINESS
⊡ PRM	SET PERMANENT REFERENCE MONUMENT STAMPED LB 8098
○ IR/C	SET 5/8" IRON ROD & CAP STAMPED LB 8098
C.M.	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG, PGS	PAGE, PAGES
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
R/W	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.D.E	PRIVATE DRAINAGE EASEMENT
U.E	UTILITY EASEMENT
℄	
N.R.	NON-RADIAL
F.E.	FLOWAGE EASEMENT
W.M.E.	WATER MAINTENANCE EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
W.M.T.	WATER MANAGEMENT TRACT

PREPARED BY MICHAEL T. O'WEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

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EDC PROJECT #S-16-223

PRELIMINARY PLAT

PORTOFINO LANDINGS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

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W/WW Engineering: Approved. Fort Pierce Utilities Authority does not in agree with the engineer's submittal request for change in demand.

If you have any questions, please contact James Carnes, P.E. with FPUA Engineering Department

At (772)466-1600 x 3472

Electric & Gas Engineering: Approved

_____

THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT
Florida

To : Kori Benton, Senior Planner

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

Re : Portofino Landings Preliminary Plat – Okeechobee & McNeil
TRC No. 16-09000001

Date : December 22, 2016

This is to advise you that we have completed the review of the following documents as received by this office on December 8, 2016:

- ☑ Preliminary Plat
- ☐ P/D Drawings
- ☐ Test Reports & Related Documents
- ☐ Certificate of Completion
- ☐ Record Drawings
- ☐ Permits from applicable Local, State & Federal Agencies
- ☐ Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

☐ Recommend approval ☑ Do not recommend approval

☑ Preliminary Plat ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☑ See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

the discrepancy in total area with legal description size of 18.851 acres noted on sheet 1 of 4.

c. Add any missing bearings and dimensions to the plat as there are some noted in the legal which are not identified on the plat.

JRA/tst

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ENGINEERING COMMENTS:

1. Please provide a signed/sealed boundary survey as per the requirements specified in Chapter 177 of the Florida State Statutes.
2. The applicant shall be made aware that the Preliminary Plat is reviewed by staff and the Final Plat will be reviewed by a licensed surveyor and mapper as per the requirements of FSS Chapter 177. All fees associated with the review will be the responsibility of the applicant.
3. The submitted plat is comprised of five pages of which the first page is noted as Sheet 1 of 3 while the other four pages are identified as Sheet 1 of 4...4 of 4; please make necessary correction to the numbering.
4. The first page of the plat (sheet 1 of 3) shall be revised to address the following:
    a. Remove reference to the City of Port St. Lucie at the bottom right hand corner of the page.
    b. Add "Preliminary Plat" to the plat heading.
    c. Under the *City Commission Certificate* change the City Clerk from Karen Phillips to Linda Cox and update the year to 2017.
    d. Under the *Clerk of the Circuit Court* change the name from Edwin M. Fry to Joseph Smith.
    e. Correct the typos noted in number 5 under the *Dedication* heading. There are four words that have an extra first letter.
    f. The legal description states that the project contains 22.418 acres yet the project size is noted as 18.851 acre on line item 3 under the heading *Notes.*
    g. The legal description differs from the legal description on the second sheet of the plat (1 of 4). It appears that page 1 legal includes Tract A, Tract B, Tract C, Tract D, Parcel A, and Parcel B. There are several bearings and distances noted within the legal that do not match the bearings noted on the plat; please make necessary corrections along with eliminating the legal descriptions of Parcels A and B as these are noted on the plat as "Not Included".
    h. Provide separate legal descriptions for each tract.
    i. According to the SLC Property Appraisers site Tracts C and D are owned by Portofino Landings CDD and therefore a separate signature line shall be added to the plat under the dedication.
5. The second page of the plat (sheet 1 of 4) shall be revised to address the following:
    a. The legal description states that the project contains 18.851 acres yet the project size is noted as 22.418 acres on the first page's legal description; please make necessary corrections.
    b. The legal description differs from the legal description on the first sheet of the plat (1 of 3). It appears that page 2 legal includes Tract A, Tract B, Tract C, and Tract D. However, there are several bearings and distances noted within the legal that do not match the bearings noted on the plat; please make necessary corrections.
6. The third page of the plat (sheet 2 of 4) shall be revised to address the following:
    a. All tract lines shall be identified with the appropriate bearings and dimensions.
    b. The plat states that Tracts A and B total 12.055 acres, Tract C is 1.105 acres, and Tract D is 4.791 acres which cumulates to an overall size of 17.951 acres. Explain

the discrepancy in total area with legal description size of 18.851 acres noted on sheet 1 of 4.

c. Add any missing bearings and dimensions to the plat as there are some noted in the legal which are not identified on the plat. Revised on the Plat

JRA/tst

* 6.a - Bearings and distances are shown on page 2. The bearings and distances re removed for 3 & $ for clarity purposes.
The final Plat will have bearings and distances shown around the tracts (see attached final Plat)

* 6.b. - There umst have been a typographical error in the acreage of Tracts A, B, C and/or D the acreage is as follows:

A - 12.478
B - 6.477
C - 1.105
D - 4.791
Total: 18.851

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City Commission Regular Meeting **11.a.2.**

Meeting Date: 03/20/2017

Re: Ordinance 17-007 – Amendment of the Zoning Atlas Rezoning) - Neighborhood Commercial (C-2) to Office Commercial (C-1) - 604 Midway Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-007 - An Ordinance by the City Commission of the City of Fort Pierce, FL rezoning property located at 604 Midway Road from C-2, Neighborhood Commercial to C-1, Office Commercial. SECOND READING

SUMMARY:

- The applicant is requesting approval of a Zoning Atlas Amendment (Rezoning), of the subject 3.53 acre site from Neighborhood Commercial (C-2) to Office Commercial (C-1). The property has a High Density Residential Future Land Use designation.
- The site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.
- The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation.
- The zoning designation amendment proposed would shift the development objective from neighborhood commercial, a more retail oriented district, to an office commercial designation, which qualifies more office, medical, and residential care facilities.
- The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.
- A total of 13 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

No fiscal impact is projected with this proposal.

Attachments

Proposed Ordinance 17-007 - Rezoning 604 Midway Road
Staff Report
Application & Support Documents - ZAA
Aerial & Zoning Map
PB Minutes 2.14.17 - (Not Yet Approved)
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Kori Benton
Started On: 02/23/2017 10:51 AM
Final Approval Date: 03/07/2017

ORDINANCE NO. 17-007

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** PROPERTY LOCATED AT **604 MIDWAY ROAD**, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO OFFICE COMMERCIAL, C-1; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 21st, 2008, the City of Fort Pierce Commission adopted Ordinance L-50 for the purpose of annexing real property located at 604 Midway Road, directing the St. Lucie County Property Appraiser to assess said property and place it on the City tax rolls as of the enactment date, directing the St. Lucie County Tax Collector to collect taxes on said property, certifying the Zoning designation of said land, and establishing the Future Land Use designation of said land; and

WHEREAS, Ordinance L-50 annexed real property located at 604 Midway Road, which totals 3.53 acres of property, assigning a Zoning designation of C-2, Neighborhood Commercial Zone; and

WHEREAS, the applicant seeks rezoning of the subject site, Parcel 3403-243-0001-000-0, from Neighborhood Commercial (C-2), to Office Commercial (C-1); and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida, a municipal corporation, as follows:

SECTION 1. From and after the effective date hereof, the following properties legally described as:

Parcel ID: 3403-243-0001-000-0: 3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231).

and further depicted on Exhibit “A”, attached hereto and incorporated herein, shall be and the same is hereby rezoned from Neighborhood Commercial (C-2), to Office Commercial (C-1); said property being generally located at 604 Midway Road in Fort Pierce, Florida.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain

in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage thereof.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
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. 17-007 was duly advertised by title only in the St. Lucie News Tribune on February 19th, 2017; 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 March 6th, 2017; and was duly introduced, read by title only, and passed on second and final reading March 20th, 2017 by the City Commission of the City of Fort Pierce, Florida.

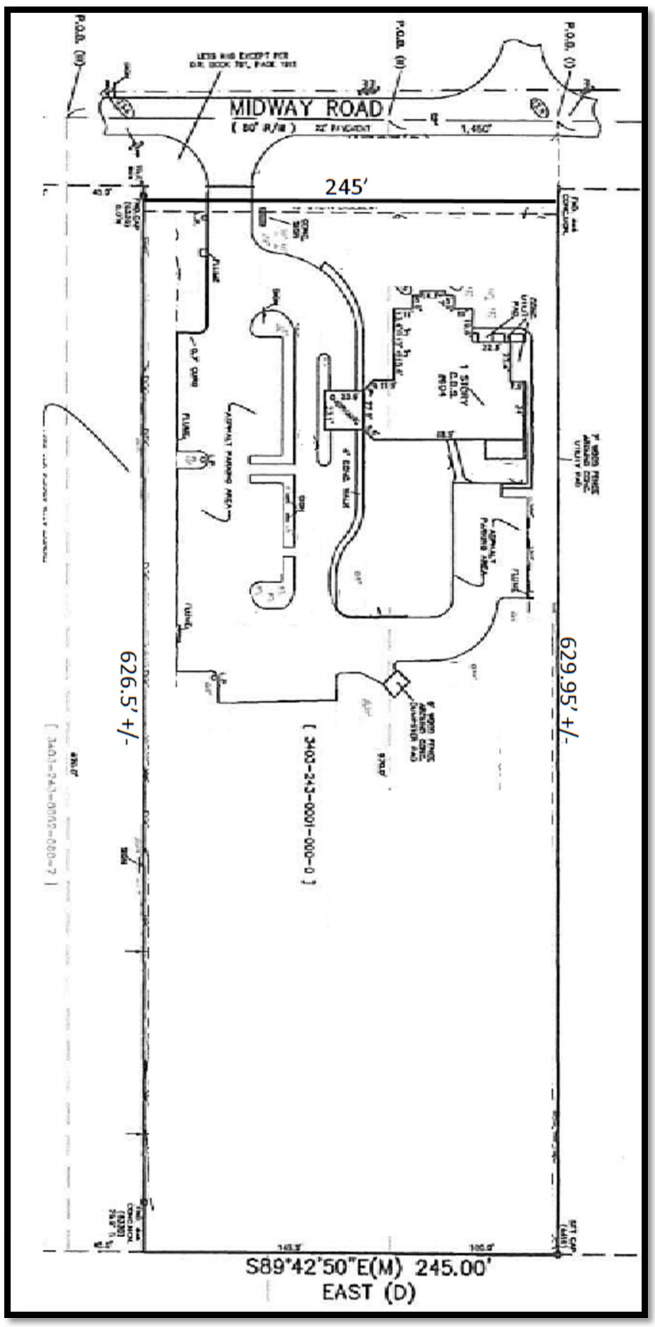
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 21st day of March, 2017.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 3403-243-0001-000-0: 3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Ordinance 17-007 – Amendment of the Zoning Atlas Rezoning)
Neighborhood Commercial (C-2) to Office Commercial (C-1)
604 Midway Road

DATE: February 23, 2017

STAFF REPORT

Owner:
604 Midway LLC
7745 Dawson CT
Lake Worth, FL 33467

Applicant:
McCarty & Associates
Mike McCarty
73 S.W. Flagler Avenue
Stuart, FL 34994

Requested Action:
Approval of a Zoning Atlas Amendment (Rezoning) from Neighborhood Commercial (C-2) to Office Commercial (C-1).

Location:
604 Midway Road

Parcel IDs:
3403-243-0001-000-0

Surrounding Zoning:

North	East	South	West
OS-1	C-3	C-1 / COM (SLC)	CN (SLC)

Future Land Use:
RH, High Density Residential

Parcel Size:
3.53 acres

Utilities:
Located within the FPUA Water/Waste Water Service Area

Staff Analysis:

The applicant is requesting approval of a Zoning Atlas Amendment (Rezoning), of the subject 3.53 acre site from Neighborhood Commercial (C-2) to Office Commercial (C-1). The property has a High Density Residential Future Land Use designation.

The site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.

The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation. A drainage canal borders the property along the north, abutting the Ancient Oaks preserve. A dental office is established to the south, across Midway Road.

The applicant is concurrently requesting review of a Conceptual Development Plan for a Drug & Alcohol Treatment Center at the subject site. Presently, the C-2 district does not permit medical facilities, as presented within the conceptual development plan.

Table 2 demonstrates use type data for the existing and proposed zoning designations for the subject site.

Table 2: Existing and Proposed Site Data

	Existing	Proposed
Zoning	C-2	C-1
Purpose	This district is intended to be a restricted commercial zone, which is designed to meet some of the commercial needs of the immediate residential neighborhood. Uses allowed are primarily those, which provide convenience goods or frequently used services. Large business operations and extensions of strip commercial areas are not desired. Areas zoned C-2 should be located near the intersections of major streets and generally close to an R-4 zone.	This commercial classification is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.
Permitted Uses Exclusive to District *(Highlights)*	• Coffee Shop • Bed & Breakfast • Administrative, Professional, General, Medical Offices • Grocery or Liquor Stores • Laundry & Dry Cleaners • Laundromat	• Medical and Dental Clinic • Day Labor Employment Agency • Brew Pub

	• Neighborhood Commercial Sales & Services	
Conditional Uses Exclusive to District *(Highlights)*	• Community Center • Fraternal Organization/Lodge • Library or Cultural Exhibit	• Medical Facilities • Hospital • Nursing Home • Halfway Houses
Maximum Lot Coverage Permitted	60%	60%
Maximum Building Height	45 ft.	65 ft.

The zoning designation amendment proposed shifts the development objective from neighborhood commercial, a more retail oriented district, to an office commercial designation, which qualifies more office, medical, and residential care facilities. The maximum building coverage permitted remains the same, however the maximum permitted height would increase under the proposed amendments, allowing for structures up to sixty-five (65) feet, whereas the current designation limits construction to 45ft.

The subject request encompasses a medium size tract of land, which was developed within St. Lucie as a medical clinic. The applicant is advancing the prospects of reusing the subject site with a use, or uses, centered on medical services.

Potential Traffic Impacts

The presented zoning atlas amendment presents the capacity for an increase in traffic volume and impacts upon build-out, as the maximum height and hours of operation parameters of potential uses may expand. The extent of the traffic impacts and mitigation options for roadway improvements will be determined and explored when reuse of the existing facility, or further development of the site is considered. The adjoining section of Midway Road is presently a two lane, undivided roadway, however FDOT and St. Lucie County are actively advancing the final design, and construction, phases of this improvement project.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;
(2) The amendment will not have an adverse effect on the ability of the city to:
    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services; and
(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment does not conflict with the Goals, Objectives, and Policies of the City's Comprehensive Plan as the Office Commercial (C-1) district advances limited commercial uses and provides eligibility for compatible public, quasi-public, and special uses that may be appropriate along an arterial roadway, such as Midway Road, in close proximity to a primary arterial roadway in US Highway 1.

Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through provision of a transitional commercial district, and increased access to office commercial and medical services, while

emphasizing compatibility with the variety of use districts present along Midway Road, as this corridor experiences expansion and growth.

Technical Review Committee:

All affected departments have reviewed and approved the applications. No significant impacts to public facilities are immediately expected by the proposed amendment. Traffic impacts will be assessed further at the time of development application to determine any demand for transportation improvements to abutting roadways and intersections.

Planning Board Recommendation:

The Planning Board, at their February 14th, 2017 meeting, voted unanimously to recommend approval of the request.

Property Owner Response Summary:

A total of 13notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code and does not adversely impact public health, safety and general welfare; therefore Staff recommends approval for the proposed amendment.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☒ Warranty Deed & Legal Description
- ☒ St. Lucie County Property Record Card
- ☒ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☒ Current Survey
- N/A☐ Environmental Study
- N/A☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- N/A☐ Drainage Analysis
- N/A☐ Historical Report
- ☒ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 604 Midway Rd
2. Property Tax ID(s): 3403-243-0001-000-0
3. Total Acreage: 3.53 (as per property card)
4. Existing Future Land Use Designation: _____
5. Existing Zoning Classification: C-2
6. Proposed Zoning Classification: C-1
7. Other applications being submitted concurrent with this application, if any: Conditional Use Application

8. Describe the existing uses, improvements and structures on the amendment lands: The property has an existing 6,577 sqft medical office facility previously providing treatment for cancer patients which is vacant. The site also provides the required infrastructure such as parking and stormwater facilities etc.
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request: The proposed use is allowed as a conditional use under the C-1 zoning zoning district.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Recreational	RM-Medium Density Residential	R-4 Medium Density Residential
South	Commercial Office	GC-General Commercial	C-1- Office Commercial
East	Residential and Commercial	RH-High Density Residential GC- General Commercial	R-5 High Density Residential C-3 General Commercial
West	Vacant	RH -High Density Residential	CN-Commercial Neighborhood

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RH	C-2	12-18 DU/AC 60% of lot area	3.53	X
Proposed	RH	C-1	12-18 DU/AC 60% of lot area	3.53	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day** Not net increase in demand

B. Wastewater:

Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day** No net increase in demand

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	No net increase in demand

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm

event)	
Impact	The proposed project will provide the stormwater treatment required as per code. No net increase in demand based on chance in zoning.

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): 604 Midway LLC
Mailing Address: 7745 Dawson CT
City Lake Worth State FL Zip 33467
Phone # 904-237-2343
E-mail: ptm@mgapalmbeach.com

13. Name of Applicant: Same as above
Mailing Address:
City State Zip
Phone # Fax #
E-mail:

14. Name of Representative: McCarty & Associates Land Planning and Design LLC
Mailing Address: 73 SW Flagler Ave
City Stuart State FL Zip 34994
Phone # 772-341-9322 Fax #
E-mail: mike@mccartylandplanning.com

15. **Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

__X__ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

_____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature MGR Date 12-30-16

Address 7745 DAWSON CT State L.W. FL Zip 33467

Phone 561-301-953X Fax 561-648-0330 E-mail Address ABIAS TIX @ AOL.COM

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

604 Midway LLC 904

Property Owner's Name (Please Print) Phone

7745 Dawson CT, Lake Worth FL 34994

Address State Zip

MGR 12-30-16

Property Owner's Signature Date

STATE OF FLORIDA)
~~ST LUCIE~~ Palm Beach COUNTY)

The foregoing instrument was acknowledged before me this 30th day of December 20 16, by Alan Bias who is personally known to me or has produced _____ as ident

Signature of Notary

NOTARY PUBLIC (seal) STATE OF FLORIDA
KATHARINA M. EICHHOF
MY COMMISSION #FF015534
EXPIRES May 7, 2017
(407) 398-0153 FloridaNotaryService.com

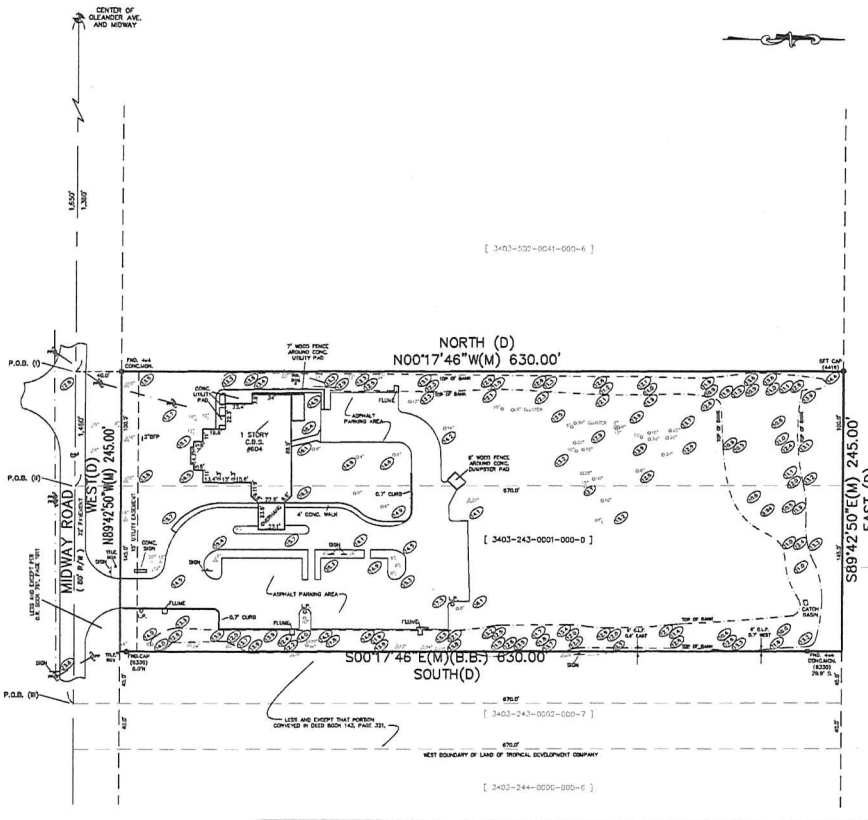
OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____



TREE LEGEND:
○ = OAK TREE
✳ = PALM TREE
⊙ = OTHER TREE

LEGEND OF SURVEY ABBREVIATIONS

Δ	ARC DELTA	L	LENGTH
⌀	AIR CONDITIONER	LP	LIGHT POLE
ASP	ASPHALT	MES	MITERED END SECTION
BM	BENCH MARK	MHWL	MEAN HIGH WATER LINE
BOC	BACK OF CURB	MLWL	MEAN LOW WATER LINE
BLDG	BUILDING	N	NORTH
BLVD	BOULEVARD	NAD	NORTH AMERICAN DATUM
C	CENTERLINE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
CALC	CALCULATED	NTS	NOT TABULATED
CM	CHANNEL MARKER	OE	OVERHEAD ELECTRICAL
CMP	CORRUGATED METAL PIPE	OHW	OVERHEAD WIRES
CONC	CONCRETE	P	PLAT
CONST	CONSTRUCTION	PAL	PALMER RAILROAD MAG.
COR	CORNER	PC	POINT OF CURVATURE
CPP	CONCRETE POWER POLE	PCC	POINT OF COMPOUND CURVATURE
CL	CHAIN LINK FENCE	PI	POINT OF INTERSECTION
CM	CONCRETE MONUMENT	POB	POINT OF BEGINNING
CMP	CORRUGATED METAL PIPE	POC	POINT OF COMMENCEMENT
CVRD	COVERED	PRC	PROPERTY LINE
D	DEED	PT	POINT OF TANGENCY
DE	DRAINAGE EASEMENT	PVC	POINT OF REVERSE CURVE
DI	DRAIN INLET	R	RADIUS OR RISER
DOT	DEPARTMENT OF TRANSPORTATION	RCP	REINFORCED CONCRETE PIPE
E	EAST	RP	RADIAL POINT
EL	ELEVATION	RPP	REINFORCED CONCRETE PIPE
ENVIRON. PROTECTION	ENVIRONMENTAL PROTECTION	S	SOUTH
EOP	EDGE OF PAVEMENT	SBD	SET BOUNDARY DISK
ESMT	EASEMENT	SIB	SET IRON BAR
FDOT	DEPARTMENT OF TRANSPORTATION	SIP	SET IRON PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SMH	SANITARY MANHOLE
FH	FIRE HYDRANT	SR	STATE ROAD
FIN	FINISHED FLOOR	SSCO	SANITARY SEWER CLEAN OUT
FM	FORCE MAIN	SSMH	SANITARY SEWER MANHOLE
FPL	FLORIDA POWER & LIGHT	STA	STATION
FPP	FLORIDA POWER & LIGHT POWER POLE	STY	STORM SEWER MANHOLE
GA	GUY ANCHOR	SWD	SWALE DRAINAGE
GM	GAS METER	TBM	TEMPORARY BENCH MARK
GV	GATE VALVE	TEL	TELEPHONE
HDPE	HIGH DENSITY POLYETHYLENE	TH	TANGENT
HW	HEADWALL	TOB	TOP OF BANK
ID	IDENTIFICATION	TOW	TOP OF WALL
INV	INVERT	TYP	TYPICAL
IP	IRON PIPE	UP	UTILITY POLE
IR	IRON ROD	W	WEST
LA	LIGHT ANCHOR	WM	WATER METER
LB	LICENSED BUSINESS	WV	WATER VALVE
LS	LANDSCAPE	WW	WOOD WALK
LT	LIGHT	Δ	DELTA ANGLE
LW	LAKE WATER	#	NUMBERED LOTS

LEGAL DESCRIPTION:

BEGINNING(I) AT A STAKE 1,360 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY, ACCORDING TO THE MAP OF WHITE CITY; THENCE NORTH 670 FEET; THENCE EAST 100 FEET; THENCE SOUTH 670 FEET; THENCE WEST 100 FEET TO THE POINT OF BEGINNING, SAID LAND LYING IN AND COMPRISING A PART OF THE W ½ OF SW ¼ OF SE ¼ OF NW ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

AND

BEGINNING(II) 1,460 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY IN THE TOWN OF WHITE CITY; RUN THENCE NORTH 670 FEET; THENCE EAST 190 FEET; THENCE SOUTH 670 FEET; THENCE WEST 190 FEET; TO THE POINT OF BEGINNING, SAID LAND LYING IN AND COMPRISING A PART OF THE W ½ OF SW ¼ OF SE ¼ OF NW ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

AND

BEGINNING(III) AT A POINT 1,650 FEET EAST OF THE CENTER OF OLEANDER AVENUE AND MIDWAY, ACCORDING TO THE MAP OF WHITE CITY; THENCE NORTH 670 FEET; THENCE EAST 40 FEET, MORE OR LESS TO THE WEST BOUNDARY OF LAND OF TROPICAL DEVELOPMENT COMPANY; THENCE SOUTH 670 FEET; THENCE WEST 40 FEET, MORE OR LESS TO PLACE OF BEGINNING; ALL IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCEL THAT PORTION THEREOF CONVEYED IN DEED BOOK 142, PAGE 321, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION TAKEN FROM MIDWAY ROAD IN OFFICIAL RECORDS BOOK 781, PAGE 1911, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALL OF THE ABOVE DESCRIBED LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
2. NORTH ARROW SHOWN HEREON IS ORIENTATED AS SHOWN.
3. THIS SURVEY IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS
4. ELEVATIONS (IF SHOWN) HEREON ARE BASED ON N.A.V.D. (1988) UNLESS OTHERWISE NOTED.
5. LEGAL DESCRIPTION SUPPLIED BY CLIENT.
6. SQ. FT. OF HOUSE (IF SHOWN) SUPPLIED BY CLIENT.
7. NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.
8. ALL SET CAPS LABELED PSM WEH 4416 ARE SUPPORTED WITH AN 18" LONG #5 REBAR
ALL FOUND CAPS ARE A 5/8" ROD WITH A CAP AS LABELED ON SURVEY.
9. BEARING BASE ON EAST LINE OF PARCEL.
10. ORIGINAL SLC BM: "SONNY" EL=11.43' NAVD

CERTIFIED TO:

MILLS, SHORT & ASSOCIATES, INC.

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM E. HAYHURST — DATE
PROFESSIONAL LAND SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4416

HAYHURST LAND SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER (L.B. 7364)
A SURVEYING & MAPPING COMPANY
445 9TH ST. S.W. Unit-7
VERO BEACH, FL. 32962
PHONE No. (772) 569-6880
FAX No. (772) 770-3446
hayhurstls@live.com

SURVEY TYPE:	BOUNDARY/SITE
CHECKED BY:	W.E.H.
DRAWN BY:	J.D.J.
FIELD BOOK:	345
PAGE NO:	36
DATE PREP:	12/19/15
SCALE:	1"=50'
JOB NO:	15-356

DATE:	REVISIONS:	BY:

FLOOD ZONE: X
EFFECTIVE DATE: 2/16/2012
PNL NO.: 12111C0316G & 12111C0277J

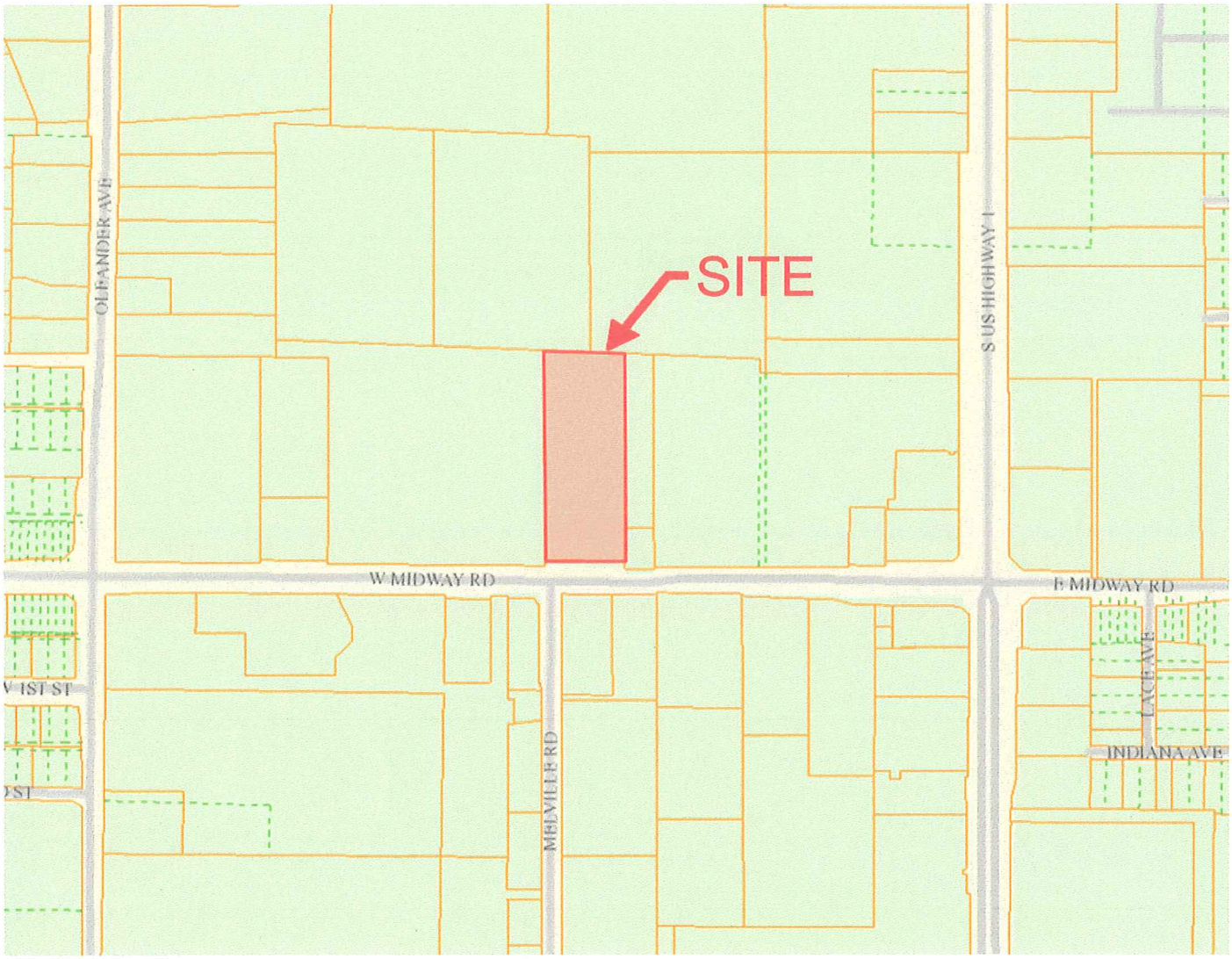
Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Location Map

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



12/22/2016

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Aerial Photograph

McCarty & Associates

LAND PLANNING
AND DESIGN

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Mike@McCartyLandPlanning.com



3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

12/22/2016

Treasure Coast Recovery

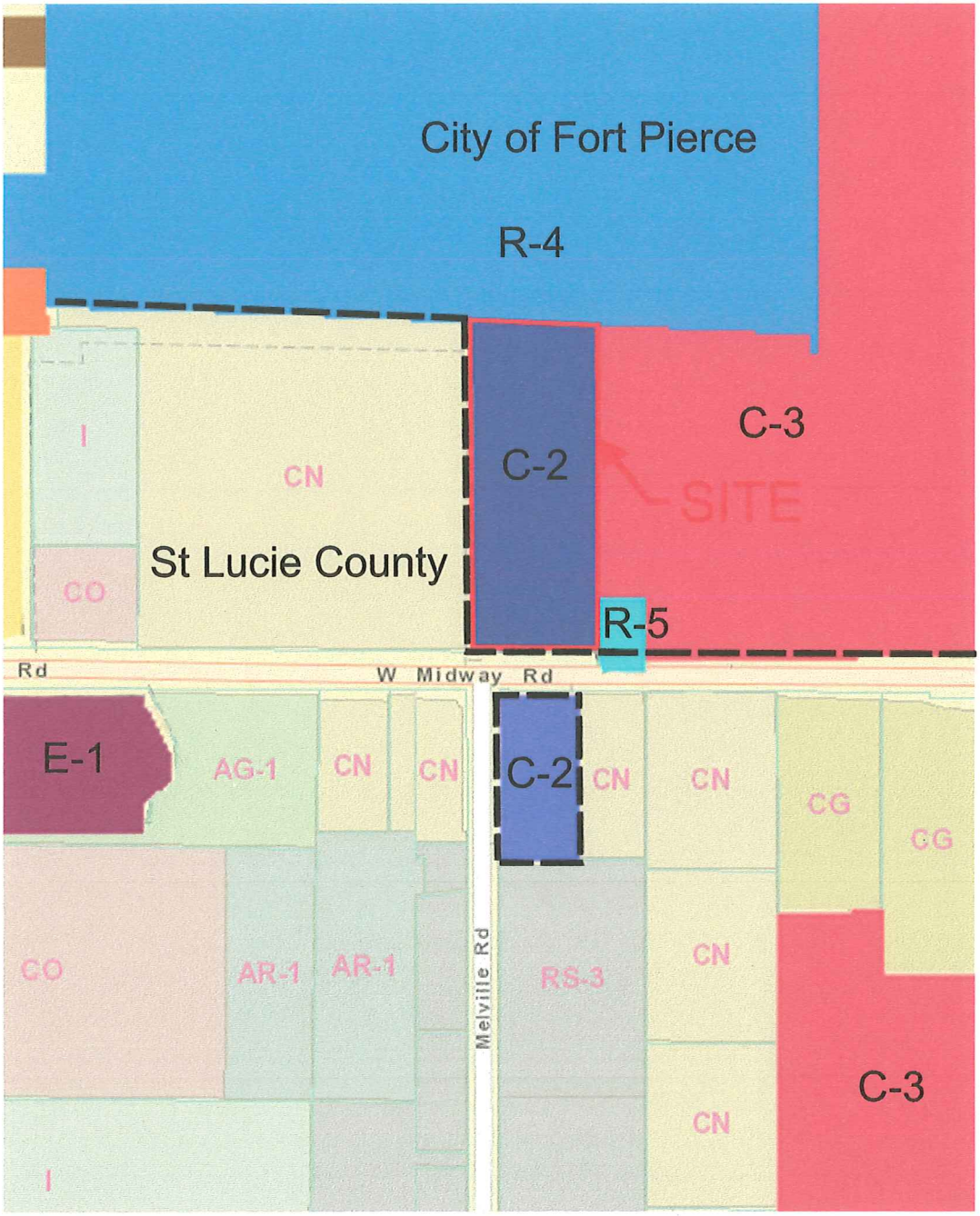
3403-243-0001-000-0

604 West Midway Road
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Zoning Map

C-2 Neighborhood Commercial



12/22/2016

Treasure Coast Recovery

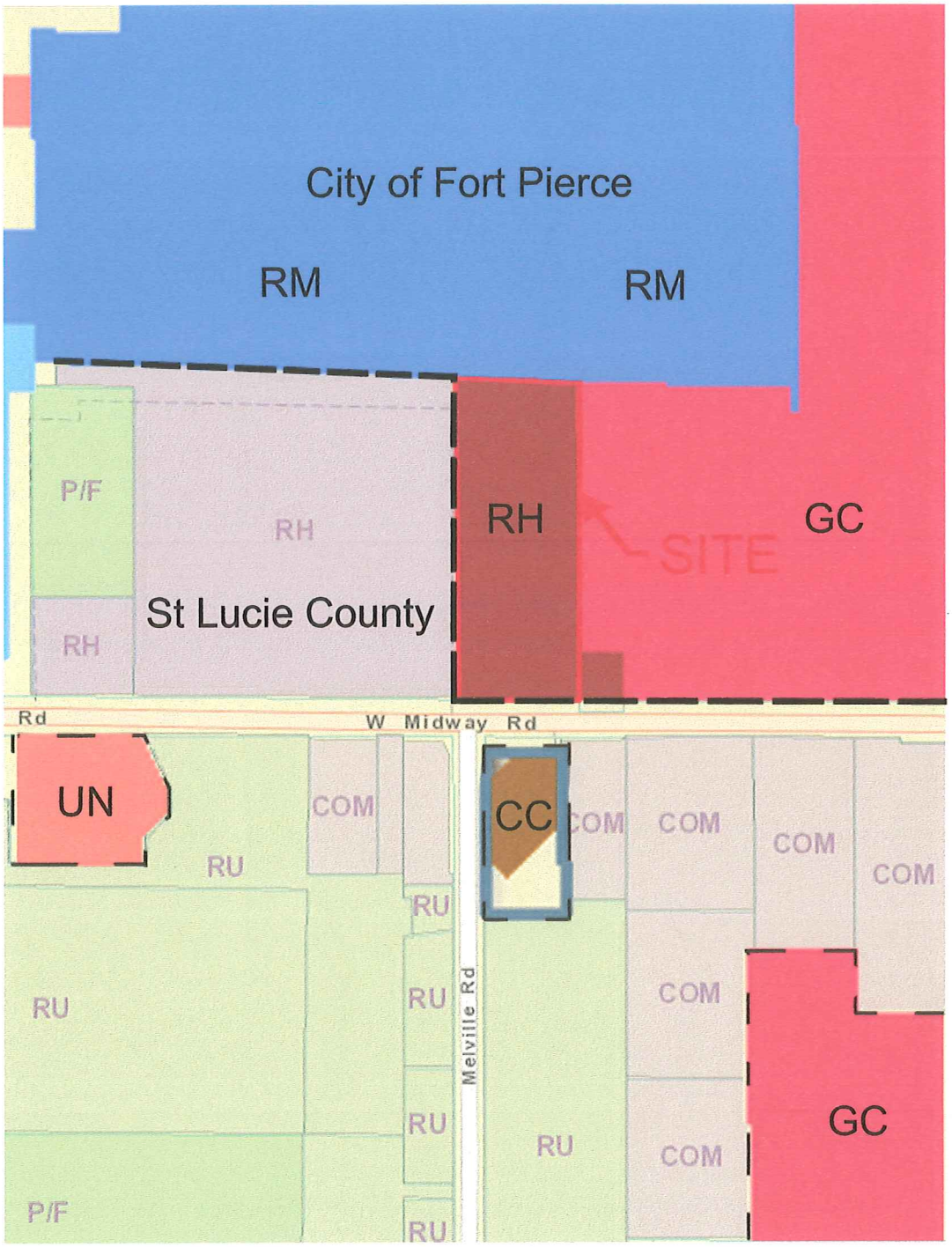
3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

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LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Future Land Use Map

RH



12/22/2016

Property Identification

Site Address: 604 W MIDWAY RD
Sec/Town/Range: 03/36S/40E
Map ID: 34/03N
Zoning: CN

Parcel ID: 3403-243-0001-000-0
Account #: 38747
Use Type: 1900
Jurisdiction: Fort Pierce

Ownership

604 Midway LLC
7745 Dawson CT
Lake Worth, FL 33467

Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)



Current Values

Just/Market Value:	$949,700
Assessed Value:	$949,700
Exemptions:	$0
Taxable Value:	$949,700

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	6,002
Gross Area (SF):	6,577
Land Size (acres):	3.53
Land Size (SF):	153,767

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 9, 2015	3799 / 1231	0111	WD	Port St Lucie Ventures Inc	$0
Jun 23, 1997	1084 / 1740	XX04	DE	PORT ST LUCIE VENTURES INC	$62,500
Jun 23, 1997	1084 / 1738	XX04	WD		$62,500

Building Information (1 of 1)

Finished Area: 6,002 SF

Property Card

http://www.paslc.org/RECard/#/propCard/parcel/340324300010000

Gross Total Area: 6,577 SF

View:
Building Type: LROF
Grade: Y_B
Story Height: 1 Story

Exterior Data

Roof Cover: Enam Metal
Year Built: 1998
Effective Year: 1998
No. Units: 2

Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

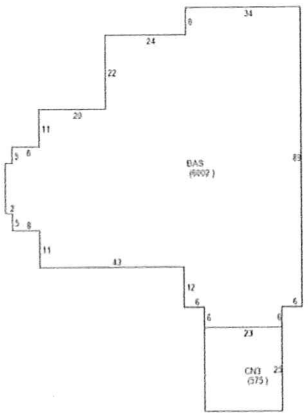
Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Tile-Quarry
Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	6002	6002	366
CN3	CANOPY	575	0	96

Special Features and Yard Items

Type	Qty	Units	Year Blt
CEMENT CURB	1	2270	1998

SINGLE LIGHT	1	4	1998
ASP2 LOW	1	17120	1998
WOOD FEN 6'	1	43	1998

Current Year Values

Current Values Breakdown

Building:	$603,700
Land:	$346,000
Just/Market:	$949,700
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$949,700
Exemption(s):	$0
Taxable:	$949,700

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	0041	19.3	Fort Pierce Stormwater Charge	$1,042.20
2013	0054	3.62	North St. Lucie Water Management District	$45.25

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	$949,700	$949,700	$0	$949,700
2015	$868,700	$868,700	$0	$868,700
2014	$868,200	$868,200	$0	$868,200

Permits

Number	Date	Description	Amount	Fee
C97-070418	Jul 24, 1997	Demolition	$2,200	$2,200
C97-080269	Sep 24, 1997	Commercial New Construction	$561,935	$561,935
C98-030197	Mar 10, 1998	Alterations/Remodeling	$2,450	$2,450
0800001805	Apr 1, 2009	Roof	$18,000	$175

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4122789 OR BOOK 3799 PAGE 1231, Recorded 10/19/2015 at 12:03 PM

Prepared By and Return To:

RICHARD K. BARRA, ESQUIRE
Scott, Harris, Bryan, Barra
& Jorgensen, P.A.
4400 PGA Boulevard, Suite 603
Palm Beach Gardens, Florida 33410
File #**47132**

Property Control No. **3403-243-0001-000/0**

THE CONVEYANCE OF THE SUBJECT PROPERTY IS PURSUANT TO A CHAPTER 11 PLAN THAT WAS CONFIRMED UNDER SECTION 1129 OF THE BANKRUPTCY CODE (TITLE 11 U.S.C.) PRIOR TO THE DATE OF THE TRANSFER OF THE SUBJECT PROPERTY AND, AS SUCH, IS NOT TAXABLE.

WARRANTY DEED

THIS WARRANTY DEED, made this 9th day of October, 2015,

between **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**

hereinafter called the Grantor,

whose mailing address is **7210 Reserve Creek Drive, Port St. Lucie, Florida 34986**

to **604 MIDWAY LLC, a Florida limited liability company**

hereinafter called the Grantee,

whose mailing address is **7745 Dawson Court, Lake Worth, Florida 33467**

(Wherever used herein the terms "Grantor" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirm unto the Grantee, all that certain land situate in the County of **St. Lucie,** State of Florida, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year **2015** and the years subsequent thereto; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

(print name of witness)

Witness

(print name of witness)

PORT ST. LUCIE VENTURES, INC.,
a dissolved Florida corporation

By: _____
RONALD H. WOODY, III
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by **RONALD H. WOODY, III,** as President, of **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**, on behalf of the corporation.

(SEAL) KATHLEEN M. BRANDON MY COMMISSION EXPIRES January 5, 2019 #FF 184743 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

(Print Name)
My Commission Expires: 01-05-19
Commission No.: FF184743

Personally Known _____ OR Produced Identification √
Type of Identification Produced FL DRIVER'S LICENSE

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Beginning at a stake 1360 feet East of the center of Oleander Avenue and Midway, according to the map of White City; thence North 670 feet; thence East 100 feet; thence South 670 feet; thence West 100 feet to the point of beginning: said land lying in and comprising a part of the W 1/2 of SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

Beginning 1460 feet East of the center of Oleander Avenue and Midway in the Town of White City; run thence North 670 feet; thence East 190 feet; thence South 670 feet; thence West 190 feet; to the point of beginning; said land lying in and comprising a part of the W 1/2 of the SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

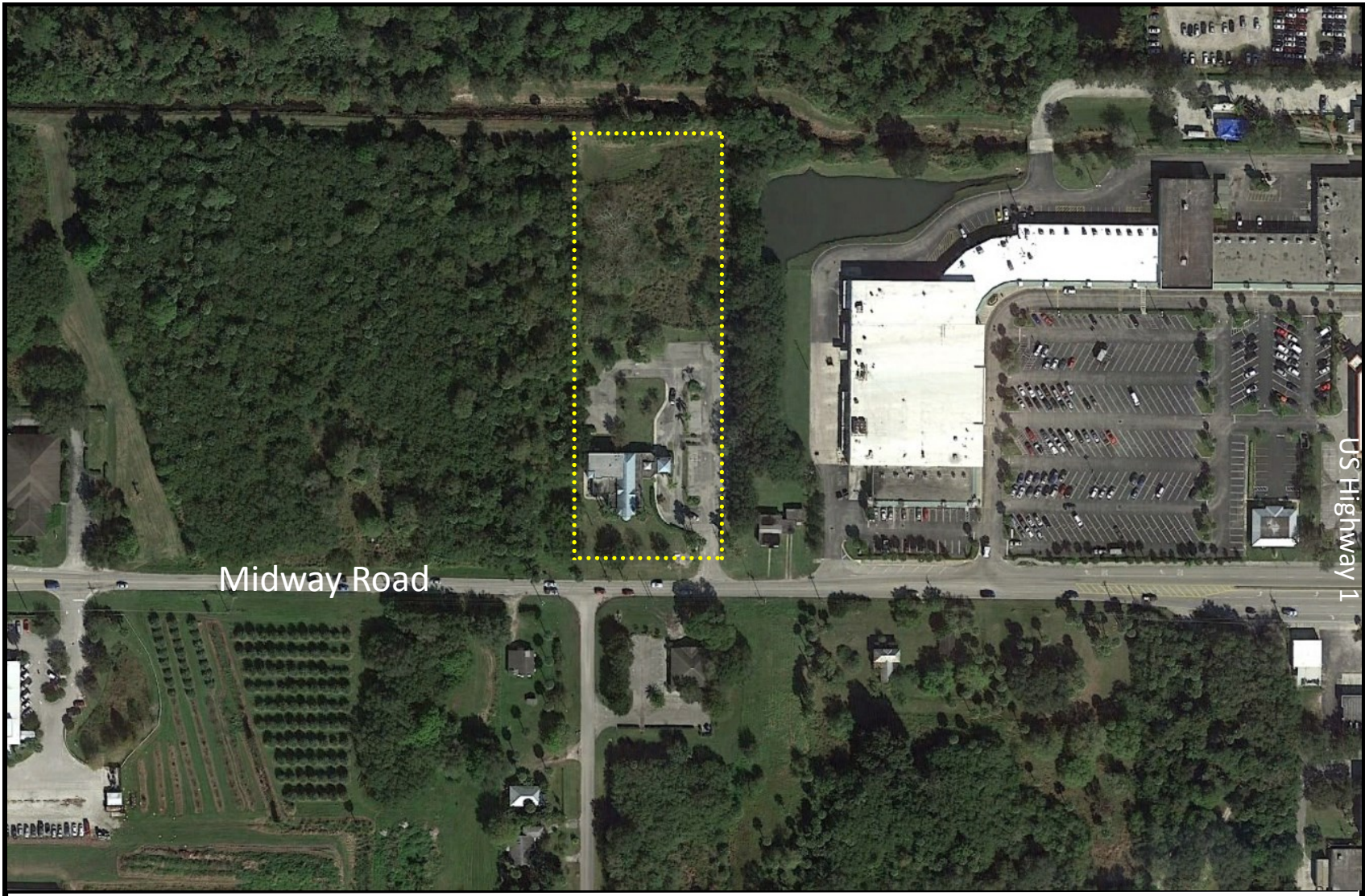
Beginning at a point 1650 feet East of the center of Oleander Avenue and Midway, according to the map of White City, thence North 670 feet, thence East 40 feet, more or less, to the West boundary of land of Tropical Development Company; thence South 670 feet; thence West 40 feet, more or less, to place of beginning; all in Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

LESS AND EXCEPT from the above described parcel that portion thereof conveyed in Deed Book 143, Page 321, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 761, Page 1911, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3749, Page 475, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3787, Page 218, of the Public Records of St. Lucie County, Florida.

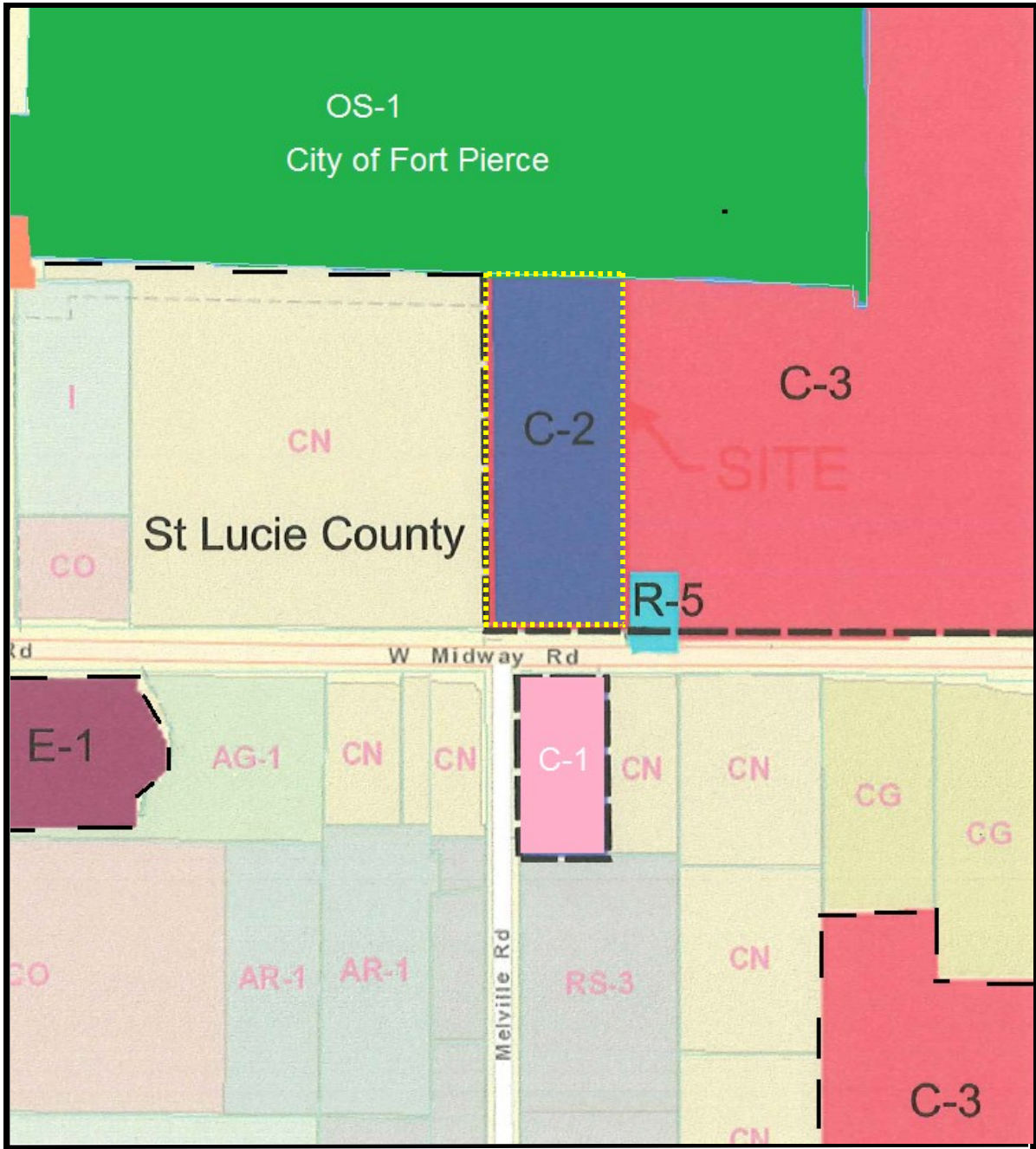


THE SUNRISE CITY
FORT PIERCE
Florida

604 Midway Road

Site Aerial

N
W
E
S



Treasure Coast Recovery Center – Zoning Map

604 Midway Road

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes
OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, FEBRUARY 14, 2017 IN ST. LUCIE, COMMISSION CHAMBERS, 2300 VIRGINIA AVENUE, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mr. Weaver and Mr. Dahan arrived at 6:05 PM.

Present: **Marcia Baker**; **Al Bernetti**; **Mike Dahan**; **John George**; **Tim O'Connell**; **Robert Poitier**; **Steve Weaver**; **Bob Burdge**, **Chairman**

Absent: **Eloise Cumings**; **Frank Creyaufmiller**; **Brian Paul**; **Charles Hayek**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Motion was made by Marcia Baker, and seconded by Al Bernetti to approve the absences of Mr. Hayek, Mr. Paul, Mr. Creyaufmiller and Ms. Cumings.

AYE: **John George**, **Tim O'Connell**, **Robert Poitier**, **Marcia Baker**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernett and Mr. Weaver were made voting members for the meeting.

d. **Zoning Atlas Amendment - Treasure Coast Recovery Centers - 604 Midway Road**

Mr. Benton gave an overview of the application and Mike McCarty, Applicant, provided additional information.

Motion was made by John George, and seconded by Al Bernetti to forward a recommendation of approval for the proposed amendment.

AYE: **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Chairman Bob Burdge**

Passed

e. **Conceptual Development Plan - Treasure Coast Recovery Centers – 604 Midway Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding parking, recent drug rehabilitation approvals and certificate of need.

Mike McCarty, Applicant, provided details on the Conceptual Development Plan.

Motion was made by John George, and seconded by Robert Poitier to forward a recommendation of approval for the conceptual parameters of the proposal.

AYE: **Steve Weaver**, **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Chairman Bob Burdge**

Passed

f. **Preliminary Plat - Portofino Landings - 4712 Okeechobee Road**

Ms. Grohall stated a revised staff report was given out at the meeting and the approval changed slightly to an approval with a condition.

Mr. Gilmore gave an overview of the application..

George Cipero, Representative, explained the additional tracts on the plat and answered questions from the Board regarding the history of Portofino Landings.

Ms Grohall stated the site plan was amended in 2008 from condominiums to apartments.

Motion was made by John George, and seconded by Robert Poitier to approve the item with the condition that the Engineering Department's comments are satisfied prior to being scheduled for City Commission.

AYE: **Marcia Baker**, **Al Bernetti**, **Mike Dahan**, **John George**, **Tim O'Connell**, **Robert Poitier**, **Steve Weaver**, **Chairman Bob Burdge**

Passed

g. **Recommendation for the Sale of City Property - 505 N. 7th Street**

Ms. Grohall gave an overview of the property and the contracts received. Ms. Grohall answered questions from the Board regarding deposits, compatibility with existing zoning, use of the building, pre-approvals and realtor marketing efforts to the Longshoreman Association.

Ms. Baker provided in depth research on the buyers for the property. Board discussion ensued.

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

FEB 24 2017
FINANCE DEPARTMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FT PIERCE/LEGALS	1489672	Meeting: 3/6/17: ORD 17-00X	Meeting: 3/6/17

Pub Dates
February 19, 2017

Sworn to and subscribed before me this day of, February 20, 2017, by

Sherri Cipriani, who is

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren
Sandra Coldren **Notary Public**

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

ORIGINAL

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Sunday, February 19, 2017

Ad Number: 1489672
Insertion Number: N/A
Size: 1 Col x 106 ag
Color Type: N/A

Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): F-3-All
Description: Meeting: 3/6/17: ORD 17-00X

Public Notices

PLACE: Port St. Lucie High School, Jaguar Gymnasium, 1201 Jaguar Lane, Port St. Lucie, Florida 34952.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Presentation of the proposed unit management plan update for Savannas Preserve State Park.

A COPY OF THE AGENDA MAY BE OBTAINED BY CONTACTING: Christopher Vandello, Park Manager, Savannas Preserve State Park, 2541 Walton Road, Port St. Lucie, Florida 34952, PH # (772) 398-2779 or email Christopher.Vandello@dep.state.fl.us. A copy of the draft plan and agenda are available before the date of the public meeting online at https://www.fldepnet.org/public-notices.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 48 hours before the meeting by contacting: Christopher Vandello as listed above.

If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Pub: February 19, 2017
TCN 1482484

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 9-97 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 6, 2017, hold a Public Hearing in the Fort Pierce City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida 34950, at their meeting which begins at 6:30 p.m., to consider the following:

Application submitted by Adolfina Avellaneda to operate, Taqueria Dos Hermanos; a Mobile Food Truck at 1702 Delaware Avenue, Fort Pierce, Florida. Said use requires a waiver from Sec. 9-111(b)(1) to operate within 500 feet from a similar type business.

All interested parties may appear at the meeting and be heard with respect to the Application. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFortPierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

Linda W. Cox, City Clerk
Pub: February 19, 2017
TCN 1487181

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 of Florida State Statutes, will on Monday, March 6th, 2017 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1) ORDINANCE NO. 17-00X - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY LOCATED AT 604 MIDWAY ROAD, FROM NEIGHBORHOOD COMMERCIAL, C-2, TO OFFICE COMMERCIAL, C-1; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2) Application for Conceptual Development Plan submitted by property owners, 604 Midway LLC and representative Mike McCarty of McCarty & Associates, which conceptualizes establishment of a Drug and Alcohol Treatment Center at 604 Midway Road, Fort Pierce, FL. The property is zoned Neighborhood Commercial, C-2, and currently being considered for rezoning to Office Commercial, C-1. Parcel ID: 3403-243-0001-000-0.

3) Application for Conditional Use with no new construction submitted by property owners, First United Methodist Church of Fort Pierce Inc., and application, Sherria Baptiste, to operate a Kindergarten through 8th grade private Christian Academy that will accommodate 135 students at 616 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial, C-3. Parcel ID: 2410-606-0007-000-4.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

Linda W. Cox, City Clerk
Pub: February 19, 2017
TCN 1489672

Request for Bids

ST. LUCIE COUNTY
EROSION DISTRICT ST. LUCIE COUNTY, FLORIDA

CALL FOR BIDS

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until 3:00 P.M. local time on Wednesday, March 22, 2017, for the following:

BID No. 17-015
Emergency Beach and Dune Restoration & Miscellaneous Beach Services

Request for Bids

ST. LUCIE COUNTY
EROSION DISTRICT

Bid documents may be obtained via the Internet by using the County's web site at http://www.co.st-lucie.fl.us. If you do not have internet access, you may obtain the documents by calling DemandStar by Onvia at 800-711-1712 and request document number 17-015 or contact the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462 1700.

Bids may be either mailed or hand delivered to the St. Lucie County Purchasing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any bids received after the above stated time will be returned to the bidder unopened.

A VOLUNTARY PRE-BID CONFERENCE will be held in the Purchasing Conference Room, located in the Roger Poitras Administration Annex, 2300 Virginia Avenue, 2nd floor, Fort Pierce, FL at 10:00 A.M. on Monday, March 6, 2017.

The St. Lucie County Erosion District Board reserves the right to waive any informalities or minor irregularities; reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Addenda information, Bid Results and other information visit the St. Lucie County Purchasing Web Site at http://www.co.st-lucie.fl.us

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Pub: February 19, 2017
TCN 1485373

BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

INVITATION TO BID

Sealed bids will be received at the Purchasing Division, 2300 Virginia Avenue, Fort Pierce, FL 34982, until 10:00 A.M. local time on Monday, March 20, 2107, for the following:

Bid No. 17-019
KINGS HIGHWAY AND INDRIO ROAD INTERSECTION IMPROVEMENTS

A MANDATORY pre-bid conference will be held on Wednesday, March 1, 2017 at 10:30 A.M. in the Conference Room of the St. Lucie County Engineering Division, 2nd Floor, 2300 Virginia Avenue, Fort Pierce. At this time, the Engineer will be available to answer questions concerning the project requirements.

Bid documents may be obtained via the internet by using the County's website at http://www.co.st-lucie.fl.us. If you do not have internet access, you may obtain the documents by calling DemandStar by Onvia at 800-711-1712 and request document number No. 17-019 or contact the Office of the Purchasing Manager at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Bids may be mailed or hand delivered to the St Lucie County Purchasing Division, 2300 Virginia Avenue, 2nd Floor Rm. 228, Fort Pierce, FL 34982. Any bids received after the above stated time will be returned to the bidder unopened.

All Bidders shall provide proof that they are State Certified or State Registered, and a State Registered License shall be based on the possession of a St. Lucie County Certificate of Competency. Specialty contractors shall be required to provide proof of having obtained a St. Lucie County Certificate of Competency. Possession of either a State Certification or County Competency card must accompany the bid. It is the responsibility of the bidder to confirm that they have all the proper licenses to perform the work. If the bidder has any uncertainty, they should submit their licenses to the Engineering Division of St. Lucie County, telephone (772) 462-1707 for review prior to bidding.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFPs, Bid Results and other information visit the St. Lucie County Purchasing Web Site at http://www.co.st-lucie.fl.us

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners
St. Lucie County, Florida
Pub: February 19, 2017
TCN 1487190

REQUEST FOR BIDS

Archer Western Construction is soliciting quotes from suppliers/subcontractors, including qualified DBE firms to provide all labor, materials and equipment for the bidding of the St. Lucie Bridge Deck Replacement project. The Improvements under this Contract consist of replacement of existing bridge superstructure (Bridges 940115 / 940116 over CR-709 & FEC railroad, and Bridges 940122 / 940123 over Ten Mile Creek), milling and resurfacing, temporary pavement, guardrail, rumble strips, and signing and pavement markings along State Road 9 (I-95) from south of Glades Cutoff Road 3.813 miles northerly to north of Okeechobee Road (Virginia Avenue) in the City of Port St. Lucie, St. Lucie County.

All Subcontractor and Supplier quotes are due by March 2, 2017. Fax quotes to: (813) 849-7582, referencing project name and scope of work.

You can access the project at the link below:

https://secure.smartbidnet.com/External/PublicPlanRoom.aspx?Id=283108&i=1

If you have any questions, please contact Teresa Yeoman: (813) 849-7512 or tyeoman@walshgroup.com

Quotes will be evaluated on scope, price, experience, financial condition, and other pertinent factors. An Equal Opportunity Employer, Disability/Veteran

Pub: February 12, 19, 2017
TCN 179799

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS
RFQ No. 17-020

Professional Engineering Services for Construction Engineering and Inspection- Kings Highway and Indrio Road Intersection Improvements

Public Works - Engineering

Sealed Qualification packages

Services Offered

TCPALM localfieds Where local meets classifieds Place your ad with us. Call 1-877-2472407

Adult Care/Services

CAREGIVER/COMPANION
Licensed. Criminal background check available. Excellent references!
SL & MC (772) 812-7175

Compassionate & Caring Lic. Practical Nurse
Looking for private in-home care position. Sebastian & Vero Beach Areas. (717)758-7524

DAUGHTER FOR A DAY
Barefoot Bay area/Micco. Caring professional assistance. Licensed Practical Nurse. References Available. Experienced 25 plus years. Call (860)605-9205

EXP. LICENSED PRIVATE CNA
Available 3 days, 8am-8pm or day time hrs of your preference, in your home. More than 5 yrs exp. incl hospice care 760-845-2474 Sebastian. Will travel upto 25 mis.

PERSONAL, PRIVATE CARE
Do you need quality prof. help caring for your loved ones? I have 20yrs of elder care exp.Will provide quality ref. (207)509-0785

Air Cond/Heating

AIR SOURCE 1
FREE Estimates
FREE Service Call
Check your A/C
Winter Special $29.95
772-626-7604 SL MC

DYNAMIC AIR
FREE ESTIMATES
$2,995 - 15 Seer System
Up to 2 Tons; 772-567-2185
Lic# CAC1818454 IR,SL,MC

GILLIS A/C - 38 Yrs Exp; New AC & Heating Systems on Sale; Call for Quote.
LIC # RA0066894 /INS
(772) 215-5346 MC SL

Carpet/Floor Covering

HINTON'S CARPET CLEANING
3 Rooms, $100, 1st floor Tile & grout cleaning.
772-562-7262 IRC

RAY'S CARPET REPAIRS & INSTALLATION
Same day service
Free estimate. Lic#1953
772-571-6353 IR

Child Care Services

BABY SITTING
8am-5pm 7days/wk, brkfst, lunch, dinner Inc., $30/day Will care for your child like a Grandmother! (954)773-3231

Cleaning Services

BRAZILIAN SUPER CLEANING
My Goal Is Quality & Your satisfaction, free est. great References
772-206-6623

Wheels/Recreation
Buy & Sell fast!
Powered by localfieds

Cleaning Services

HUSBAND & WIFE TEAM
Family business providing residential house cleaning exterior. 30 yrs exp. Exc refs. Call us to make your home sparkle & shine! Doug's House Cleaning. (508)935-9273; Email dougo3456@gmail.com IR

I DO CLEANING
Honest & Reliable
From Top To Bottom
Free Est/Great References
772-708-7393 SL MC IR

SAILFISH CLEANING SERVICE
Reliable, Trustworthy Office & House Cleaning. Great Service, lic & ins. Please Call 772-200-9357

Cleanup/Hauling

DANIEL'S HAULING
Haul All: Trash, Brush, Junk, Anything - Garage/Shed Cleanout, 7 days a week
IR SL MC (772) 812-2500

Clock Repair

CLOCKS BY HOLLIS
Repair & Sales
1445 Village Green Dr.
Port St. Lucie (772)335-2507

Computer Services

AAA ARON'S COMPUTER SERVICE
Dell, HP, and A+ Certified, 20 yrs on Treasure Coast. Home Srvc Call - $55 (772) 475-7887

FIX ALL COMPUTER PROBLEMS FOR LESS
Call Brian 772-301-8844

Concrete/Masonry Work

ALL CONCRETE
Driveways/Patios/Brickpavers/Block
Odom Construction 473-0046
BC018696 IR SL

JERRY RIPPLE STUCCO
Commercial/Residential
Quality work. 40 yrs experience
Lic#3192 IR (772) 564-0392

JOHNNY'S
Concrete, driveways, sidewalks & patio repairs
New or Old
Lic 772-672-4353 Ins

ROY CLARK CONCRETE
Patios, Sidewalks & Driveways. Lic #7999 Ins. www.royclarkconcrete.com
(772) 633-6057 IR

Contractors/Builders

JOHNSON
Remodel, Repairs, Carpentry, Room Additions, also Concrete Patios & Driveways
Lic 772-672-4353 Ins

Contractors/Builders

Renovation Remodel
Room Additions
772-919-2830
Kitchens, custom bathrooms, flooring, painting, doors, windows, wood decks
New Construction, Inc.
CGC 015735 Lic/Ins

Electric Providers

Florida State Electric
Commercial/Residential
Call Alan 772-539-1574
Lic. #EC13004823

TROY GIOVENGO ELECTRICAL SRVCS
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J. KING'S SERVICES, INC.
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772-567-0245 or
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KIERSTEAD CUSTOM CONCEPTS
Custom Steel Fabrication & Repair
1909 SW Biltmore St PSL 34984
Call James (772) 260-3710

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Window Cleaning
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City Commission Regular Meeting **11.b.1.**

Meeting Date: 03/20/2017

Re: Ordinance 17-008 -Request for Annexation -Collins Corner -2498 Edwards Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Ordinance 17-008 - Extending the territorial limits of the City of Fort Pierce, Florida to include property located at 2498 Edwards Road. SECOND READING

SUMMARY:

- The applicant is requesting a voluntary annexation of the property (Parcel ID 2421-333-0001-000-9) located at 2498 Edwards Road, which is at the northeast corner of Edwards Road and 25th Street.
- The property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the FPUA service area.
- The proposed voluntary annexation is consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.
- St. Lucie County has been notified of the annexation request and the advancement of this action to Ordinance.
- The Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

If the City approves annexation of this parcel with a taxable value of $196,100, the approximate ad-valorem tax revenue annually to the City of Fort Pierce, is $1,290 depending on the millage rate per year, which currently is 6.5786.

Attachments

Proposed Ordinance 17-008
Staff Report
Application & Supporting Documents
Aerial & Zoning Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/01/2017 02:25 PM

Form Started By: Kori Benton
Started On: 02/23/2017 09:45 AM
Final Approval Date: 03/07/2017

ORDINANCE NO. 17-008

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTY LOCATED AT **2498 EDWARDS ROAD**, SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2017; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, set forth a procedure for Municipal Annexation;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality, and;

WHEREAS, the owner or owners have submitted an application petitioning the Fort Pierce to be annexed to the municipality; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended, as depicted on Exhibit “A”, attached hereto and incorporated herein; to annex to the said City:

Parcel ID: 2421-333-0001-000-9: SOUTH 395.97 FEET, OF THE WEST 219.98FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET, FOR ROAD RIGHT-OF-WAY AND LESS THE WEST 40 FEET, LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPTING
THE WEST 10 FEET, OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET AND THE WEST 40 FEET, FOR ROAD RIGHT OF WAY. ALL LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
AND LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:
A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89'57'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 50.03 FEET; THENCE NORTH 02'1 0'51" WEST, DEPARTING

SAID SOUTH LINE, A DISTANCE OF 40.03 FEET TO A POINT OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD, BEING THE POINT OF BEGINNING. THENCE NORTH 02'1 0'51" WEST, ALONG SAID EASTERLY RIGHT -OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 46'06' 44" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 28.81 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD; THENCE SOUTH 89'57'23" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

Said property containing 1.39 acres, more or less.

and further depicted on Exhibit "B", attached hereto and incorporated herein; said properties being generally located at 2498 Edwards Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2017 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in the St. Lucie Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned C-3, General Commercial, and assigned a future land use designation GC, General Commercial, as depicted on Exhibit "C" attached hereto and incorporated herein.

SECTION 5. 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 6. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
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. 16-029 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes

in the St. Lucie News Tribune on Thursday, February 23rd, 2017 and Thursday, March 2nd, 2017; 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 March 6th, 2017; and was duly introduced, read by title only, and passed on second and final reading March, 20th 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 21st day of March, 2017.

_____

MAYOR COMMISSIONER

_____

CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

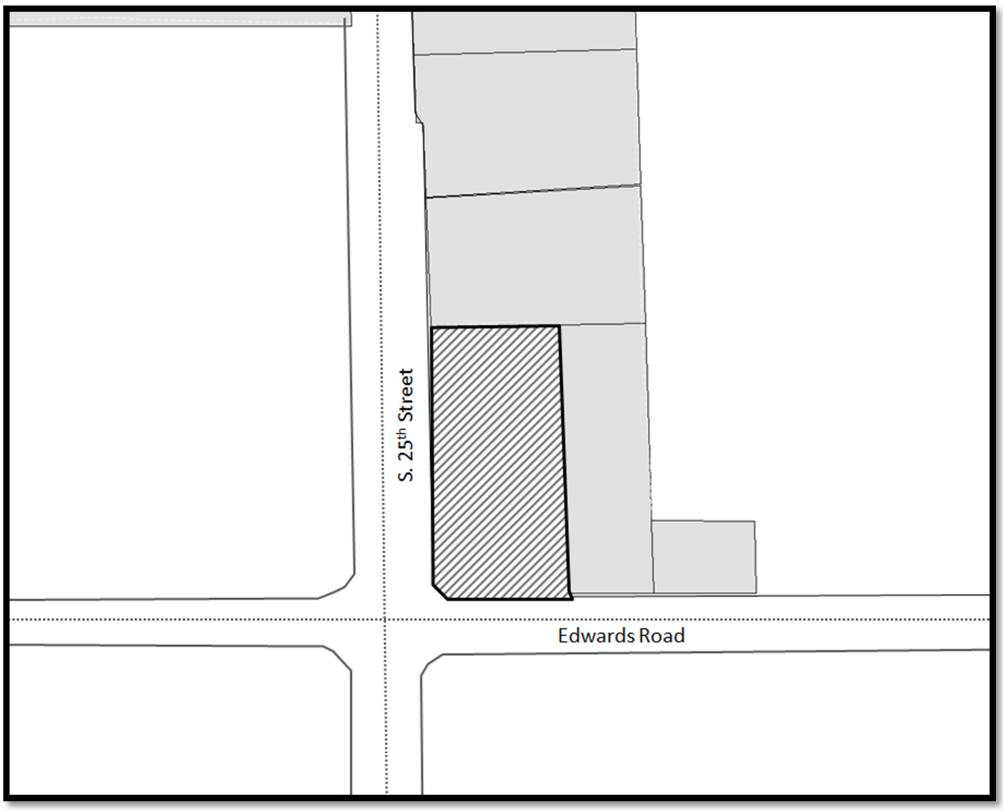
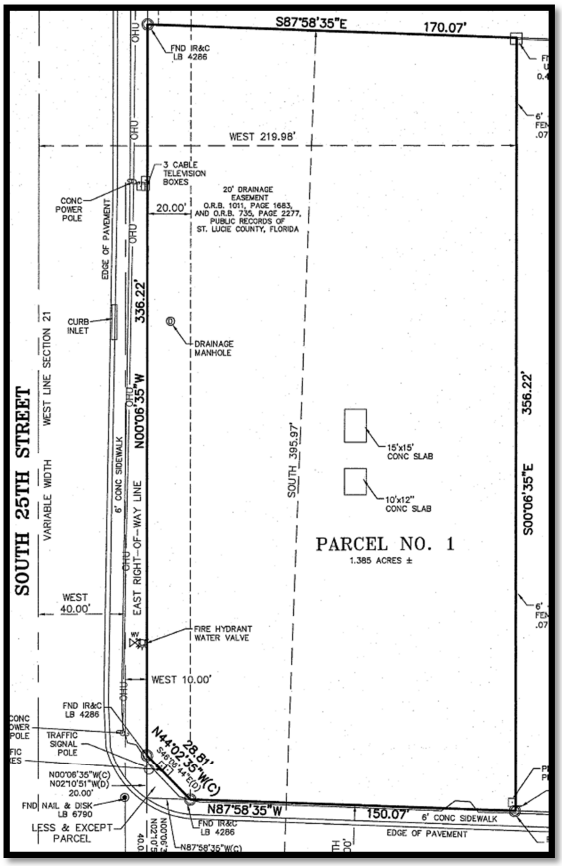


EXHIBIT B
Sketch & Legal Description of Subject Property

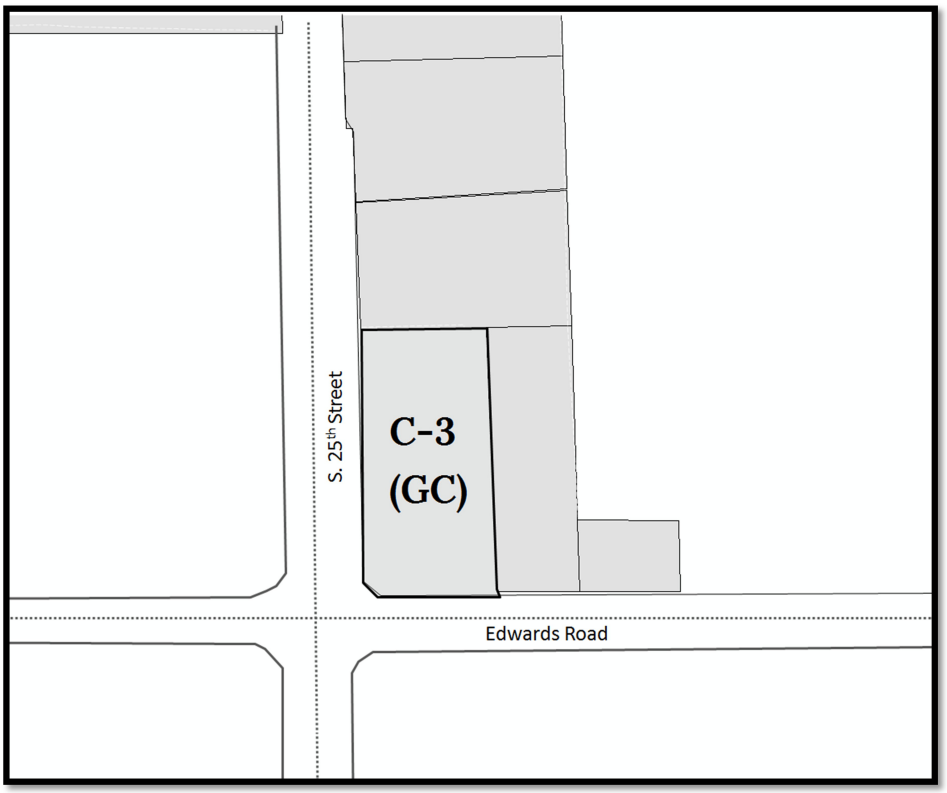


Parcel ID: 2421-333-0001-000-9: SOUTH 395.97 FEET, OF THE WEST 219.98FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET, FOR ROAD RIGHT-OF-WAY AND LESS THE WEST 40 FEET, LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPTING
THE WEST 10 FEET, OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET AND THE WEST 40 FEET, FOR ROAD RIGHT OF WAY. ALL LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
AND LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:
A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89'57'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 50.03 FEET; THENCE NORTH 02'1 0'51" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 40.03 FEET TO A POINT OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AND THE NORTHERLY RIGHT -OF-WAY LINE OF EDWARDS ROAD, BEING THE POINT OF BEGINNING. THENCE NORTH 02'1 0'51" WEST, ALONG SAID EASTERLY RIGHT -OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 46'06' 44" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 28.81 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD; THENCE SOUTH 89'57'23" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

said properties being generally located at 2498 Edwards Road in Fort Pierce, Florida. Said property containing 1.39 acres, more or less.

EXHIBIT C

Zoning & Future Land Use Designation Assignment



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Ordinance 17-008 -Request for Annexation
Collins Corner
2498 Edwards Road

DATE: February 23, 2017

STAFF REPORT

Owner/Applicant: Carroll and Janet Collins
PO Box 4114
Fort Pierce, FL 34948

Requested Action: Approval of the proposed annexation; designating the property as C-3, General Commercial Zoning; and GC, General Commercial Future Land Use

Location: 2498 Edwards Road

Parcel Ids: 2421-333-0001-000-9

Current Zoning: CG, General Commercial (County)

Current Future Land Use: COM, General Commercial (County)

Proposed Zoning: C-3, General Commercial

Proposed Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
CO (FP)	C-2 (FP)	CN (SCL)	CG (SCL)

Surrounding FLU:

RM (FP)	RM (FP)	RU (SLC)	COM (SLC)

Parcel(s) Size: 1.39 acres

Staff Analysis:

The applicant is requesting a voluntary annexation of the property (Parcel ID 2421-333-0001-000-9) located at 2498 Edwards Road, which is at the northeast corner of Edwards Road and 25th Street.

The applicant is further requesting that the City grant the C-3, General Commercial zoning designation as a continuation of its current County zoning of CG, General Commercial. The requested Future Land Use designation of GC, General Commercial will also be comparable to the St. Lucie County Future Land Use designation of COM, General Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the FPUA service area.

This proposed voluntary annexation is also consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

As a note, the applicant also owns the .92 acre property immediately to the east of the subject parcel, which is located in the City. That property is concurrently undergoing review for proposed rezoning C-3, General General. It is the applicant's desire to have both of these parcels located within the City limits with a Zoning and Future Land Use designation of Commercial General.

To have a combined 2.31 acre commercial parcel at the heavily traveled intersection of Edwards Road and 25th Street is appropriate and consistent with the City's Comprehensive Plan, as the site is subject to significant traffic exposure and impact.

Furthermore, the corner property across 25th Street to the west is Commercial General as is the corner property to the south, across Edwards Road. Both are developed with gas stations as their existing use.

If the City approves annexation of this parcel with a taxable value of $196,100, garnering approximate ad-valorem tax revenue of $1,290 annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.5786. Future commercial development of this parcel would bring higher value and associated revenue.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation consistent with the following Objectives and Policies:

Objective 1.12 of the Comprehensive Plan:

"Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary.

Policy, 1.12.1 of the City Comprehensive Plan:

"The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. *The ability of the City to provide public services at a level equal to or better than that available from the current service providers;*
2. *The ability of the City to provide public services at the City's adopted levels of service;*
3. *Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and*
4. *Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"*

By eliminating irregularities along the City's boundary, the adoption of this property into the City helps to provide efficient public service provisions.

Policy 1.12.5 of the City's Comprehensive Plan:

> *"Properties annexed shall receive a land use designation compatible with the SLC future land use designation assigned, unless otherwise approved by the City Commission."*

The applicant is requesting that the Zoning and Future Land Use designations remain consistent with the current County designations, and is therefore consistent with this Policy.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities and the elimination of the municipal boundary irregularities to improve service delivery.

TRC Comments:

No comments or objections from the corresponding TRC members.

Planning Board Recommendation:

The Planning Board, at their October 11th, 2016 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

As proposed, the annexation meets the applicable standards and is consistent with the Comprehensive Plan; Staff recommends approval of Ordinance 17-008 annexing the subject property.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (12) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)
- Unity of Title Control for Multiple Properties (if applicable)

1. Address: 2498 Edwards Road, Fort Pierce, FL 34982
2. Legal description of real property for which annexation is being requested:
   See Attached

   Property Tax ID: 2421-333-0001-0009
3. Size of described property: 1.39 acres
4. Project description: 25th + Edwards Corner
5. Current St. Lucie County Future Land Use Designation: COM
6. Current St. Lucie County Zoning: CG
7. Is this a Historic property? No
8. Appraised value: #196,100
9. Name of Owner(s): Carroll Collins and Janet Collins

   Signature of Owner(s): Janet Collins
   Mailing Address: P.O. Box 4114
   City Fort Pierce State FL Zip 34948
   Phone 772-461-2245 Fax 772-461-3887

10. Name of Representative: _____

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____ Fax _____
E-mail: _____

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if pother than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Janet L. Rieck-Collins

Property Owner(s) Signature(s)

STATE OF FLORIDA – St. Lucie COUNTY
The foregoing instrument was acknowledged before me this 5 day of November, 20 14, by Janet L. Rieck-Collins who is personally known to me ~~or has produced~~ _____ ~~as identification.~~

Lisa M.J. Grose
Signature of Notary

NOTARY PUBLIC-STATE OF FLORIDA
Lisa M.J. Grose
Commission # EE070088
Expires: MAR. 03, 2015
BONDED THRU ... BONDING CO., INC.

(seal)

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3701294 OR BOOK 3386 PAGE 2811, Recorded 05/07/2012 at 01:34
Doc Tax: $1435.00

This Instrument Prepared by and Return to:
Denise Jenkins
Merit Title, Inc.
628 Colorado Avenue
Stuart, Florida 34994
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
2421-333-0001-000/9

WARRANTY DEED

COPY

This Warranty Deed Made the **1st day of May, 2012**, by **Terpening Holdings, LLC, a Florida limited liability company**, and having its place of business at **2980 S 25 St, Fort Pierce, Florida 34981,** hereinafter called the grantor,

to **Carroll Collins and Janet Collins, husband and wife,** whose post office address is: Post Office Box 4114 Ft. Pierce, FL 34948, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of **$205,000.00** Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, Florida, viz:

The South 395.97 feet of the West 219.98 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 LESS the South 40 feet for road right-of-way and LESS the West 40 feet, lying and being in Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida.

LESS AND EXCEPT

The West 10 feet of the following described parcel: The South 395.97 feet of the West 219.98 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 LESS the South 40 feet for road right-of-way and LESS the West 40 feet, lying and being in Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND LESS

A parcel of land situated in Section 21, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of said Section 21; thence North 89°57'23" East, along the South line of said Section 21, a distance of 50.03 feet; thence North 02°10'51" West, departing said South line, a distance of 40.03 feet to a point of the intersection of the Easterly right of way line of South 25th Street and the Northerly right of way line of Edwards Road, being the Point of Beginning.

Thence North 02°10'51" West, along said Easterly right of way line, a distance of 20.00 feet; thence South 46°06'44" East, departing said Easterly line, a distance of 28.81 feet to the said Northerly right of way line of Edwards Road; thence South 89°57'23" West, along said Northerly line, a distance of 20.00 feet to the Point of Beginning.

COPY

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2011, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Terpening Holdings, LLC, a Florida limited liability company

Witness Signature: Cynthia M. Sowerby
Printed Name: Cynthia M. Sowerby

BY: Sherry Terpening
Sherry T. Terpening as Manager

Witness Signature:
Printed Name: Roberto Cabrera

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of May 2012, by **Sherry T. Terpening as Manager of Terpening Holdings, LLC, a Florida limited liability company**, on behalf of the partnership. She is personally known to me or who has produced driver license(s) as identification.

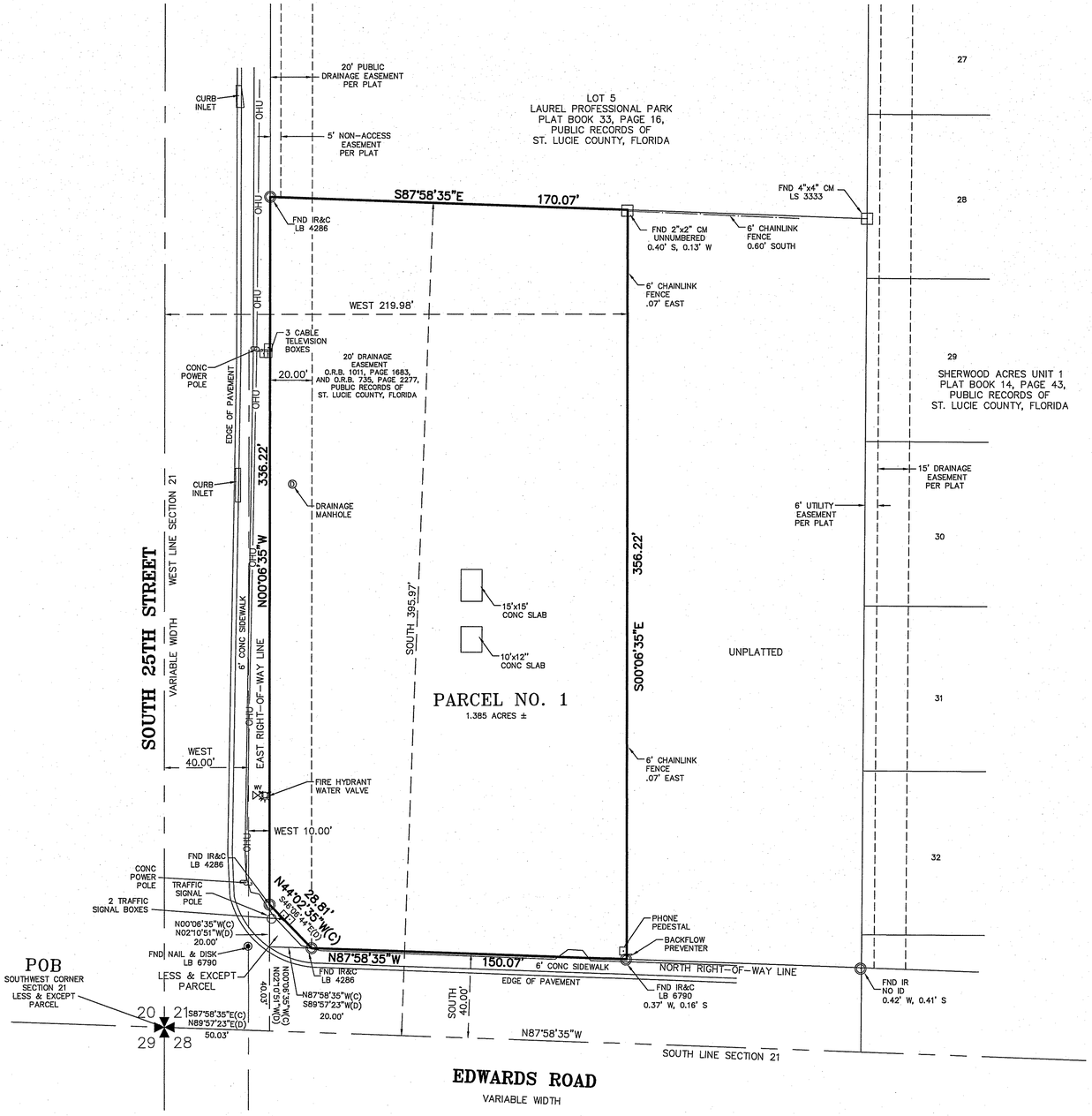
My Commission Expires:

CYNTHIA M SOWERBY
MY COMMISSION # DD899656
EXPIRES August 09, 2013
(407) 398-0153 FloridaNotaryService.com

Cynthia M. Sowerby
Notary Public – State of Florida

COPY

COPY



GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

NORTH

LEGAL DESCRIPTION

THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET, FOR ROAD RIGHT-OF-WAY AND LESS THE WEST 40 FEET, LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING

THE WEST 10 FEET, OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 395.97 FEET, OF THE WEST 219.98 FEET, OF THE WEST ONE-HALF, OF THE WEST ONE-HALF, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, LESS THE SOUTH 40 FEET AND THE WEST 40 FEET, FOR ROAD RIGHT OF WAY. ALL LYING AND BEING IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°57'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 50.03 FEET; THENCE NORTH 02°10'51" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 40.03 FEET TO A POINT OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD, BEING THE POINT OF BEGINNING. THENCE NORTH 02°10'51" WEST, ALONG SAID EASTERLY RIGHT-OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 46°06'44" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 28.81 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD; THENCE SOUTH 89°57'23" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LEGEND

(C)	DENOTES CALCULATED
(D)	DENOTES DEED
FND.	DENOTES FOUND
L.B.	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
U.E.	DENOTES UTILITY EASEMENT
P.L.S.	DENOTES PROFESSIONAL LAND SURVEYOR
I.P.	DENOTES IRON PIPE
I.R.	DENOTES IRON ROD
C.M.	DENOTES CONCRETE MONUMENT
CONC.	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
No. ID	DENOTES NO IDENTIFICATION NUMBER
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
POB	DENOTES POINT OF BEGINNING

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was July 14, 2012.
4) Overall parcel contains 1.385 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the South line of Section 21 having a bearing of N87°58'35"W (N89°57'23"E per Deed).
7) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
8) Said described property is located within an area having a Flood Zone Designation "X", on Flood Rate Map No.12111C0186 J with a date of identification of February 16, 2012, for Community Panel Number 120286 0186 J City of Ft. Pierce, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
9) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

CERTIFICATIONS

Gulfstream Business Bank;
Ticor Title Insurance Company of Florida;
Meville, Sowerby & McCARTY, P.L.; and
Terpening Holdings, LLC

MICHAEL T. KOLODZIEJCZYK,
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3864

SIGNATURE — DATE 7/14/2012

COMPUTER FILE REF.	FIELD BK./PG.
93-07map2.dwg	0812/64
12-146map.dwg	0813/15

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
UPDATED SURVEY	GLM	7-14-12

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	6-05-08
DETAILED		
CHECKED		
APPROVED		

BOUNDARY SURVEY

PREPARED FOR

CARROLL COLLINS

DATE: 6-05-2008
HORIZ. SCALE: 1"=30'
VERT. SCALE: N\A
JOB No. 12-146
SHEET 1 OF 1

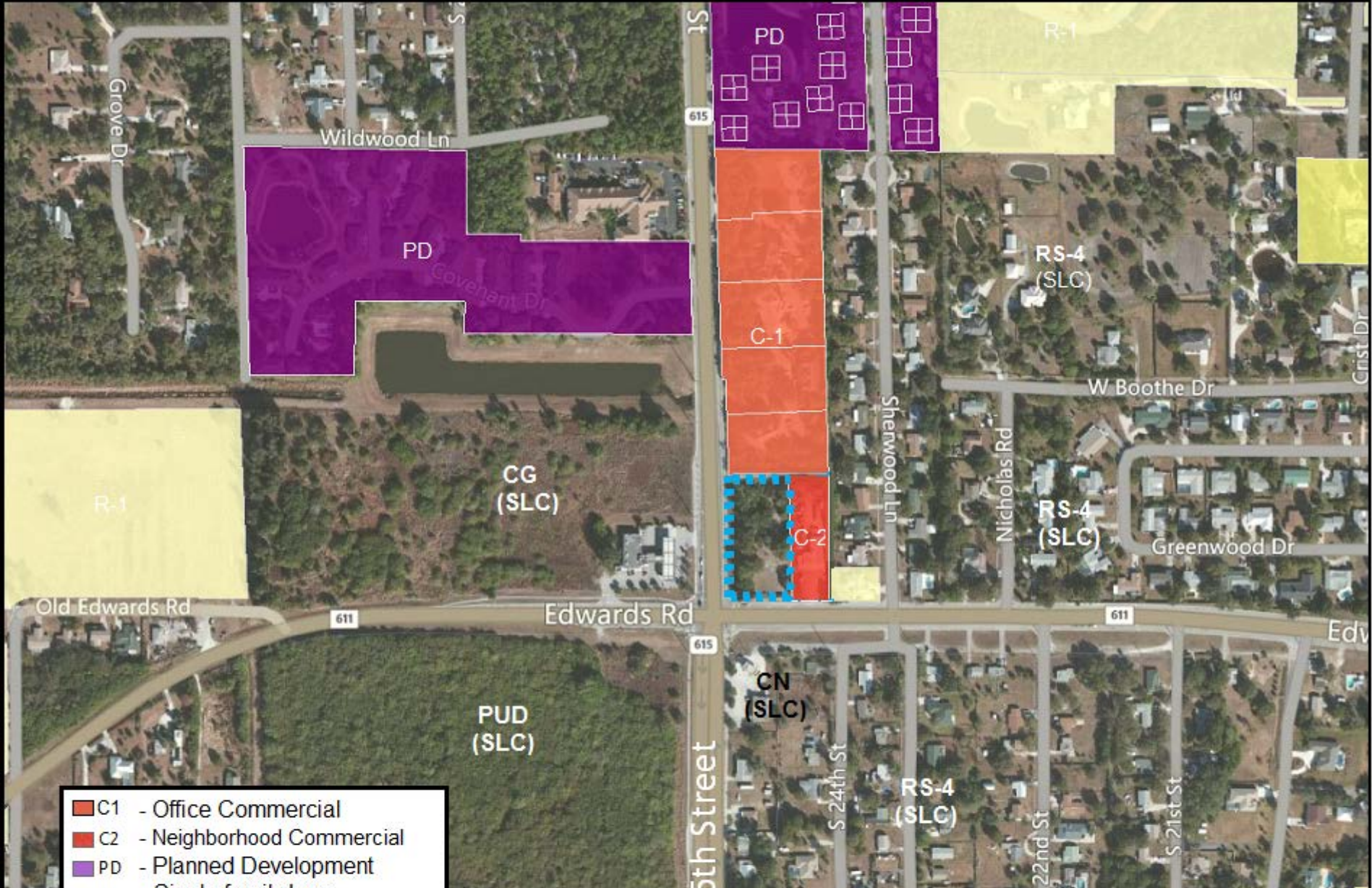
"I:\Proj-2012\12-146\Survey\12-146map.dwg, 7/16/2012 12:43:50 PM



THE SUNRISE CITY
FORT PIERCE
Florida

Carroll Collins – Aerial

Edwards Road



Carroll Collins – Zoning Map

Edwards Road

City Commission Regular Meeting **11.b.2.**

Meeting Date: 03/20/2017

Re: Ordinance No. 17-009, Amending the 2015-2016 Budget

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Ordinance No. 17-009 - Final Budget Amendment of the General Fund 2015-2016 Budget. FIRST READING

SUMMARY:

The General Fund budget is being amended to adjust budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

City Commission approve the budget amendment ordinance.

ALTERNATIVES:

None

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Clerk for Advertising

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

OTHER INFORMATION:

See attached schedules for fiscal impact.

Attachments

FY 2016 Budget Amendment Ordinance

General Fund Budget Amendment

Amendment Explanations

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/10/2017 10:02 AM
City Manager	Nick Mimms	03/15/2017 05:19 PM
Form Started By: Queen Thompkins		Started On: 03/07/2017 09:30 AM
Final Approval Date: 03/15/2017		

ORDINANCE NO. 17-009

AN ORDINANCE **AMENDING THE 2015-16 BUDGET** OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNED AS THE **2015-16 FINAL BUDGET AMENDMENT**. THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Budget of the City of Fort Pierce, Florida for the year 2015-16 be amended by increasing or decreasing various items as set out in the schedule, hereto attached and made a part hereof and designed as the 2015-16 final budget amendment and that the City Manager and Director of Finance are hereby instructed and directed to transfer said funds to said accounts and increase and decrease in conformity with said schedule.

SECTION 2. This ordinance shall become effective upon passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
James Messer, Esq.
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. 17-009 was duly advertised by title only in the St. Lucie News Tribune on Friday, March 10, 2017; 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 March 20, 2017; and was duly introduced, read by title only, and passed on second and final reading on April 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 April 2017.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2015-2016

General Fund Revenues	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
Taxes	18,943,496	572,287		19,515,783	3.02%
Licenses and Permits	348,000	26,395		374,395	7.59%
Inter-Government Revenue	2,994,000	515,998		3,509,998	17.23%
Charges for Services	201,600	87,311		288,911	43.31%
Fines and Forfeitures	167,500	134,265		301,765	80.16%
Miscellaneous Revenues	1,821,952	192,928		2,014,880	10.59%
Interfund Transfers	2,882,437		237,770	2,644,667	8.25%
Enterprise Contributions	7,170,772		838,470	6,332,302	11.69%
Installment Loan	1,400,000			1,400,000	0.00%
Fund Balance	(76,494)		1,714,194	(1,790,688)	2240.95%
Totals	35,853,263	1,529,184	2,790,434	34,592,013	**3.52%**

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2015-2016

General Fund Expenditures	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
City Commission	208,361		3,436	204,925	1.65%
City Manager	606,019		60,082	545,937	9.91%
City Attorney	605,108	268,947		874,055	44.45%
City Clerk	284,795	6,602		291,397	2.32%
Administrative Services	590,176	129,612		719,788	21.96%
Finance	736,272		13,844	722,428	1.88%
MIS	994,642		164,060	830,582	16.49%
Planning	451,837		4,354	447,483	0.96%
Building & Community Response	880,723	29,650		910,373	3.37%
Police	12,864,723		566,589	12,298,134	4.40%
PW/Director's Office	93,731		14,328	79,403	15.29%
PW/Fleet Maintenance	492,552		11,831	480,721	2.40%
PW/Facilities Maintenance	879,181	81,017		960,198	9.22%
PW/Parks & Grounds	1,908,734		141,073	1,767,661	7.39%
PW/Streets & Drainage	1,704,576	22,206		1,726,782	1.30%
Engineering	1,099,252		78,234	1,021,018	7.12%
Riverwalk Center	150,398	24,555		174,953	16.33%
Administrative	11,302,183		766,008	10,536,175	6.78%
Totals	35,853,263	562,589	1,823,839	34,592,013	**3.52%**

City of Fort Pierce
Final Budget Amendment
Fiscal Year 2015-2016
Revenues and Expenditures

Below are the major revenue categories that are responsible for the increase and decrease in revenues during the City of Fort Pierce Budget year 2015-2016.

(1) Taxes Increase: $572,287 or 3.02%

Ad valorem taxes budget to actual collection rate was 100.59% or an increase of $77,901; Local Option Taxes - $157,894, Utility Taxes - $335,665 and Other Taxes – $827 were more than anticipated.

(2) Licenses and Permits Increase: $26,395 or 7.59%

Occupational licenses collections were down $6,189; other permits collectively increased $32,584.

(3) Intergovernmental Revenues Increase: $515,998 or 17.23%

The major increases are: State revenue sharing $173,800, Half cent sales tax $266,089, Casualty Insurance Premium Tax $62,837 and all other intergovernmental revenue $20,963; with reductions in County Shared Occupational Licenses $4,797, Beverage Licenses $1,248 and Fuel Tax Refund $1,646.

(4) Charges for Services Increase: $87,311 or 43.31%

Record search, investigative and application fees provided $23,400, community center $60,265 and all other service charges $5,121 in additional income; decrease of $1,475.

(5) Fines and Forfeitures Increase: $134,265 or 80.16%

Violation of local ordinances produced $133,064 and Judgements and Fines $3,201 more and alarm permit violations $2,000 less in the fines and forfeitures category.

(6) Miscellaneous Revenues Increase: $192,928 or 10.59%

The reductions are revenues City contractual services of $107,354. All other revenue collectively increased $85,574.

(7) Inter-fund Transfer Decrease: $237,770 or 8.25%

The transfer from FPRA was reduced by $237,770, due to the debt refunding.

(8) Enterprise Contributions Decrease: $838,470 or 11.69%

The transfer from Solid Waste was $855,000 less than budgeted due to unavailable funding; FPUA contribution was $16,530 more.

(8) Fund Balance Decrease: $1,714,194 or 2240.95%

Fund balance appropriations were $550,000 to balance the budget, $400,000 restricted for FY 2017 Capital Improvements and $226,494 unrestricted. There was no appropriation needed to fund fiscal 2016, the $400,000 and $226,494 remain and excess or unused revenue of $537,700 was added to fund balance.

Below are the departments and an explanation for the notable **increases** and **decreases** in their expenditure budgets during the City of Fort Pierce 2015-2016 budget year.

(1) City Manager Department Decrease: $60,082 or 9.91%

Decrease in personnel service costs due to reorganization of department with the appointment of new City Manager

(2) City Attorney Department Increase: $268,947 or 44.45%

The City Attorney's budget overage is the result of the dissolution of contract with outside firm and hiring in house attorneys.

(3) Administrative Services Department Increase: $129,612 or 21.96%

The Personnel costs increased $110,892 due to the reorganization of the department and the unfunded Human Resources Manager position being filled; remaining $18,720 is from overages in Legal Fees, Medical Services, Advertising and Capital Purchases.

(4) Management Information Systems (MIS) Decrease: $164,060 or 16.49%

Personnel costs, due to unfilled positions, decreased $107,123; other notable, decreases in software maintenance, EDP supplies, Computer Maintenance totaling $56,937.

(5) Police Department Decrease: $566,589 or 4.40%

Savings in the Police Department consisted of $339,362 in Salaries and Benefits and **$**227,227 in operational expenditures.

(6) PW/Facilities Maintenance Increase: $81,017 or 9.22%

The major line item increases were Overtime $10,622, building repair supplies $46,458 and $23,937 in other operating costs.

(7) PW/Parks & Grounds Decrease: $141,073 or 7.39%

Decreases in major line item were contractual fees $44,344, utilities $72,351; chemicals and supplies $20,936 and $3,442 in other operating costs.

(8) Engineering Decrease: $78,234 or 7.12%

Personnel Services savings of $18,141; other budget reductions consisted of: contractual fees $11,282, traffic signal materials $6,773, FDOT/Closed loop $33,477 and remaining $8,561 in other operating expenditures.

(9) Administrative Department Decrease: $766,008 or 6.78%

Personnel Services line item increased $57,642 in Retirement –Police $62,837 and insurance cost $5,195; decreases in various contractual expenditures $198,742, $329,390 in capital improvements costs and debt service payments $295,518.

City Commission Regular Meeting **12.a.**

Meeting Date: 03/20/2017

Re: FY 2016 Financial Budget Amendment for Grant Funds: CDBG, SHIP and Grant Administration

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval of FY 2016 Final Budget Amendments for Grant Funds: CDBG, SHIP, and Grant Administration.

SUMMARY:

The Grants Funds, CDBG, SHIP, and Grant Administration, are being amended to adjust the budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

City Commission approval

ALTERNATIVES:

None

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

None

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2016

OTHER INFORMATION:

See attached schedules

Attachments

Final Amendments for Grant Funds

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/10/2017 09:35 AM
City Manager	Nick Mimms	03/15/2017 05:18 PM

Form Started By: Queen Thompkins Started On: 03/07/2017 09:55 AM

Final Approval Date: 03/15/2017

City of Fort Pierce
Community Development Block Grant

Final Budget Amendment

Fiscal Year 2015-2016

	Fund 103 - CDBG ***Operating Revenues***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
	Inter-Government Revenue	474,148	98,525		572,673	20.78%
	Program Income	5,000		5,000	0	100.00%
	Miscellaneous Revenues	1,000	56,495		57,495	5649.50%
	Transfers	86,072		86,072	0	100.00%
(1)	*Prior Year Revenue*	793,885		746,762	47,123	94.06%
	Totals	**1,360,105**	**155,020**	**837,834**	**677,291**	**5020.30%**

Fund 103 - CDBG ***Operating Expenditures***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
Personnel Services	169,658		12,869	156,789	7.59%
Operating Expenditures	159,379		76,800	82,579	48.19%
Capital Outlay	361,669		359,432	2,237	99.38%
Other Programs & Projects	669,399		233,713	435,686	34.91%
Totals	**1,360,105**	**0**	**682,814**	**677,291**	**5020.30%**

MAJOR CHANGES

(1) Budgeted prior year appropriation not needed; remaining revenue added to fund balance

City of Fort Pierce
SHIP
Final Budget Amendment
Fiscal Year 2015-2016

	Fund 105 - SHIP ***Operating Revenues***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase*** ***Decrease***
	Inter-Government Revenue	204,112		27,655	176,457	13.55%
(1)	*Program Income*	0	34,026		34,026	---
	Miscellaneous Revenue	0	15,700		15,700	---
(2)	*Fund Balance*	44,506		213,772	(169,266)	480.32%
	Totals	**248,618**	**49,726**	**241,427**	**56,917**	**77.11%**

Fund 105 - SHIP ***Operating Expenditures***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase*** ***Decrease***
Operating Expenditures	20,411	10,035		30,446	9.49%
Programs & Projects	228,207		201,736	26,471	88.40%
Total Exp. and Fund Balance	**248,618**	**10,035**	**201,736**	**56,917**	**77.11%**

MAJOR CHANGES IN BUDGET

(1) Program Income transferred from HHR.

(2) Prior year appropriation not needed and additional revenue added to fund balance

City of Fort Pierce
Grant Administration

Final Budget Amendment
Fiscal Year 2015-2016

	Fund 106 -Grant Administration ***Operating Revenues***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
	Inter-Government Revenue	0			0	---
(2)	*Program Income*	50,000	516,682		566,682	1033.36%
	Miscellaneous Revenues	193,250		17,438	175,812	19.98%
	Interfund Transfer	0			0	---
(1)	*Fund Balance*	0		706,827	(706,827)	---
	Totals	**243,250**	**516,682**	**724,265**	**35,666**	**85.34%**

	Fund 106 -Grant Administration ***Operating Expenditures***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
	Personnel Services	0			0	---
	Operating Expenditures	47,800		12,134	35,666	25.39%
	Capital	0			0	---
	Programs and Projects	195,450		195,450	0	100.00%
	Interfund Transfer	0			0	---
	Totals Expenses	**243,250**	**0**	**207,584**	**35,666**	**85.34%**

MAJOR CHANGES IN BUDGET

(1) Additional revenue added to fund balance
(2) Revenue from Sale of Mortgages

City Commission Regular Meeting **12.b.**

Meeting Date: 03/20/2017

Re: Monthly Financial Report for the Month Ending February 28, 2017

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending February 28, 2017.

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 February 28, 2017, 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

Monthly Financial Report for February 2017

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/15/2017 01:18 PM
City Manager	Nick Mimms	03/15/2017 05:33 PM
Finance Department	Johnna Morris	03/15/2017 05:53 PM
City Manager	Linda Cox	03/15/2017 06:15 PM
Form Started By: Queen Thompkins		Started On: 03/03/2017 12:00 PM
Final Approval Date: 03/15/2017		

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
February 28, 2017

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

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

City of Fort Pierce

Monthly Financial Report

For the Month Ending February 28, 2017 (Preliminary)

(42% Year Lapse)

General Fund			
Revenue	**Budget**	**FYTD**	**%**
Beginning Available Resources		**$ 4,972,937**	
Revenue:			
Taxes	$ 19,927,375	$ 14,429,431	72.41%
Licenses & Permits	356,500	324,031	90.89%
Intergovernmental	3,154,000	1,344,674	42.63%
Charges for Services	221,100	105,551	47.74%
Fines & Forfeitures	189,500	62,856	33.17%
Miscellaneous Revenue	2,198,758	927,278	42.17%
Interfund Transfers	2,614,221	3,893,430	148.93%
Contribution from Enterprise	7,031,260	277,500	3.95%
Appropriated Fund Balance	710,407	0	0.00%
Restricted Revenue	(600,000)	0	0.00%
Total Revenue	**$ 35,803,121**	**$ 21,364,752**	**59.67%**

Expenditures:	**Budget**	**FYTD**	**%**
City Commission	$ 243,603	$ 92,059	37.79%
City Manager	535,282	217,640	40.66%
City Attorney	696,572	249,238	35.78%
City Clerk	316,211	128,389	40.60%
Human Resources	422,500	183,120	43.34%
Finance	773,428	310,198	40.11%
MIS	1,073,500	393,285	36.64%
Purchasing	301,437	123,337	40.92%
Planning	478,772	185,480	38.74%
Code Enforcement	894,695	408,564	45.67%
Police	13,364,012	5,373,144	40.21%
Public Works/Director	93,350	36,613	39.22%
Public Works/Fleet Maint.	620,981	247,342	39.83%
Public Works/Facilities Maint.	899,574	391,625	43.53%
Public Works/Parks & Grounds	2,037,053	834,510	40.97%
Public Works/Streets	1,688,544	746,878	44.23%
Engineering	1,157,454	345,696	29.87%
Riverwalk	154,822	63,909	41.28%
Administrative	10,051,331	7,707,696	76.68%
Total Expenditures	**$ 35,803,121**	**$ 18,038,722**	**50.38%**

Net Resources	**$ 3,326,029**
Total Available Resources	**$ 8,298,966**
Less:	
10% Budget Reserve	(3,580,312)
Reserve	(600,000)
Unrestricted Resources	**$ 4,118,654**

Special Revenue Funds

FPRA	Budget	FYTD	%
Begnning Available Resources		**$ 281,884**	
Revenue:			
Taxes	5,020,612	5,127,986	102.14%
Licenses & Permits	0	0	0.00%
Intergovernmental	0	6,170	0.00%
Miscellaneous Revenue	160,500	107,074	66.71%
Transfers	737,543	737,543	100.00%
Total Revenue	**5,918,655**	**5,978,773**	**101.02%**
Expenses:			
Operating	321,914	177,368	55.10%
Capital Outlay	0	809,048	0.00%
Other Programs & Projects	20,000	16,540	82.70%
Transfers	5,576,741	5,140,390	92.18%
Total Expenses	**5,918,655**	**6,143,346**	**103.80%**
Net Resources		**(164,573)**	
Unrestricted Resources		**$ 117,311**	

CDBG	Budget	FYTD	%
Begnning Available Resources		**$ 811,299**	
Revenue:			
Intergovernmental Revenue	866,461	82,627	9.54%
Misc. Revenue	0	2,488	0.00%
Transfers	0	0	0.00%
Total Revenue	**866,461**	**85,115**	**9.82%**
Expenses:			
Administrative	162,266	65,045	40.09%
Rehabilitation Department	45,000	41,806	92.90%
Capital Outlay	43,252	4,320	0.00%
Economic Development	270,000	96,499	35.74%
Public Service	118,940	293	0.25%
Unencumbered	0	0	0.00%
Roll Over Expenditures	227,003	0	0.00%
Total Expenses	**866,461**	**207,963**	**24.00%**
Net Resources		**(122,849)**	
Unrestricted Resources		**$ 688,450**	

Grant Administration	Budget	FYTD	%
Begnning Available Resources		**$ 907,853**	
Revenue:			
Program Income	0	7,946	0.00%
Misc. Revenue	180,250	2,390	1.33%
Interfund Transfers	0	0	0.00%
Total Revenue	**180,250**	**10,337**	**5.73%**
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		**8,551**	
Unrestricted Resources		**$ 916,404**	

SHIP	Budget	FYTD	%
Begnning Available Resources		**$ 258,061**	
Revenue:			
SHIP	267,860	116,226	43.39%
Program Income	40,000	50	0.00%
Misc. Revenue	500	766	0.00%
Carry Over Funding	854,760	0	0.00%
Total Revenue	**1,163,120**	**117,042**	**10.06%**
Expenses:			
Operating	91,786	203	0.22%
Grants/Programs & Projects	1,071,334	19,719	1.84%
Total Expenses	**1,163,120**	**19,922**	**1.71%**
Net Resources		**97,120**	
Unrestricted Resources		**$ 355,181**	

Enterprise Funds

Marina	Budget	YTD	%
Begnning Available Resources		**$ 282,260**	
Revenue:			
Grants	470,000	0	0.00%
Charges for Services	1,464,348	702,007	47.94%
Misc. Revenue	1,426,800	944,470	66.19%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	376,154	0	0.00%
Total Revenue	**3,737,302**	**1,646,477**	**44.06%**
Expenses:			
Personnel Services	399,440	171,991	43.06%
Operating	2,902,537	1,375,692	47.40%
Capital	498,000	1,333	0.27%
Debt Service	451,115	224,570	49.78%
Non Operating	404,830	74,370	18.37%
Total Expenses	**4,655,922**	**1,847,955**	**39.69%**
Plus Depreciation		**466,055**	
Net Resources		**264,577**	
Unrestricted Resources Available		**$ 546,837**	

Solid Waste	Budget	YTD	%
Begnning Available Resources		**$ 577,429**	
Revenue:			
Charges for Services	6,219,000	2,748,795	44.20%
Misc. Revenue	4,000	43,236	1080.90%
Approp Retained Earnings	367,431	0	0.00%
Total Revenue	**6,590,431**	**2,792,031**	**42.36%**
Expenses:			
Personnel Services	2,040,266	882,316	43.25%
Operating	3,585,165	1,837,348	51.25%
Capital	450,000	24,226	5.38%
Non Operating	800,000	215,000	26.88%
Total Expenses	**6,875,431**	**2,958,890**	**43.04%**
Plus Depreciation		**119,758**	
Net Resources		**(47,101)**	
Unrestricted Resources Available		**$ 530,328**	

Golf Course	Budget	YTD	%
Begnning Available Resources		**$ (80,725)**	
Revenue:			
Charges for Services	1,259,500	488,477	38.78%
Misc. Revenue	127,750	38,432	30.08%
Transfers	0	170,000	0.00%
Approp Retained Earnings	0	0	0.00%
Total Revenue	**1,387,250**	**696,909**	**50.24%**
Expenses:			
Personnel Services	599,455	240,124	40.06%
Operating	883,883	413,367	46.77%
Capital	6,000	0	0.00%
Non Operating	32,641	0	0.00%
Total Expenses	**1,521,979**	**653,491**	**42.94%**
Plus Depreciation		**56,726**	
Net Resources		**100,144**	
Unrestricted Resources Available		**$ 19,420**	

Sunrise Theatre	Budget	YTD	%
Begnning Available Resources		**$ (154,392)**	
Revenue:			
Grants	0	0	0.00%
Charges for Services	3,640,000	1,904,367	52.32%
Misc. Revenue	582,300	168,555	28.95%
Transfers	450,000	156,000	34.67%
Total Revenue	**4,672,300**	**2,228,922**	**47.71%**
Expenses:			
Personnel Services	578,243	214,743	37.14%
Operating	4,441,620	2,289,244	51.54%
Capital	187,437	745	0.40%
Non Operating	0	0	0.00%
Total Expenses	**5,207,300**	**2,504,732**	**48.10%**
Plus Depreciation		**223,212**	
Net Resources		**(52,599)**	
Unrestricted Resources Available		**$ (206,991)**	

Building	Budget	YTD	%
Begnning Available Resources		**$ 677,253**	
Revenue:			
Licenses & Permits	1,355,000	405,040	29.89%
Charges for Services	22,000	9,319	42.36%
Fine & Forfeits	3,000	0	0.00%
Misc. Revenue	16,000	7,918	0.00%
Transfers	0	0	0.00%
Approp Retained Earnings	(8,852)	0	0.00%
Total Revenue	**1,387,148**	**422,277**	**30.44%**
Expenses:			
Personnel Services	905,915	279,820	30.89%
Operating	438,700	217,126	49.49%
Capital	42,533	538	0.00%
Non Operating	0	0	0.00%
Total Expenses	**1,387,148**	**497,484**	**35.86%**
Plus Depreciation		**0**	
Net Resources		**(75,207)**	
Unrestricted Resources Available		**$ 602,046**	

Stormwater	Budget	YTD	%
Begnning Available Resources		**$ 1,978,842**	
Revenue:			
Federal Grants	0	0	0.00%
State Grants	0	0	0.00%
Charges for Services	2,502,089	2,305,574	92.15%
Misc. Revenue	15,000	37,928	252.85%
Transfers	0	0	0.00%
Approp Retained Earnings	639,033	0	0.00%
Total Revenue	**3,156,122**	**2,343,501**	**74.25%**
Expenses:			
Personnel Services	0	0	0.00%
Operating	3,126,067	1,192,239	38.14%
Capital	20,000	19,521	97.61%
Non Operating	1,196,055	1,149,603	0.00%
Total Expenses	**4,342,122**	**2,361,363**	**54.38%**
Plus Depreciation		**495,800**	
Net Resources		**477,939**	
Unrestricted Resources Available		**$ 2,456,781**	

RESTRICTED REVENUE RECONCILIATION 3/15/2017

THRU 2/28/2017

	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	18,027.00		1,491,880.00	399,714.00		260,145.00	197,819.40	100,000.00	131,159	(7)(8)	1,088,837.00	403,043.00
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				180,400.00	0.00	(9)	204,138.15	4,583.85
Royalties (Gaming)	246,147.98	43,689.44	42,165.03	35,026.31	37,007.10		404,035.86	224,985.60	5,937.11 a						230,922.71	173,113.15
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	1,681.68		45,977.96								0.00	45,977.96
Road Impact Fees	268,273.06	87,390.57	116,573.34	246,932.06	18,455.08		737,624.11	137,687.14	0.00	19,125.95	0.00		270,000	(10)(11)(12)(13)	426,813.09	310,811.02
Park Impact Fees	166,726.17	23,628.91	26,241.54	43,724.83	14,248.11		274,569.56	63,331.76	13,772.80	99,072.00					176,176.56	98,393.00
Building Impact Fees	70,681.00	8,318.30	18,260.11	39,594.08	4,723.09		141,576.58	8,735.09							8,735.09	132,841.49
Solid Waste	19,233.86	2,056.73	7,355.23	6,654.21	1,294.99		36,595.02	19,233.86							19,233.86	17,361.16
Impact Admin Fee	15,710.16	7,215.15	5,718.41	11,411.91	1,228.06		41,283.69	15,710.16	2,523.72	1,440.94	494.18	4.00			20,173.00	21,110.69
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		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		(14)	361,308.30	48,808.29							48,808.29	312,500.01
Sunrise Theatre Capital Fee					95,350.00		95,350.00								0.00	95,350.00
Sale of Surplus Land-FPRA	0.00	0.00	0.00	0.00	2,497.36		2,497.36								0.00	2,497.36
Sale of Surplus Land-Gen	0.00	0.00	0.00	0.00	0.00		0.00								0.00	0.00
Uncommitted Funds	31,139.56	4,399.72	4,930.10	7,401.94	4,229.99		52,101.31	31,139.56							31,139.56	20,961.75
	551,091.34	**382,331.01**	**484,502.15**	**809,077.02**	**198,742.46**		**1,236,343.23**	**1,238,050.20**	**29,733.63**	**383,614.99**	**213,170.54**	**280,404.00**	**401,159**		**2,546,131.96**	**1,815,765.59**

(7) Veteran's Memorial Park $100,000
(8) Restrooms at PAL Park and Melody Lane (2)- $450,000
(9) Veteran's Memorial Park $50,000, $130,400
(10) Bridge Lighting - $302,753
(11) Ohio & US 1 Reconstruction - $200,000
(12) Code Enforcement Parking Software -$70,000
(13) Melody Lane Parking Lot - $31,158.60; 131,158.60 with $100,000 reimbursement from the County
(14) Inland Grant - $235,541.10 (Revenue)

	Paid (Project Complete)			0.00
				79,287.63
(1)	a. Annual, CCM Holiday Lights			401,158.60
(2)				
	a. Grant 400,000 (Jetty Park (Culpepper & Terp. Design $49,600 + 25360.00 = 74,960 Fund 304)			
	b. Pal Park 286,449.60 Paid (230,617.84 Bldg. 55,831.76 Parks)			2,296,211.82
	c. Melody Lane Piers $342,000 (Parks MSTU $159,868 + Park Impact Fees $99,072;MSTU (Geotech 29,500)+53,560 add to proj.		342,000.00	1,728,504.04
	d. $152,310.60 co to Sunshine Land Design(Jetty) Secured by Gaming Revenue ($43,425.89 Reimb by Plus $9,941.60 to Culpepper & Terpening, Inc. For a total of $152,310.60			
	e. Rotary Park Split rail fence; $13,772.80			

(3)	a Recreational trails Program Grant ($40,000 Rd) (If grant is awarded) per Libby not awarded 9/23/2014		567,707.78
	b (EDC Design sidewalk Garden Ave & Pedestrian Bridge at Mayflower Canal (Fund 301, $10,945 + CO $1,400.=12,345)Addition on PO paid by General		
	c. Culpper T Terpening Design for 31st from Okee RD to Tenessee Ave. (Fund 301 $54,010+CO1 $3,750).		
	d. Kimberly-	22,466.70	
	e. Bike Racks (20,448.84) Fy11-12		
(4)	Dog Park (7,500)		
(5)	Recycle Bins		
(6)	Train Station		
	a. Buiildings (60,000)	60,000.00	
	b. Roads (60,000)	60,000.00	
		484,466.70	

551,091.34	123,315.48	176,495.70	345,037.76	40,402.95	1,236,343.23	
					850,902.52	

a 50,000 for Chri 50,000 for Chri 50,000 for Christmas and 4th

City Commission Regular Meeting **12.c.**

Meeting Date: 03/20/2017

Re: Presentation on IT Upgrades

Submitted For: Devoshay Johnson, IT Manager, Information Technology

SUBJECT:

Presentation on IT Department Upgrades by DeVoshay Johnson.

SUMMARY:

Presentation on IT Department Upgrades by DeVoshay Johnson.

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

IT Manager

COORDINATED WITH:

Linda Cox

Fiscal Impact

OTHER INFORMATION:

N/A

Form Review

Form Started By: Leticia Cruz Started On: 02/10/2017 01:22 PM

Final Approval Date: 03/15/2017

City Commission Regular Meeting **13.a.**

Meeting Date: 03/20/2017

Re: Lease of Office Space

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of concept and an interlocal agreement between St. Lucie County and the City of Fort Pierce for the lease of office space in the Parking Garage for utilization by the Guardian Ad Litem Program.

SUMMARY:

The current lease for office space for the Guardian Ad Litem Program expires soon. St. Lucie County has expressed an interest in leasing 9,000 square feet in the parking garage and would be responsible for the build-out and office arrangement for the Guardian Ad Litem Program.

RECOMMENDATION:

Staff recommends approving the concept and drafting an interlocal agreement with St. Lucie County for the City Commission's consideration and approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Mike Reals, Director of Public Works

Fiscal Impact

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

Letter from JoAnn Riley

Parking Garage 2nd & 3rd Floor Plans

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:12 PM
City Manager	Nick Mimms	03/15/2017 05:18 PM

Form Started By: Jennifer Robinson Started On: 03/10/2017 12:40 PM

Final Approval Date: 03/15/2017

BOARD OF COUNTY COMMISSIONERS

PROPERTY ACQUISITION DIVISION

March 7, 2017

Nicholas Mimms, P.E.
City Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950

RE: Guardian Ad Litem Program

Dear Mr. Mimms:

Section 29.008(1), Florida Statutes, requires St. Lucie County to fund the cost of facilities of the Guardian Ad Litem Program.

St. Lucie County presently leases office space at 584 NW University Boulevard, in St. Lucie West. Our lease will expire soon and we would appreciate an opportunity to discuss a potential lease opportunity at the City owned parking structure on Orange Avenue. We would be interested in a site visit and a proposal for a lease rate and terms for 9,000 square feet. St. Lucie County would handle the build-out and office arrangement.

We look forward to hearing from you at your earliest convenience.

Sincerely,

JoAnn Riley

JoAnn Riley
Property Acquisition Manager

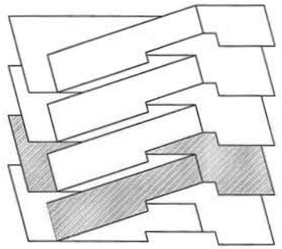
cc: County Attorney
County Administrator
Parks, Recreation and Facilities Director

S:\ACQ\WP\JoAnn\Guardian Ad Litem\Letter to Nick Mimms.docx

CHRIS DZADOVSKY, District No. 1 • TOD MOWERY, District No. 2 • LINDA BARTZ, District No. 3 • FRANNIE HUTCHINSON, District No. 4 • CATHY TOWNSEND, District No. 5
County Administrator, Howard N. Tipton
2300 Virginia Avenue - Fort Pierce, Florida 34982-5652 - Phone (772) 462-1725 - Fax (772) 462-1440
website: www.stlucieco.org

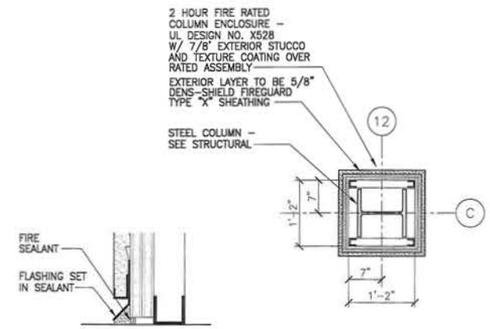
REVISIONS

04/03/08



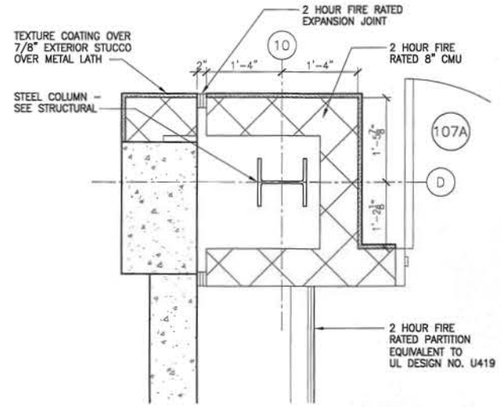
SECOND FLOOR PLAN

KEY PLAN — SCALE: N.T.S. — A1

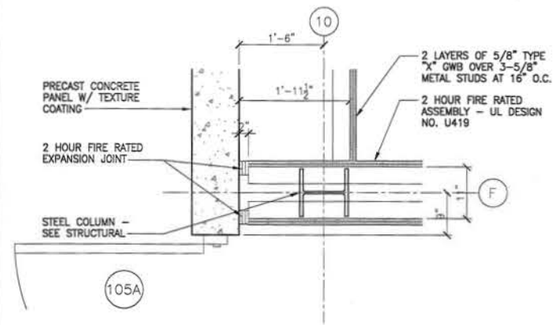


NOTE:
COLUMN ENCLOSURE TO EXTEND TO UNDERSIDE OF METAL DECK.

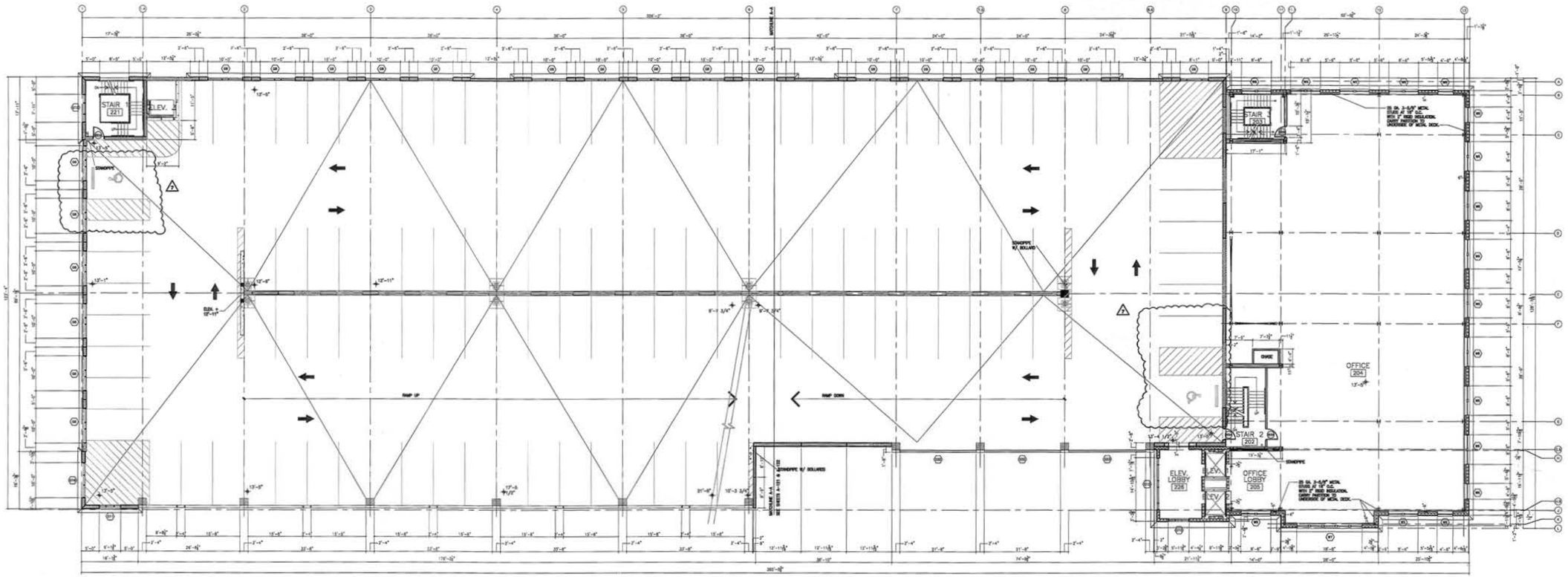
COLUMN ENCLOSURE
2 HOUR FIRE RATED — SCALE: 3/4" = 1'-0" — A2



COLUMN ENCLOSURE
2 HOUR FIRE RATED — SCALE: 3/4" = 1'-0" — A3



COLUMN ENCLOSURE
2 HOUR FIRE RATED — SCALE: 3/4" = 1'-0" — A4



A OVERALL SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"

THE FOLLOWING APPLIES TO EVERY LOCATION ON THIS SHEET:

DATE	ISSUE/REVISION
4/1/08	FO-#7
2/25/08	FO-#6
9/1/07	FO-#1
6/12/07	CI
3/30/07	PI
2/23/07	70% REVIEW
02/05/07	SITE REVIEW
01/24/07	Prelim. Review

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN BY: KML — CHECKED BY: CNH

AE JOB NUMBER 41450201

OVERALL SECOND FLOOR PLAN

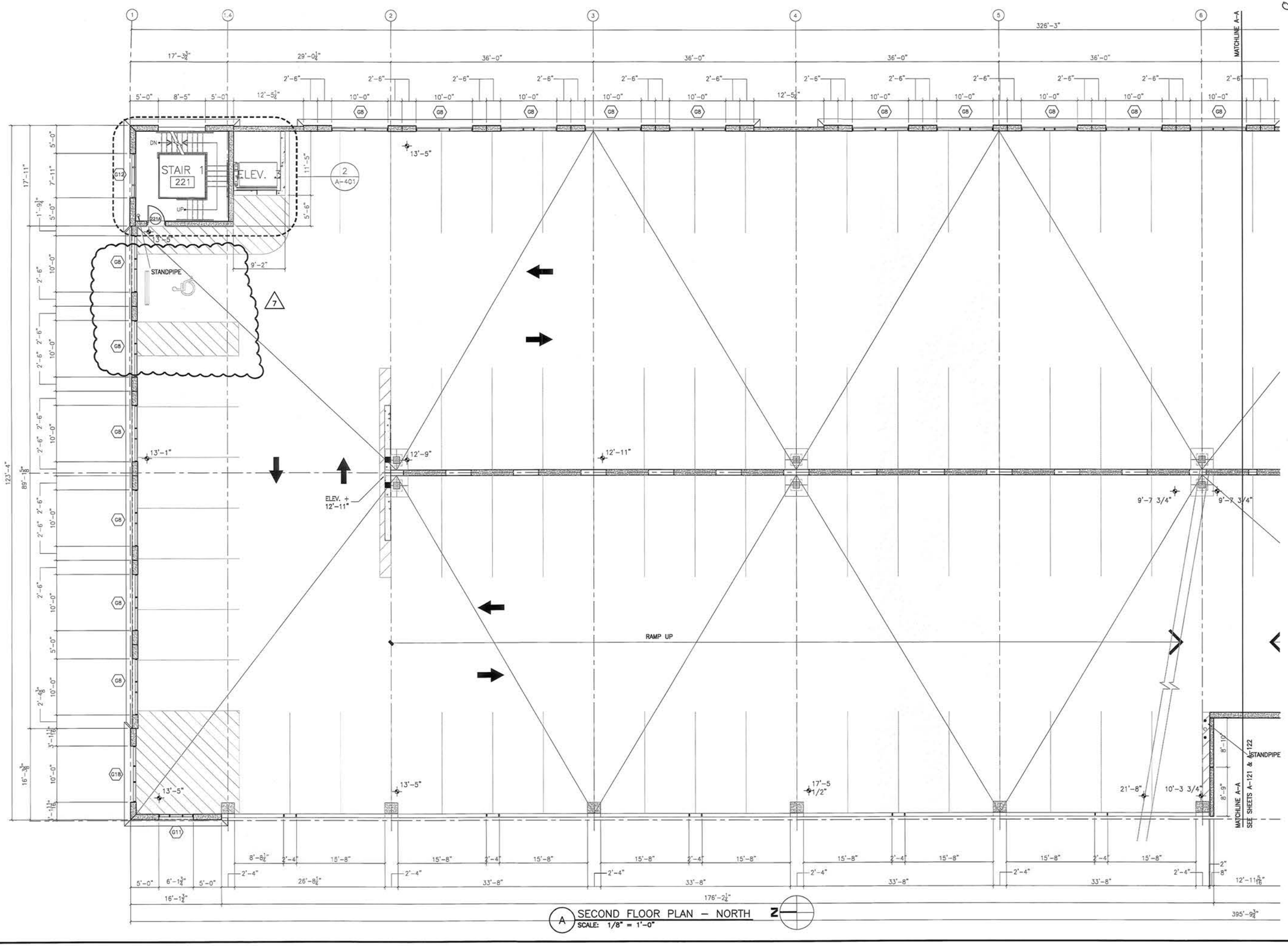
A-120 SHEET NUMBER

Christopher J. Nelson, AIA
Project Architect
Reg. No. AR0009783
04/03/08

HASKELL
America's Design-Build Leader
The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202
Phone # (904) 791-4500
AA0000281 EB0000969 IB0000849 LC26000242

DOWNTOWN PARKING GARAGE & SHELL BUILDING
FORT PIERCE REDEVELOPMENT AGENCY
FORT PIERCE, FLORIDA

REVISIONS
04/03/08



Christopher K. Helms, AIA
Project Architect
04/03/08
REG. NO. AR0000273

The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202
Phone # (904) 791-4500

HASKELL
America's Design-Build Leader®
AAC000281 EB0000908 IB0000849 LC26000242

DOWNTOWN PARKING GARAGE & SHELL BUILDING
FORT PIERCE REDEVELOPMENT AGENCY
FORT PIERCE, FLORIDA

THE FOLLOWING APPLIES TO EVERY LOCATION ON THIS SHEET:

DATE	ISSUE/REVISION
4/1/08	FO-#7
8/1/07	FO-#1
6/12/07	CI
5/30/07	PI
2/23/07	70% REVIEW
02/05/07	SITE REVIEW
01/24/07	Prelim. Review

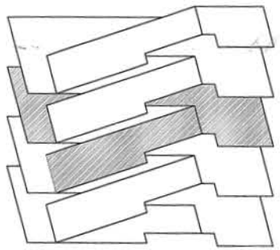
We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN BY:	CHECKED BY:
KML	CNH

AC JOB NUMBER
41450201

SECOND FLOOR PLAN – NORTH

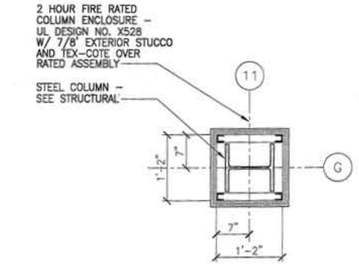
A-121
SHEET NUMBER



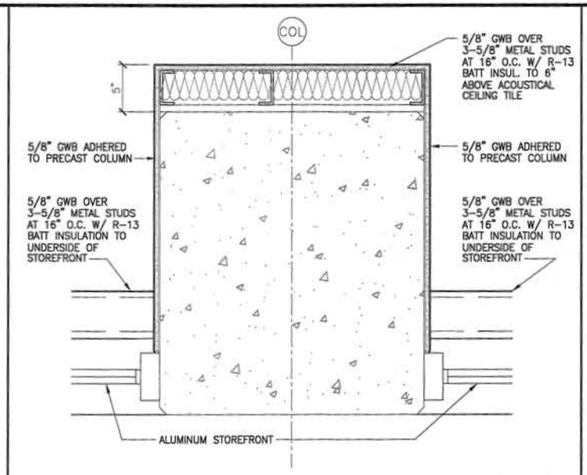
THIRD FLOOR PLAN

N

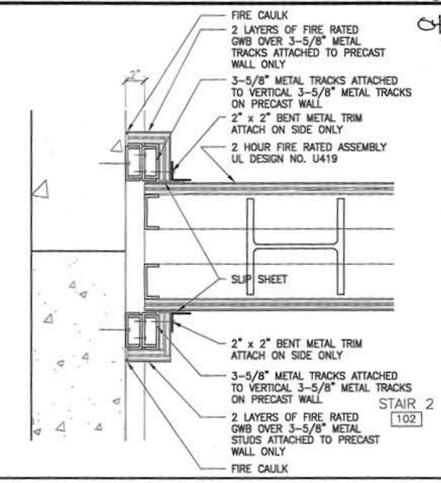
KEY PLAN — SCALE: N.T.S. — A1



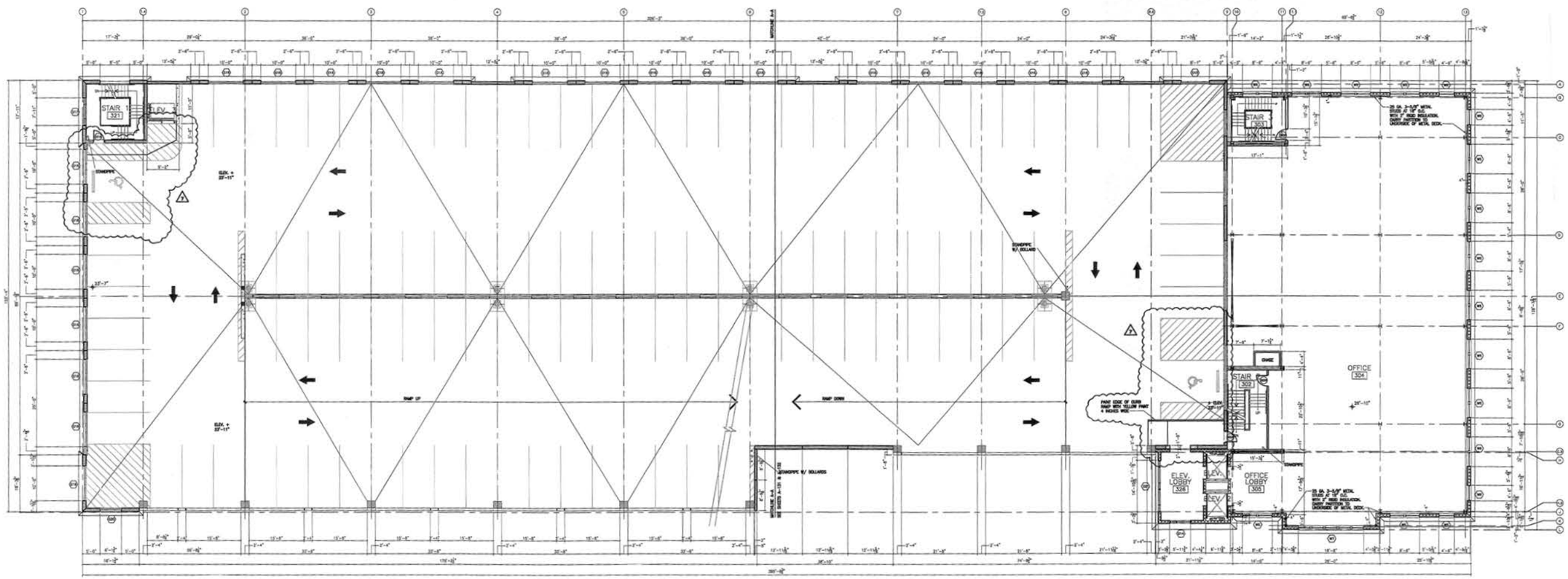
COLUMN ENCLOSURE
2 HOUR FIRE RATED — SCALE: 3/4" = 1'-0" — A2



COLUMN WRAP
DETAIL — SCALE: 1-1/2" = 1'-0" — A3



2 HOUR FIRE RATED JOINT
DETAIL — SCALE: 3/4" = 1'-0" — A4



A OVERALL THIRD FLOOR PLAN
SCALE: 1/16" = 1'-0"

N

REVISIONS

04/03/08

Christopher N. Bibros, AIA
Project Architect
04/04/08
REG. NO. AR0002393

The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202
Phone # (904) 791-4500

HASKELL
America's Design-Build Leader
AAC000281 EB0000806 B0000849 LC26000242

DOWNTOWN PARKING GARAGE & SHELL BUILDING
FORT PIERCE REDEVELOPMENT AGENCY
FORT PIERCE, FLORIDA

THE FOLLOWING APPLIES TO EVERY LOCATION ON THIS SHEET:

DATE	ISSUE/REVISION
4/1/08	FD-#7
2/25/08	FD-#6
1/28/08	FD-#5
8/1/07	FD-#1
6/12/07	CI
3/30/07	PI
2/23/07	70% REVIEW
02/05/07	SITE REVIEW
01/24/07	Prelim. Review

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DRAWN BY: KML
CHECKED BY: CNH

AC JOB NUMBER
41450201

OVERALL THIRD FLOOR PLAN

A-130
SHEET NUMBER

REVISIONS

STAIR 1
321

ELEV.

STANDPIPE

ELEV. + 23'-11"

RAMP UP

MATCHLINE A-A

MATCHLINE A-A
SEE SHEETS A-131 & A-132

STANDPIPE W/ E

A THIRD FLOOR PLAN – NORTH
SCALE: 1/8" = 1'-0"

THE FOLLOWING APPLIES TO EVERY LOCATION ON THIS SHEET:

Christopher N. Haines, AIA
Project Architect
REG. NO. AR0000283

HASKELL
America's Design-Build Leader
The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202
Phone # (904) 791-4500
AAC0002281 EB0000808 IB0000849 LC26000242

DOWNTOWN PARKING GARAGE & SHELL BUILDING
FORT PIERCE REDEVELOPMENT AGENCY
FORT PIERCE, FLORIDA

DATE	ISSUE/REVISION
6/1/08	FO-#7
5/12/07	CI
3/30/07	PI
2/23/07	70% REVIEW
02/05/07	SITE REVIEW
01/24/07	Prelim. Review

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN BY: KML
CHECKED BY: CNH

AE JOB NUMBER
41450201

THIRD FLOOR PLAN – NORTH

A-131
SHEET NUMBER

City Commission Regular Meeting **13.b.**

Meeting Date: 03/20/2017

Re: Opposing HB 17 and SB 1158

SUBJECT:

Resolution 17-R11 Opposing House Bill 17 and Senate Bill 1158 which preempt local business regulations and prohibits local government from imposing or adopting any new regulations on business unless express authorized by the legislature.

SUMMARY:

The Florida League of Cities and the Treasure Coast Regional League of Cities are actively working in Tallahassee to protect the rights of home rule for municipalities in the State of Florida. They have asked that municipalities adopt resolutions opposing HB 17 and Senate Bill 1158 because of they will undercut the intent of municipal citizens who voted to incorporate their communities and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves.

RECOMMENDATION:

Adopt Resolution 17-R11

ALTERNATIVES:

Do not adopt or adopt with revisions.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Fiscal Impact

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

17-R11

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:08 PM

Form Started By: Linda Cox Started On: 03/10/2017 02:26 PM

Final Approval Date: 03/15/2017

RESOLUTION NO. 17-R11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO **OPPOSE HB 17 AND SB 1158** WHICH PREEMPTS LOCAL BUSINESS REGULATIONS, PROHIBITS LOCAL GOVERNEMNT FROM IMPOSING OR ADOPTING ANY NEW REGUALTIONS ON BUSINESSES UNLESS EXPRESSLY AUTHORIZED BY THE LEGISLATURE; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE TREASURE COAST LEAGUE OF CITIES, THE ST. LUCIE COUNTY LEGISLATIVE DELEGATION, AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer broad "Home Rule" powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, municipalities have the power to act for any valid municipal purpose except as prohibited by law; and

WHEREAS, municipalities' ability to timely act on local problems and opportunities will be limited by HB 17 and SB 1158 to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, HB 17 and SB 1158 contradicts the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, HB 17 and SB 1158 undercut the intent of municipal citizens who voted to incorporate their communities and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, HB 17 and SB 1158 could impair municipal charter provisions specifically adopted and approved by local voters to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, state legislators may find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the City Commission believes the opposition of HB 17 and SB 1158 would be in the best interests of the residents and businesses of the City of Fort Pierce and the State of Florida.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Fort Pierce urges all members of the Florida Legislature to oppose the adoption of HB17 and SB 1158.

Section 3 The City Commission further directs City Administration to transmit a certified copy of this Resolution to the Treasure Coast League of Cities, the Florida League of Cities, the St. Lucie County Legislative Delegation, and any other interested parties.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of March, 2017.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

City Commission Regular Meeting **13.c.**

Meeting Date: 03/20/2017

Re: Sale of Lot 13 Lincoln Court

SUBJECT:

Resolution 17-R12 Authorizing the sale of Lot 13 Lincoln Court

SUMMARY:

The City of Fort Pierce is the owner of real property described as Lot 13 Lincoln Ct., Parcel ID 2409-501-0233-000-1, with a legal description as follows: Lot 13, Block 8, Lincoln Park No. 2, according to the Plat thereof, recorded in Plat Book 4, at Page 77, of the Public Records of St. Lucie County, Florida and contains approximately .06 acres.

The City Building Department discovered that a camper trailer had at some point been placed on Lot 13 of Lincoln Court. After speaking with the resident of the camper trailer and/or the adjacent property, Mr. C. A. Bernard, we learned that the trailer had been on that site for approximately 40 years. It appears that the property was given to the city via Quit Claim Deed from G.B. Walters Property, Inc. in March of 1986, and staff was unaware that a deed had been recorded.

At its meeting on January 17, 2017, the City Commission declared Lot 13 Lincoln Court as surplus property via Resolution 17-R04. Pursuant to Section 13 of the City Charter, the City advertised on January 27 and February 3 that this property had been declared surplus and bids would be accepted until Tuesday, February 14, 2017 at 3:00. We received one bid in the amount of $50.00 from Mr. Cornelius Bernard and Folly Elizabeth Vassell.

On March 14, 2017, the Planning Board reviewed the proposal and recommended _____.

RECOMMENDATION:

Staff recommends approval of the sale of Lot 13 Lincoln Court to Mr. Cornelius Bernard and Folly Elizabeth Vassell in the amount of $50.00.

ALTERNATIVES:

Do not sell property, ask for higher bid or accept other bids.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Rebecca Grohall, Planning Director

Fiscal Impact

OTHER INFORMATION:

Property will go back on the City Tax Rolls.

Attachments

17-R12
Declaration as Surplus
offer
Staff Report to Planning Board

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:16 PM

Form Started By: Linda Cox
Started On: 03/09/2017 04:29 PM
Final Approval Date: 03/15/2017

RESOLUTION NO. 17-R12

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **SALE VIA QUIT CLAIM DEED OF REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE, KNOWN AS LOT 13 LINCOLN COURT,** OWNED BY THE CITY OF FORT PIERCE, FL TO **CORNELIUS BERNARD AND FOLLY ELIZABETH VASSELL FOR THE PRICE OF $50.00**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "CITY") is the owner of real property described as Lot 13 Lincoln Ct., Parcel ID 2409-501-0233-000-1, with a legal description as follows: Lot 13, Block 8, Lincoln Park No. 2, according to the Plat thereof, recorded in Plat Book 4, at Page 77, of the Public Records of St. Lucie County, Florida (the "Property"); and

WHEREAS, at its meeting on January 17, 2017, the City Commission of the City of Fort Pierce, Florida declared the property as surplus via Resolution 17-R04; and

WHEREAS, at its meeting on March 14, 2017 the City Planning Board of the City of Fort Pierce, Florida reviewed the offer from Cornelius Bernard and Folly Elizabeth Vassell (the "Bidders") in the amount of $50.00 and recommended disposition; and

WHEREAS, the City of Fort Pierce Charter specifically authorizes the sale of City property for such price and upon such terms and conditions as deemed proper by the City Commissioners; and

WHEREAS, pursuant to Section 13 of the City Charter, the City Clerk advertised on January 27 and February 3 that this property had been declared surplus and bids would be accepted until Tuesday, February 14, 2017 at 3:00.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

Section 1. The City Commission of the City of Fort Pierce, Florida, authorizes the sale of the Property to the Bidders.

Section 2. The Property shall be sold to the Bidders for the price of $50.00 via quit claim deed.

Section 3. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the transfer of the Property to the Bidders.

Section 4. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 20th day of March, 2017.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

RESOLUTION NO. 17-R04

A RESOLUTION **DECLARING LOT 13 LINCOLN CT, OWNED BY CITY OF FORT PIERCE, TO BE SURPLUS** TO CITY OF FORT PIERCE NEEDS AND AUTHORIZING CITY STAFF TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE PROVSIONS OF ARTICLE I, SECTION 13 OF CITY OF FORT PIERCE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "CITY") is the owner of real property described as Lot 13 Lincoln Ct., Parcel ID 2409-501-0233-000-1, with a legal description as follows: Lot 13, Block 8, Lincoln Park No. 2, according to the Plat thereof, recorded in Plat Book 4, at Page 77, of the Public Records of St. Lucie County, Florida (the "Property"); and

WHEREAS, the City Commission of Fort Pierce, Florida (the "City") is expressly authorized by Article I, Section 13 of City of Fort Pierce Charter to dispose of real property belonging to the City whenever the Commission determines that the property is not required for public purposes; and

WHEREAS, City staff has reviewed the status of the property known as Lot 13 Lincoln Ct. and determined that it is not needed for City purposes and recommends to the Commission that the Property be declared surplus to City needs.

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

1. The Commission declares Lot 13 Lincoln Ct. to be surplus to City needs.

2. The Commission authorizes City staff to provide notice of proposed sale or lease of surplus property as required by City Charter Section 13(a).

3. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of January, 2017.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

2/8/17

I would like to make a offer
Lot 13 Lincoln Ct. for $50

Cornelius Bernard
Folly Elizabeth ~~Voltz~~ ~~Voltess~~ Vassell
1121 Lincoln Pl
Fort Pierce
FL 34950

772-812-0073
Mrs Taylor

RECEIVED
FEB 08 2017
CITY CLERK'S OFFICE

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Rebecca Grohall, Planning Director

FROM : Linda Cox, City Clerk

RE : **Disposal of Surplus Property – Lot 13 Lincoln Court**

DATE : February 15, 2017

STAFF REPORT

Background:

The City of Fort Pierce is the owner of real property described as Lot 13 Lincoln Ct., Parcel ID 2409-501-0233-000-1, with a legal description as follows: Lot 13, Block 8, Lincoln Park No. 2, according to the Plat thereof, recorded in Plat Book 4, at Page 77, of the Public Records of St. Lucie County, Florida and contains approximately .06 acres.

The City Building Department discovered that a camper trailer had at some point been placed on Lot 13 of Lincoln Court. After speaking with the resident of the camper trailer and/or the adjacent property, Mr. C. A. Bernard, we learned that the trailer had been on that site for approximately 40 years. It appears that the property was given to the city via Quit Claim Deed from G.B. Walters Property, Inc. in March of 1986, and staff was unaware that a deed had been recorded.

At its meeting on January 17, 2017, the City Commission declared Lot 13 Lincoln Court as surplus property via Resolution 17-R04.

Pursuant to Section 13 of the City Charter, the City advertised on January 27 and February 3 that this property had been declared surplus and bids would be accepted until Tuesday, February 14, 2017 at 3:00. We received one bid in the amount of $50.00 from Mr. Cornelius Bernard and Folly Elizabeth Vassell.

Recommendation:

In accordance with the Fort Pierce Code of Ordinances, Section 2-223 (4), staff recommends the Planning Board review the request and forward a recommendation for **approval** of the sale of Lot 13 Lincoln Court to the City Commission.

City Commission Regular Meeting **13.d.**

Meeting Date: 03/20/2017

Re: SR A1A Bridge Rehabilitation - Locally Funded Agreement With FDOT for Pedestrian Lighting

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution No. 17-R13 Approving a Locally Funded Agreement With FDOT for Pedestrian Lighting on Observation Deck for the Peter P. Cobb Memorial Bridge.

SUMMARY:

This is a request of the City Commission for approval of two agreements and funding allocation for the installation of pedestrian lighting along the proposed rehabilitated observation decks on the Peter P. Cobb Memorial Bridge. As part of the $7,921,268.00 work being contracted by FDOT for bridge rehabilitation, the City requested FDOT to provide pedestrian lighting on the observation decks. FDOT has provided the engineering design but is requiring the City to fund the labor and material costs of the lighting. The City's share is estimated to be $302,753.00. The lighting design includes 38 lights, associated wiring, conduit and two lighting control panels.

RECOMMENDATION:

Recommendation is to enter into agreement with FDOT for the installation of the lighting.

ALTERNATIVES:

Provide no lighting on observation decks.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer, Mike Reals, Public Works Manger

COORDINATED WITH:

FDOT, City Manager, Finance Director

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2017
Account:	100 111 519-6310
Amount:	$302,753.00

FISCAL IMPACT:

FDOT requires 50% ($151,376.50) due upon execution of agreement. Balance will be from next fiscal year made payable by October 6, 2017. Funds are currently available.

Attachments

Local Funding Agreement

Three Party Escrow Agreement
17-R13

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	03/06/2017 04:54 PM
Purchasing	Tony Barnes	03/06/2017 04:54 PM
Finance Department	Johnna Morris	03/10/2017 10:03 AM
City Manager	Nick Mimms	03/15/2017 05:18 PM
Form Started By: John Andrews		Started On: 03/06/2017 02:26 PM
Final Approval Date: 03/15/2017		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this_____day of _____ _____20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Fort Pierce located 100 N. U.S. Highway 1, Fort Pierce, FL 34950, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's bridge rehabilitation of the SR-A1A Peter P. Cobb Memorial Bridge (Bridge No 940094) in St. Lucie County, Florida. (Financial Management (FM) Number 426840-1-52-01, Funded in Fiscal Year 2016/2017); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Construction (installation) of pedestrian observation deck lighting (Financial Management (FM) Number 426840-1-52-02), as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No._____ adopted on_____ _____, 20___, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The total cost for the Project and the DEPARTMENT's bridge rehabilitation work is estimated to be SEVEN MILLION NINE HUNDRED TWENTY ONE THOUSAND TWO HUNDRED SIXTY EIGHT DOLLARS AND NO CENTS ($7,921,268.00). The PARTICIPANT's share for the Project is in the estimated amount of THREE HUNDRED TWO THOUSAND SEVEN HUNDRED FIFTY THREE DOLLARS AND NO CENTS

($302,753.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the PARTICIPANT's payment, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

A. The PARTICIPANT will submit the funding for the Project in two payments. The PARTICIPANT agrees that it will, upon the PARTICIPANT's approval and execution of this Agreement, furnish the DEPARTMENT with a check or wire transfer for 50% of the funding in the amount of ONE HUNDRED FIFTY ONE THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS ($151,376.50). The second payment and final payment, which is the remaining 50% of the required funding, in the amount of ONE HUNDRED FIFTY ONE THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS ($151,376.50) is due no later than October 6, 2017.

In the event the second/final payment is not received by the DEPARTMENT by October 6, 2017, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 426840-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 426840-1-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

If the PARTICIPANT chooses to wire the funds to the DEPARTMENT, please wire funds to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the PARTICIPANT's share of the accepted bid plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating when the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project and the DEPARTMENT's bridge rehabilitation work from the Department's Work Program.

C. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.

D. Should Project modifications occur that increase the PARTICIPANT's payment for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S*.

E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project and the bridge rehabilitation work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & construction cost records and accounts shall be subject

to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the bridge rehabilitation work. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

5. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of the deck lighting.

On November 3, 2005, the PARTICIPANT and the DEPARTMENT entered into a State Highway Lighting, Maintenance, and Compensation Agreement, which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall be responsible for the maintenance of the lighting and comply with the provisions set forth in the Lighting Agreement. The terms of this paragraph shall survive the termination of this Agreement.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project and the bridge reconstruction work is completed as evidenced by the written acceptance of the DEPARTMENT, or December 31, 2020, whichever occurs first.

9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

10. The PARTICIPANT/ Vendor/ Contractor:

(A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and

(B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract 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 contract term.

11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:
Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Fernando Morales, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950
Attn: John Andrews, P.E.
With a copy to: City Attorney
Federal Employer ID No.: F-596-000-322-013

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF FORT PIERCE

BY: _____
NAME: _____
TITLE: _____
_____ day of _____, 20___

ATTEST:

_____
CITY CLERK (SEAL)

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM# 426840-1-52-02

The Project shall include but not be limited to the construction (installation) of pedestrian observation deck lighting.

EXHIBIT B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Fort Pierce ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction (installation) of pedestrian observation deck lighting
Project #: 426840-1-52-02
County: St. Lucie

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

THIS IS AN EXHIBIT ONLY – NOT FOR EXECUTION!

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)	For PARTICIPANT (signature)
Name and Title	Name
59-3024028 Federal Employer I.D. Number	Title
Date	F-596-000-322-013.1 Federal Employer I.D. Number
	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY ..... NOT FOR EXECUTION!

EXHIBIT C

STANDARD HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE CITY OF FORT PIERCE

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 3rd day of November, year of 2005, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the **"FDOT"**, and CITY OF FT. PIERCE, hereinafter referred to as the **"MAINTAINING AGENCY"**;

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY,** hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.

b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.

c. All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices; and,

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.

d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by the **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and the **FDOT** agrees to undertake

those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the **FDOT** and the **MAINTAINING AGENCY**

e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of $ 205,185.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).

b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.

c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.

d. Payment shall be made in accordance with Section 215.422, Florida Statutes.

e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** 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.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, 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 shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that 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 one (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 **FDOT** which are for an amount in excess of $25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by the **FDOT** or the public.

b. Pursue any other remedies legally available.

c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

a. The **FDOT** 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 shall be cause for unilateral cancellation of this Agreement.

b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the 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 shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

e. Time is of the essence in the performance of all obligations under this Agreement.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

CITY MANAGER, CITY OF FT. PIERCE
CITY HALL
100 NORTH US 1
FT. PIERCE, FL 34954

FDOT:

DISTRICT MAINTENANCE ENGINEER
3400 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FL 33309

g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT**: 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.

h. 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

☒ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY - CITY OF FORT PIERCE

BY: (Signature) _____ DATE: _____

(Typed Name: Robert J. Benton, III **)**

(Typed Title: Mayor **)**

...ED AS TO FORM AND CORRECTNESS

City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: 11/3/5

(Typed Name: James A. Wolfe **)**

(Typed Title: District Secretary **)**

STATE OF FLORIDA · DEPARTMENT OF TRANSPORTATION

FDOT Legal Review

BY: (Signature) _____ DATE: 11/3/2005

District Counsel

(Typed Name: DAWN RADUANU **)**

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Fort Pierce (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: Construction (installation) of pedestrian observation deck lighting
Project #: 426840-1-52-02
County: St. Lucie

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-000-322-013
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

RESOLUTION NO. 17-R13

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 LOCALLY FUNDED AGREEMENT AND A THREE PARTY ESCROW AGREEMENT TO PROVIDE FOR THE **INSTALLATION OF PEDESTRIAN OBSERVATION DECK LIGHTING** AS PART OF THE DEPARTMENT'S BRIDGE REHABILITATION WORK OF THE SR A1A – PETER P. COBB MEMORIAL BRIDGE, PROJECT # 426840-1-52-02, 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, this Locally Funded Agreement and a Three Party Escrow Agreement are in the interest of both the City of Fort Pierce and the Florida Department of Transportation to make certain improvements in connection with the Department's bridge rehabilitation of the SR A1A – Peter P. Cobb Memorial Bridge in St. Lucie County, Florida; and

WHEREAS, The City of Fort Pierce has requested the Department perform the following additional work: Construction (installation) of pedestrian observation deck lighting on said bridge; and

WHEREAS the improvements are in the interest of both the City and the Department and it would be more practical, expeditious, and economical for the Department to perform such activities.

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 State of Florida Department of Transportation Locally Funded Agreement and a Three Party Escrow Agreement for the improvements.

2. The City of Fort Pierce's share for the project is in the estimated amount of Three Hundred Two Thousand and Seven Hundred Fifty Three Dollars and No Cents ($302,753.00)

3. That the Mayor, City Clerk and City Attorney are hereby authorized to enter into said agreements and to execute said agreements on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of March, 2017.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form And Correctness:

_____
James M. Messer, Esq.
City Attorney

City Commission Regular Meeting **13.e.**

Meeting Date: 03/20/2017

Re: Requested Updates

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Updates on anti-tethering ordinance amendment and Florida Animal Friend grant efforts.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/15/2017 05:17 PM

Form Started By: Jennifer Robinson Started On: 03/15/2017 04:18 PM

Final Approval Date: 03/15/2017