

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 1, 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 April 17, 2017 regular meeting
6. **PROCLAMATIONS**
 - a. Mental Health Awareness Month Proclamation being received by New Horizons Mental Health, Primary Care & Substance Abuse and Suncoast Mental Health Center
 - b. Williams Syndrome Awareness Month Proclamation being received by Jackie Dobbs, Williams Syndrome Association.
 - c. Travel and Tourism Week Proclamation being received by Charlotte Bireley, St. Lucie County Director of Tourism & Marketing.
7. **LETTERS TO COMMISSION**
 - a. Memo from Mike Reals expressing his sincere appreciation for the efforts of the Police Department and the Youth Explorers that contributed towards the success of the Keep Fort Pierce Beautiful Great American Cleanup.
 - b. Email from Irene A. Szedlmayer, Senior Planner, Growth Management Department, Martin County, thanking Libby Woodruff, Urban Redevelopment Manager for the dedication of her tremendous talents to the City of Fort Pierce, its neighborhoods and people.

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 Camilla Minus, owner of Camilla's Touch, Inc., 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. Jane Kyong, owner of Seoul Garden, Inc. in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business. Ms. Kyong received small business grant during 2015 PY.
- c. Approve grant award for Angela Brown, owner of business Florida Highwaymen Artist A.J. Brown, LLC in the amount of \$3,000 as an eligible recipient under the 2016-17 CDBG Grant Award for Small Business.
- d. Approve grant award for Marva Lamb, owner of Medical Training Center in the amount of \$3,000 as an eligible recipient under the 2026-2017 CDBG Grant Award for Small Business.
- e. Approval of Communitywide Council recommendations for 2017 Public Service Grant Awards in the total amount of \$50,000.
- f. Approval of travel expenses of \$1652.21 for Commissioner Perona to attend the 2017 American Public Power Association National Conference being held on June 18 - 21, 2017 in Orlando, Florida.
- g. Approval of traffic equipment purchase from Econolite Group Inc. of Jacksonville, FL. in the amount of \$141,966.00.
- h. Approval of request from Main Street Fort Pierce for a \$20,000 contribution from the City of Fort Pierce towards the cost of the expenses for Stars Over St. Lucie, a 4th of July Celebration.

11. **PUBLIC HEARINGS**

- a. **Quasi Judicial Hearing** - Application for Conditional Use with no new construction, with conditions, submitted by property owner, Pelican Properties LLC – John Mooney, to operate a three (3) unit Dwelling Rental, with minimum rental periods of one (1) month, at 1171 Seaway Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-501-0288-000-7.

12. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Update and discussion on parking enforcement activities

13. **CITY COMMISSION**

- a. Discussion led by Commissioner Perona regarding a dog friendly park on the beach.

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) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting

5.a.

Meeting Date: 05/01/2017

Re: Approval of minutes from the April 17, 2017 regular meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the April 17, 2017 regular meeting

Attachments

04.17.2017 Minutes

Form Review

Form Started By: Caleta Scott
Final Approval Date: 04/19/2017

Started On: 04/19/2017 02:28 PM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, APRIL 17, 2017.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Reverend George Welch, White City 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; Commissioner Reginald Sessions

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

5. **APPROVAL OF MINUTES**

- a. Approval of minutes from the April 3, 2017 regular meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve the minutes from the April 3, 2017 regular meeting.

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

6. **PROCLAMATIONS** - There were no proclamations.

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

- a. Email from Rod Robertson expressing his appreciation of the coordination and cooperation of City departments for the success of the Farmer's Market, free Seafood Festival and free Sunday music event all hosted downtown on the same weekend.
- b. ActiveCaptain 5 star review of the City Marina's excellent customer service and convenient location within walking distance of the Sunrise Theatre, great food and Farmer's Market.
- c. Email from Scott Franzen in appreciation of the caring, compassion and professionalism of the staff at the City Marina during the reservation process of his towed boat.

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

Hampton Jackson - item 13b

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson 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 Michael Lewis, owner of Just You Custom Designs in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.
- b. Approve the purchase of one (1) Power Edge R730 Server from Dell Computers, Rock Round, TX, piggyback State Contract #WN08AGW, Agreement #43211500-WSCA-15-ACS, in the amount not to exceed \$29,629.31.
- c. Approve the purchase of one (1) Exchange Server (Power Edge R730) and one hundred and forty-seven (147) licenses from Dell Computers, Round Rock, TX, piggyback State Contract #WN08AGW, Agreement #43211500-WSCA-15-ACS, in the amount not to exceed \$18,462.79.
- d. Approve the purchase of two (2) Managed Switches (\$6,755.00) and three (3) Storage Area Network Servers (\$8,055.00), piggyback U.S. Communities IT Products & Service Contract #4400006644 from Insight Public Sector, Tempe, AZ, in the amount not to exceed \$14,810.00.
- e. Request approval to piggyback Charlotte County Bid No. 2015000418 to lease twenty (20) patrol vehicles; thirteen (13) Ford Interceptor Sport Utility Vehicles for Patrol Officers, four (4) Ford Interceptor Sport Utility Vehicles for Patrol Supervisors, three (3) Ford Interceptor Sport Utility Vehicles for Crime Prevention from Bartow Ford, Bartow, FL, in the amount not to exceed \$723,765.50.
- f. Approve the following contributions: \$1,000 to the 31st National Conference on Preventing Crime in the Black Community through the Derrick Brooks Foundation, \$1,000 to the In the Image of Christ, Incorporated, \$1,000 to the National Organization of Parents of Murdered Children Incorporated, \$500 to the Roundtable of St. Lucie County, \$1,000 to Creating Tomorrow's Leaders, \$2,500 to the Boys & Girls Clubs of St. Lucie County, and \$10,000 to the Fort Pierce Athletic League (\$5,000 for the Ball and \$5,000 for Dancing with Pal) from the Law Enforcement Trust Fund.
- g. Request permission to submit and accept grant application for N 17th Street Improvements Orange Ave to Avenue D (Drainage Improvements) from Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Hermine (FEMA-4280-DR-FL).
- h. Approval of Specific Authorization No. 1 Permitting Services to Tetra Tech of Stuart FL. in the amount of \$16,411.00.
- i. Approval of an Interlocal Agreement between the City of Fort Pierce and St. Lucie County for the lease of office space in the Fort Pierce Parking Garage for the utilization of the Guardian ad Litem Program.

- j. Approve Subordination of City Utility Interest Agreements between the City of Fort Pierce and Florida Department of Transportation needed for the Kings Highway Road Widening Project.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander 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. Quasi-Judicial Hearings

- 1. Ordinance 17-011 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 900 Avenue O from General Recreational Open Space (OS-1) to General Commercial Zone (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 GENERALLY AT 900 AVENUE O FROM GENERAL AND RECREATIONAL OPEN SPACE ZONE, OS- 1, TO GENERAL COMMERCIAL ZONE, C-3; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.

Amanda Martinez, applicant representative, gave an update on the progress for obtaining a light at the intersection.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item **11A1**.

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

Passed

- 2. Ordinance 17-013 Amending the Zoning Atlas of the City of Fort Pierce to rezone property located at 1000 - 1190 Avenue O from Single-family Moderate Density (R-3) to General Commercial (C-3) & Neighborhood Commercial (C-2) 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM SINGLE FAMILY MODERATE DENSITY RESIDENTIAL ZONE, R-3, TO GENERAL COMMERCIAL ZONE, C-3 AND NEIGHBORHOOD COMMERCIAL ZONE, C- 2; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item **11A2**.

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

B. Legislative Hearings

1. Ordinance 17-010 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located at 900 Avenue O from COS, Conservation Open Space 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 GENERALLY AT 900 AVENUE O FROM COS, CONSERVATION OPEN SPACE TO GC, GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item **11B1**.

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

2. Ordinance 17-012 Amending the Future Land Use Map of the Comprehensive Plan to change the designation of property located between 1000 - 1190 Avenue O from Low Density Residential (RL) to General Commercial (GC) & Neighborhood Commercial (NC) . **SECOND READING**

Linda Cox, City Clerk, read the Ordinance, into the record, by title only 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 GENERALLY BETWEEN 1000 AND 1190 AVENUE O FROM RL, LOW DENSITY RESIDENTIAL, TO GC, GENERAL COMMERCIAL; AND NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item **11B2**.

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

3. Ordinance 17-014: Abandoning an unopened segment of North Tenth Street right-of-way, between Avenue M & O upon payment of appraised value in the amount of \$3,144.
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, ABANDONING A PORTION OF NORTH TENTH STREET RIGHT-OF-WAY, LYING SOUTH OF AVENUE O WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.

Linda Rolle inquired about the 10th street extension.

Amanda Martinez, applicant representative, explained how 10th street will be a connector for the two properties.

In response to Commissioner Alexander's inquiry, Amanda Martinez stated that they plan to clear up the underbrush, pending environmental assessment.

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

Kori Benton, Senior Planner, stated that once the site plan is presented, the access points will be discussed, making sure it meets City standards.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve item **11B3**.

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

4. Ordinance 17-015 Eliminating Participation by Uncertified Alternate Board Members. SECOND READING

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

AN ORDINANCE AMENDING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI, SECTION 2-201(a); ELIMINATING PARTICIPATION OF UNCERTIFIED ALTERNATE MEMBERS IN DISCUSSIONS OR DELIBERATIONS OF BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item **11B4**.

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

5. Ordinance 17-016 Eliminating Compensation for Members of City Appointed Boards. SECOND READING

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

AN ORDINANCE REPEALING FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTION 2-225; CHAPTER 5, ARTICLE II, SECTION 5-19(e); AMENDING CHAPTER 2, ARTICLE XIII, SECTION 2-243(c); CHAPTER 22, ARTICLE X, SECTION 22-147(d); ELIMINATING COMPENSATION TO BOARD MEMBERS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item **11B5**.

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

6. Ordinance 17-017 Abolishing the Code Enforcement Board. FIRST READING

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

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES, CHAPTER 2, ARTICLE XIII AND CHAPTER 2, ARTICLE XIII.5 SECTION 2-253 BY ABOLISHING THE FORT PIERCE MUNICIPAL CODE ENFORCEMENT BOARD, TRANSFERRING ALL DUTIES OF THE CODE ENFORCEMENT BOARD TO THE SPECIAL MAGISTRATE, AND DELETING REFERENCES THEREIN TO THE CODE ENFORCEMENT BOARD; REPEALING CHAPTER 2, ARTICLE XIII.5 SECTION 2-253.5; AMENDING CHAPTER 2, ARTICLE XX, SECTION 2-331; CHAPTER 8.5, ARTICLE III, SECTION 8.5-48; CHAPTER 9, ARTICLE XIII, SECTION 9-371 (a); CHAPTER 11.5, ARTICLE I, SECTION 11.5-6; CHAPTER 11.5, ARTICLE II, SECTIONS 11.5-28(b) AND 11.5-29; CHAPTER 16, ARTICLE III, SECTIONS 16-51, 16- 54, AND 16-55(b); CHAPTER 22, ARTICLE XII, DIVISION 1, SECTION 22-181; AND CHAPTER 23, ARTICLE VII, DIVISION 3, SECTION 23-119(c) BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD AND SUBSTITUTING SPECIAL MAGISTRATE; AMENDING CHAPTER 7, ARTICLE III, SECTION 7-33; CHAPTER 9, ARTICLE II, SECTION 9-27(c); CHAPTER 10, ARTICLE III, SECTIONS 10-305(a)(11), 10-306(b), 10-307(d), 10- 307(f); AND CHAPTER 17, ARTICLE III, SECTION 17-60 BY DELETING REFERENCES TO THE CODE ENFORCEMENT BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Alexander inquired about how long the Code Enforcement Board has existed

and the purpose of the board. James Messer, City Attorney, stated that the State laws have changed tremendously which require certain matters to be held in a quasi-judicial hearing. The theory of the ordinance is to take the quasi-judicial decision making from lay boards and transfer them to a special magistrate that is trained in the law. This may present less problems, more efficiency and more consistency. Commissioner Alexander is concerned that going before Special Magistrate will not get the same consideration as a hearing amongst peers.

Mayor Hudson opened the public hearing.
Misty Minton spoke in opposition.
John George spoke in opposition.
Cleaver Hayling spoke in opposition.
Seeing no one else, Mayor Hudson closed the public hearing.

Further discussion included limited staff and staff demands for hearing, interpretation of the code by board, staff representation by City Attorney, history of number of cases heard and the board member appointment process.

Motion was made by Commissioner Thomas Perona, to approve item **11B6. Motion died for lack of second.**

Commissioner Johnson requested the number of cases per year, staff time for preparation of minutes and fiscal information needed to make a better decision. Commissioner Sessions spoke about potential City Attorney conflicts and would like to talk about direct appointments to the Code Enforcement Board.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to deny item **11B6.**

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

Commissioner Johnson cannot support the motion due to wanting more information.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to postpone to the May 15, 2017 City Commission meeting with the requested supporting information.

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

7. Ordinance 17-018 Amending Chapter 4 - Animals, creating a definition of Community Cats and providing to exemption. SECOND READING.

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

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 4 – ANIMALS TO ALLOW FOR COMMUNITY CATS BY AMENDING SEC. 4-1 – DEFINITIONS; SEC. 4-22 – RESTRAINT OF ANIMALS, GENERALLY; SEC. 4-50 – REGISTRATION

REQUIRED; SEC. 4-72 – IMPOUNDMENT AND DISPOSITION NOT UNDER RESTRAINT, AT LARGE, AND NUISANCE ANIMALS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item **11B7**.

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

12. MISCELLANEOUS REPORTS & REQUESTS

- a. Update on Fisherman's Wharf Plan - Joint County - City Planning Grant through DEO - Leslie Olson

Leslie Olson, St. Lucie County Director of Planning and Development Services, gave a presentation on the draft design components for the Fisherman's Wharf Redevelopment Plan. The plan will serve to protect and support historic downtown and Edgartown and become an integral part of the Port of Fort Pierce Master Plan.

Commission discussion included connectivity issues. Dennis Murphy, Culpepper and Terpening, spoke about their preliminary images and possibilities of slowing the intersection down. He is confident that the plan will work over time. Kyle Croce, St. Lucie County Engineer, stated they will continue to go after grants in partnership with the City of Fort Pierce. The goal is for all property owners to collaboratively develop the area. This will be brought back to the Commission in the future. The consensus was to move forward with the conceptual plan.

13. CITY COMMISSION

- a. Presentation and acceptance of City Audit on all funds for fiscal year ended September 30, 2016, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

Mark Barnes gave a brief presentation of the Comprehensive Audit Financial Report for FY2016 and was available for questions.

- b. Resolution 17-R15 authorizing the sale of 505 N 7th Street.

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

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE SALE OF REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE, KNOWN AS 505 N 7th STREET, OWNED BY THE CITY OF FORT PIERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Nicholas Mimms, City Manager, stated that there was significant differential in the offering price and the appraised value of the property. Staff recommends to reject all offers in order to consider offers that may be better suited for the community. Commission discussion included upkeep, maintenance and staff visits to the site. Consensus was that it would be helpful to

have the listing agent available to answer questions.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to reject all offers.

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

NAY: Commissioner Rufus Alexander

Other: Commissioner Reginald Sessions (ABSTAIN)

Passed

Commissioner Sessions filed form 8B as required.

14. COMMENTS FROM THE PUBLIC

Mark Woodruff
Jacqueline Brown
Betty Bradwell
Monte Innis
Mario Wilcox
Caroline Sessions

15. COMMENTS FROM THE CITY MANAGER

Nicholas Mimms, City Manager, stated that he has questions about the listing and plans to visit the site. Citizen's Academy has begun with the largest class yet, and a visit with Senator Nelson demonstrated that he is working for us on the Treasure Coast. Devoshay Johnson announced that EPIC Praise in the Park event will take place on Saturday, April 29 at Dreamland Park at 9:00 AM.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander appreciates how Mr. Messer has empowered him with the information he shares with the Commission.

Commissioner Perona stated that he sees the trend of staff taking a broad look at how to be more efficient and believes it may challenge the Commission to balance the community needs.

Commissioner Sessions requested an update on annexation. He has been impressed and delighted with the information provided by Mr. Messer and asks that he keep up the good work. He is looking forward to a great EPIC event on April 29.

Commissioner Johnson thanked Mr. Messer, spoke about the good day with Senator Bill Nelson and talked about sober homes and opioid abuse. He attended the Coast Guard 75th Anniversary last week and it was good to see their excitement for being a partner with the City.

Mayor Hudson stated that she appreciates the fresh approach offered by Mr. Messer as well as the members of the Code Enforcement board coming in to speak at the meeting. Taste of St. Lucie is happening on Wednesday April 19 and Oxbow Eco Center is celebrating Earth Day on April 29.

17. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 10:22 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6.a.

Meeting Date: 05/01/2017

Re: Mental Health Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Mental Health Awareness Month Proclamation being received by New Horizons Mental Health, Primary Care & Substance Abuse and Suncoast Mental Health Center

Form Review

Form Started By: Caleta Scott

Started On: 04/12/2017 01:20 PM

Final Approval Date: 04/12/2017

City Commission Regular Meeting

6.b.

Meeting Date: 05/01/2017

Re: Williams Syndrome Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Williams Syndrome Awareness Month Proclamation being received by Jackie Dobbs, Williams Syndrome Association.

Form Review

Form Started By: Caleta Scott

Started On: 04/12/2017 11:08 AM

Final Approval Date: 04/12/2017

City Commission Regular Meeting

6.c.

Meeting Date: 05/01/2017

Re: Travel and Tourism Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Travel and Tourism Week Proclamation being received by Charlotte Bireley, St. Lucie County Director of Tourism & Marketing.

Form Review

Form Started By: Caleta Scott

Started On: 04/12/2017 11:51 AM

Final Approval Date: 04/12/2017

City Commission Regular Meeting

7.a.

Meeting Date: 05/01/2017

Re: Memo from Mike Reals

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Memo from Mike Reals expressing his sincere appreciation for the efforts of the Police Department and the Youth Explorers that contributed towards the success of the Keep Fort Pierce Beautiful Great American Cleanup.

Attachments

Memo from Mike Reals

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2017 04:12 PM
Form Started By: Jennifer Robinson		Started On: 04/19/2017 05:18 PM
Final Approval Date: 04/21/2017		



THE SUNRISE CITY
FORT PIERCE
PUBLIC WORKS
DEPARTMENT

Florida

TO : Diane Hoble-Burney, Chief of Police

FROM : Mike Reals, Director of Public Works *MR*

RE : **THANK YOU**

DATE : April 3, 2017

On behalf of the Public Works Department, I would like to offer my sincere appreciation for the efforts of your staff as well as your Youth Explorers during the Keep Fort Pierce Beautiful Great American Cleanup held on April 1st. Officers shuttled countless supplies and volunteers to both sites on Sunrise Blvd., interacted with the public, and the children did an amazing job with the projects. A great time was had by all and your officers are to be commended for their commitment to this cause.

Every year this event gets bigger and every year we can count on the Fort Pierce Police Department to be a part of its success. Thank you again for your continuous support in Keeping Fort Pierce Beautiful!

cc: Nichoals C. Mimms, City Manager
Paul Bertram, Parks & Grounds Division Manager

City Commission Regular Meeting

7.b.

Meeting Date: 05/01/2017

Re: Email from Irene A. Szedlmayer

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Irene A. Szedlmayer, Senior Planner, Growth Management Department, Martin County, thanking Libby Woodruff, Urban Redevelopment Manager for the dedication of her tremendous talents to the City of Fort Pierce, its neighborhoods and people.

Attachments

Email from Irene Szedlmayer

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2017 04:12 PM
Form Started By: Jennifer Robinson		Started On: 04/19/2017 05:26 PM
Final Approval Date: 04/21/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc: Elizabeth Woodruff/cfp@cfp, Rebecca Grohall/cfp@cfp,
Bcc:
Subject: Fw: RE: CWC Recommendations for 2016-2017 PSA Grants
From: Nicholas Mimms/cfp - Thursday 04/13/2017 05:39 PM

History: This message has been replied to.

To: "Elizabeth Woodruff" <ewoodruff@city-ftpierce.com>
From: Irene Szedlmayer <isedlma@martin.fl.us>
Date: 04/13/2017 10:04AM
Cc: "nmimms@city-ftpierce.com" <nmimms@city-ftpierce.com>
Subject: RE: CWC Recommendations for 2016-2017 PSA Grants

Thank you, Libby, for the dedication of your tremendous talents to the City of Fort Pierce, its neighborhoods and people.

Your perseverance, optimism, creativity, patience, intellect and professionalism set a high bar for others like myself in a similar field of work who also aspire to make a difference.

Irene A. Szedlmayer, AICP

Senior Planner

Growth Management Department

Martin County Board of County Commissioners

Telephone: 772-288-5931 (direct line) 772-288-5495 (front desk)

From: Elizabeth Woodruff [mailto:ewoodruff@city-ftpierce.com]

Sent: Thursday, April 13, 2017 9:41 AM

To: evcox@comcast.net; Elizabeth Woodruff; haygar1111@yahoo.com; irene.szedlmayer@gmail.com; Irene Szedlmayer; jonneprud@yahoo.com; kmike@city-ftpierce.com; robertearl1025@gmail.com

Cc: Nicholas Mimms

Subject: CWC Recommendations for 2016-2017 PSA Grants

Good Morning CWC Members,

Attached is the list of your recommendations for the 2016-2017 Public Service Grant awards that I will present to the City Commission for their consideration at their regularly-scheduled May 1 meeting.

Thank you very much for your time and dedication to making a difference for the citizens of Fort Pierce.

Libby

Phone: 772.467.3169 Fax: 772.466-5808 100 North U.S. 1 Fort Pierce, Florida 34950

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City Commission Regular Meeting

10.a.

Meeting Date: 05/01/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Camilla Minus, owner of Camilla's Touch, Inc., in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business.

SUMMARY:

2016-17 CDBG provides funding for small businesses that attend two (2) educational workshops to purchase items to improve capacity & sustainability. Ms. Minus attended workshops 8/18 and 11/16/16 and has applied for a grant to purchase equipment for her business, Camilla's Touch, Inc.

RECOMMENDATION:

Approve grant award for Ms. Minus to purchase equipment for her business.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

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

OTHER INFORMATION:

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

Attachments

Camilla's Touch - Grant App
Camilla's Touch - Contract

Form Review

Inbox **Reviewed By** **Date**

City Manager Nick Mimms
Form Started By: Libby Woodruff
Final Approval Date: 04/21/2017

04/21/2017 04:13 PM
Started On: 04/11/2017 10:03 AM



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Camilla's Touch
 Physical Address: 800 Virginia Ave Suite 23E
 Mailing Address: 800 Virginia Ave Suite 23E
 Website Address: CamillasTouch@yahoo.com
 Contact Person: Camilla Minus Title: Owner
 Best Contact Telephone Number # 772-205-7028

Grant Amount Requested: \$ 3,126.22

=====
 Business Owner Signature: [Signature]
 Printed Name of Business Owner: Camilla O. Minus
 Owner Telephone Number: 772-205-7028 Email: CamillasTouch@yahoo.com
 =====

1. Please describe what you like to purchase with the grant funds. Office Supplies / name of business on Sign & Window
Also Shirts

2. Please explain why you feel this purchase will help your business. I will
give my the items needed to help this business
grow also Advertise

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:
CAMILLA'S TOUCH, INC 800 VIRGINIA AVE 23 E FT PIERCE FL 34982	CAMILLA'S TOUCH, INC

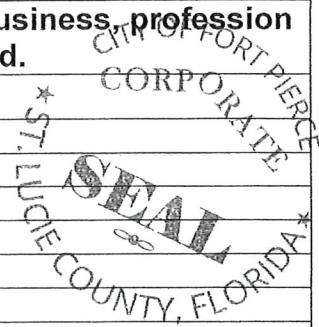
Business Location*: 800 VIRGINIA AVE 23 E

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

Date Issued	Expiration Date	Control Number
December 30, 2016	September 30, 2017	0046180

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

BTR #	Classification	Restrictions
17-00028706	HOME HEALTH CARE SERVICES	HOME HEALTH CARE



Tax Amount	\$127.34
New/Renewal Fee	\$15.00
Penalty	\$0.00
Total	\$0.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.





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

Detail by Entity Name

Florida Profit Corporation
CAMILLA'S TOUCH, INC.

Filing Information

Document Number P13000051340
FEI/EIN Number 46-2539010
Date Filed 06/12/2013
State FL
Status ACTIVE

Principal Address

800 Virginia ave
Suite 23E
Fort Pierce, FL 34958

Changed: 03/21/2017

Mailing Address

P.O. BOX 651521
VERO BEACH, FL 32965

Changed: 04/25/2015

Registered Agent Name & Address

MINUS, CAMILLA O
5112 LaSalle St.
Apt.# B
Fort Pierce,, FL 34951

Address Changed: 04/27/2016

Officer/Director Detail

Name & Address

Title D

MINUS, CAMILLA O
5112 La Salle st
B
Fort Pierce, FL 34951

Title AD

MINUS, ANITHRA
5203 La Salle st
A
Fort Pierce, FL 34951

Title AD

MINUS, MARIAH
5203 LaSalle St.
Apt# B
Fort Pierce, FL 34951

Annual Reports

Report Year	Filed Date
2015	04/25/2015
2016	04/27/2016
2017	03/21/2017

Document Images

03/21/2017 – ANNUAL REPORT	View image in PDF format
04/27/2016 – ANNUAL REPORT	View image in PDF format
04/25/2015 – ANNUAL REPORT	View image in PDF format
04/06/2014 – ANNUAL REPORT	View image in PDF format
06/12/2013 – Domestic Profit	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that CAMILLA'S TOUCH, INC. is a corporation organized under the laws of the State of Florida, filed on June 12, 2013.

The document number of this corporation is P13000051340.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 21, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of March,
2017*



Ken Rejzner
Secretary of State

Tracking Number: CC3566971339

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

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

04/04/2017

To Whom It May Concern,

As the Owner and Operator of Camilla's Touch I attest that I have to following employees:

1. Deborah Greer
2. Yterria Mcgee
3. Camilla Minus

I also attest to the fact that I am not under a nuisance abatement.

Sincerely,

Certificate of Completion

This Certificate is Presented to:

Camilla Mings

(Attendee Name)

Camilla's Touch

(Business Name)

For Successfully Completing the Small Business Workshop Entitled
"Business Law for Small Business Owners"

August 18, 2016

An economic development
initiative funded by:




SCORE Workshop Instructor

In collaboration with:



Certificate of Completion

This Certificate is Presented to:

Smill's Plino

(Attendee Name)

Smill's Touch

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

An economic development
initiative funded by:




SCORE Workshop Instructor

In collaboration with:

SCORE



FOR THE LIFE OF YOUR BUSINESS



Tax essentials. Organization must-haves. Shop now >



Home Need Help? Weekly Ad

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EASY REORDER

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4 ITEMS

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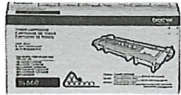
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CHECKOUT

Brother TN-660 Toner Cartridge, Black, High Yield

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Ship to Address Pick Up in Store Ready in 1 hour!

1 at \$45.99 \$50.99 Each \$45.99

\$45.99

Expected Delivery By: Wednesday, April 5

Item: 1005409 | Model: TN660

Available for Auto Restock

Staples® Multiuse Copy Paper, 8 1/2" x 11", 8-Ream Case

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Ship to Address Pick Up in Store

1 at \$48.99 4,000/Case \$48.99

\$19.99

Expected Delivery By: Wednesday, April 5

Instant Savings: -\$29.00

Item: 1149611 | Model: 26860-CC

Available for Auto Restock

Brother MFCL2700DW Mono Laser All-In-One Printer

Add to Favorites Remove from Cart



Ship to Address Pick Up in Store Ready in 1 hour!

1 at \$199.99 Each \$199.99

\$149.99

Expected Delivery By: Wednesday, April 5

Instant Savings: -\$50.00

Item: 1174233 | Model: MFCL2700DW

SquareTrade Protection Plan

Protect Your Investment

Hide Details



- 2-yr Printer Protection Plan (\$100-\$149.99) \$10.99
- 3-yr Printer Protection Plan (\$100-\$149.99) \$14.99

No Protection : Select a plan above

2-yr Printer Protection Plan (\$100-\$149.99)

Add to Favorites Remove from Cart



Ship to Address

Pick Up in Store

1 at \$10.99 Each

\$10.99

\$10.99

Expected Delivery By: Wednesday, April 5

Item: 1037487 | Model: RD-CE0149N2B



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View Full Product Details

SEE PRICE IN CART

Terms and Conditions

The tax shown is estimated. Your Order Confirmation Email will include shipment details, product availability and estimated tax. If you are a tax-exempt customer please see our Tax-Exempt Information. Important information concerning coupons and sales tax and our return policy.

Not responsible for typographical errors. Our prices may vary from store and catalog prices. Not all items available. We reserve the right to limit quantities, including the right to prohibit sales to resellers.

ORDER SUMMARY

Coupon Code ADD

Subtotal (Including Coupons): \$226.96

Shipping: FREE

Pre-Tax Subtotal: \$226.96

CHECKOUT

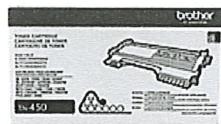
CONSIDER BEFORE CHECKOUT!



Brother DR-630 Black Drum Unit

(87)

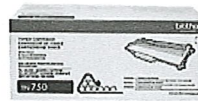
\$81.19



Brother TN-450 Toner Cartridge, Black, High Yield

(1730)

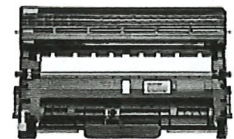
\$45.99



Brother Toner Cartridge, Black, High Yield (TN-750)

(374)

\$83.99



Brother Drum Cartridge (DR420)

(360)

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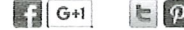
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Product selection form with steps: 1. Choose Product Type (Item - from: \$165.99/1 each), 2. Choose Product Options (Count: 1 each/box), 3. Complete Your Selection (Quantity: 1, Item #: BAG206, Item Price: \$165.99, Availability: In Stock, Total Price: \$165.99). Includes an Add To Cart button.

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Specifications

- 8"x13"x20" size fits under airplane seat
Extra durable, ballistic nylon construction
Folds to just 3" thick for easy storage
So sturdy you can stack other luggage on top (elastic cord included)--holds up to 100lbs
Zip-down external organizer pockets
Top-loading with adjustable dividers
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Embroidered Women's Polos

Embroidered Women's Polo

Qty

<input type="button" value="+ Show Selected Options"/>	\$350.00
SALE33	-\$115.78
Item Total	\$234.22

Promotional Code

Only one promo code per order, please.

Promo code SALE33 has been applied:
Save up to 33% sitewide. Discount percentages may vary on options, upgrades, and accessories. Details

Product Total

\$234.22

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Embroidered Women's Polo

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+ Show Selected Options \$950.00

SALE33 -\$115.78

Item Total **\$234.22**

Promotional Code

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Only one promo code per order, please.



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Invitations & Stationery

Clothing & Bags

Digital Marketing

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Embroidered Women's Polos

Embroidered Women's Polo

Qty

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[Show Selected Options](#)

SALE33

Item Total

Promotional Code

SALE33

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Only one promo code per order, please.

Promo code SALE33 has been applied:

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Product Total

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Google
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Flash Furniture 36" Round Black Laminate Table Set with X-Base and 4 Ladder Back Metal Chairs, Black Vinyl Seat

Item: 201158 Model: HDBF1029 Be the first to Write a Review



Flash Furniture 36" Round Black...

Delivery

\$301.39
Each

1

ADD TO CART

Expected by:
3 - 7 Business Days
This Item Ships Free

Not Sold in Stores

- Special Financing Available
- Free Pick Up In Store



Product Details

- Black Powder Coated Chair and Table Frame
- Set Includes 4 Chairs, Round Table Top and X-Base
- Dimensions: 30"H x 36"W x 36"D

View Full Product Details

Add to Favorites

CONSIDER THIS SIMILAR PRODUCT



Flash Furniture 36" Round Mahogany Laminate Table Set with X-Base and 4 Black Trapezoidal Back Banquet Chairs

Item: 201143 / Model: HDBF1002

(1 reviews)

\$229.59

Each

1

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Get the Samsung Galaxy Luna for just \$99

Limited time only. While supplies last.

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Electronics > Computers > Software

Intuit QuickBooks Pro 2017

1 reviews Q&A By: Quickbooks Walmart #: 556277493



\$188⁹⁹

Sold & shipped by BuyDepot

Free shipping

Or get it by Apr 3 with faster shipping options Shipping options

Free pickup not available from this seller

Quantity: 1

Add to Cart

Add to List

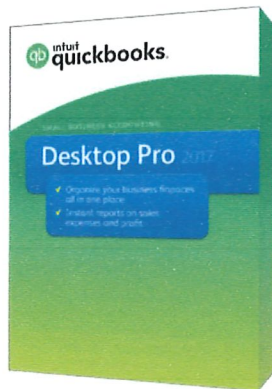
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2 other sellers from \$217.99

\$217.99 + Free shipping
Sold & Shipped by DealClock

\$218.00 + Free shipping
Sold & Shipped by Panda Rover

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Highlights

- Easy to set up, learn and use
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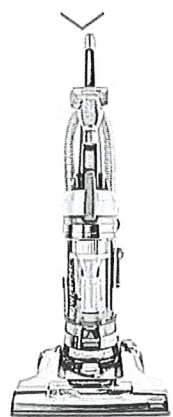
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Home > Appliances > Vacuums & Floor Care > Bagless Uprights

Bissell PowerForce Helix Turbo Bagless Vacuum, 1701 (New improved version of 68C71)

518 reviews Q&A By: Bissell Walmart #: 554725755



\$59.00 + FREE shipping Rollback

Was \$68.00 Save \$9.00

Sold & shipped by Walmart

Want it by Monday, Apr 3? Choose **Expedited** at checkout [Shipping options](#)

Free pickup today in Fort Pierce [Pickup options](#)

Quantity:

Highlights

- Great for carpeting, upholstery and more
 - 5 height adjustments
 - Large capacity dirt container
- [Read more...](#)

Customers also considered



Bissell PowerForce Helix Turbo Rewind Bagless...

BISSELL PowerLifter Pet Bagless Upright...

Dirt Devil Power Max Pet Bagless Upright...

O-CEDAR FASTEASY BRM W/DP

Black and Decker Air Swivel Lite Ultralight...

Arm & Hammer Pet Odor & Dirt Eliminator,...

Bissell PowerForce Turbo Inner and Ot...



Customers also bought these products



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Reorder your favorites



Straight Talk

Get the Samsung Galaxy Luna for just \$99

Limited time only. While supplies last.

Buy now

Office > Office Technology > Phones & Accessories > All Phones

magicJack GO

247 reviews Q&A By: Magicjack Lp. Walmart #: 552755007



\$33.00

Rollback

Was \$49.96 Save \$16.96

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Free 2-Day Shipping on orders \$35+
Arrives by Friday, Mar 31

Orders under \$35 ship for \$5.99 [Shipping options](#)

Free pickup today at Fort Pierce
5100 Okeechobee Rd [Pickup options](#)

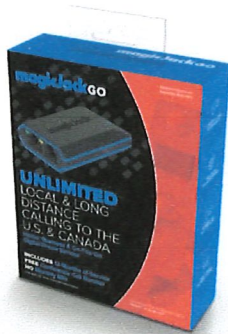
Quantity: 1

Add to Cart

Add to List

Add to Registry

Clearance
Almost gone! Low prices on office supplies. [Shop now](#)



Highlights

- Home, business and on-the-go phone service
 - Provides free local and long-distance calling
 - Provides free international calling to the U.S.
- [Read more...](#)

Customers also considered

magicJack GO Digital Phone Service,...

magicJack \$35/12-Month (Email Delivery)

OBihai OBi200 VoIP Telephone Adapter...

VONAGE VDV23-VD HOME PHONE...

VTech CS6114 DECT 6.0 Cordless Phone with...

VTech CS6919-16 DECT 6.0 Expandable...

Ooma Telo2 VoIP PI System

Customers also bought these products

Search

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Office > Office Supplies > Office Organization > Filing and Folders > All Folders and Filing

Quality Park Employee Record Folder, Top Tab, Letter, Manila, 20/Pack

1 reviews Q&A By: Quality Park Walmart #: 552599971



\$12.73 Rollback

2-Day Shipping

Sold & shipped by Walmart

Free 2-Day Shipping on orders \$35+
Arrives by Thursday, Mar 30
Orders under \$35 ship for \$5.99 Shipping options

Free pickup at Fort Pierce
5100 Okeechobee Rd Pickup options

Quantity: 1 Add to Cart

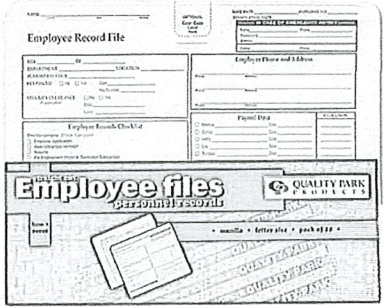
Add to List Add to Registry

6 other sellers from \$16.98

\$16.98 + Free shipping
Sold & Shipped by MyOfficeInnovations

\$18.65 + Free shipping
Sold & Shipped by BisonOffice

Compare all 7 sellers



Highlights

- Keep important information right up front
 - Full cut tab for employee's name
- Read more...

Customers also viewed these products

- TOPS Employee Record File Folders, Straight...
- Smead Manufacturing Company Employee...
- TOPS Jacket Style Job Folders, Straight, Index...
- Quality Park Employee's Personnel Record Files
- TOPS Employee Record Master File Jacket,...
- Pendaflex Vertical Personnel Folders, 1/3...
- TOPS Employee Re Master File Jacket,...



Check out these related products



Search

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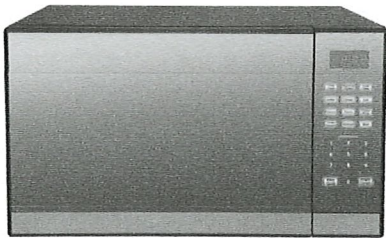
3 SECONDS TO FLAWLESS ROOTS THE QUICK WAY TO COVER GRAY.

Buy now >

Home > Appliances > Kitchen Appliances > Microwaves

Oster 1.3-cu. ft. Microwave Oven with Grill

41 reviews Q&A By: Oster Walmart #: 555784166



\$79.00 + FREE shipping

Sold & shipped by Walmart

Want it by Tuesday, Apr 4? Choose Expedited at checkout Shipping options

Free pickup today in Fort Pierce Pickup options

Quantity: 1

Add to Cart

Add to List

Add to Registry

Highlights

- A built-in grill allows you to brown, sear and crisp your food
- 1000 watts of power

Read more...

Customers also considered



Sunbeam 1.3 cu ft Digital Microwave

Refurbished Sharp R-551ZS 1.8 cu ft...

Hamilton Beach 1.3-cu. ft. Microwave Oven, Black

Hamilton Beach 0.9 cu.ft. Microwave Oven,...

Hamilton Beach 1.1 cu ft Digital White...

Panasonic 1.3 cu ft Microwave Oven,...

Apollo AD-34-CTS/ Time Convection...



About this item

Customer Reviews

Item Recommendations

Policies & Plans

About this item

Important: Made in USA Origin Declaration: For certain items sold by Walmart on Walmart.com, the displayed country of origin information...



Advertisement



Search

FREE Walmart Grocery pickup



L'ORÉAL PARIS



3 SECONDS TO FLAWLESS ROOTS THE QUICK WAY TO COVER GRAY.

Buy now

Office > Office Supplies > Office Organization > Binders and Accessories > All Binders

Office Impressions Economy Round Ring View Binder, 3" Capacity, Black

29 reviews Q&A By: Office Impressions Walmart #: 552029533



\$4.18 FREE shipping on orders \$35+

Was \$4.97 Save \$0.79

Sold & shipped by Walmart

Want it by **Tuesday, Apr 4**? Choose **Expedited** at checkout

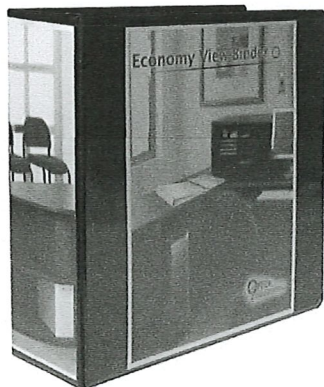
Free pickup in **Fort Pierce**

Quantity:

Add to Cart

Add to List

Add to Registry



Highlights

- Ideal for any home, school or office
- Model Number: OFF80991

[Read more...](#)

Check out these related products



Universal Office Products
20788 D-ring Binder,...

Stride, Inc. QuickFit
Round Ring Unique...

Avery Protect & Store
Mini Durable View...

Universal Office Products
34406 Round Ring...

UNIVERSAL OFFICE
PRODUCTS 20708...

Economy Round Ring
View Binder, 1-1/2"...

Cardinal Brands, Inc
Value ClearVue Bini



About this item

Customer Reviews

Item Recommendations

Policies & Plans

Advertisement



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XYZAL ALLERGIES RELIEVED



Full prescription strength without a prescription. [Learn more](#)

Home > Furniture > Office Furniture > Office Chairs

Ergonomic Mesh Computer Office Desk Task Midback Task Chair w/Metal Base New

240 reviews Q&A By: Best Choice Products



\$54.94 + FREE shipping

Reduced Price

List price \$149.95 Save \$95.01

Special Buy

Sold & shipped by Best Choice Products

Free shipping
Shipping options

Free pickup not available from this seller

Quantity:

Add to Cart

Add to List

Add to Registry

Highlights

- Breathable Air Grid mesh built-in lumbar support
- Thick, padded mesh seat
- Heavy-duty metal base
- Padded arm rests
- Seat height adjustment
- 360° swivel action
- 2-in-1 synchro-tilt for adjusting the back and the seat together

[Read more...](#)

Customers also considered



Costway Modern Ergonomic Mid-back...

Flash Furniture Mesh Back Computer Chair, Black

Phoenix Task Chair with Arms, Multiple Colors

Costway Modern Ergonomic Mesh High...

Mainstays Vinyl and Mesh Task Chair, Multiple...

Costway Modern Mesh Mid-Back Office Chair...

Mainstays Tufted Lt Mid-Back Office Ch





Search

Reorder your favorites



L'ORÉAL PARIS



3 SECONDS TO FLAWLESS ROOTS THE QUICK WAY TO COVER GRAY.

Buy now >

Office > Office Technology > Shredders > All Paper Shredders

Aurora 8-Sheet Liftoff Paper Shredder

242 reviews Q&A By: Aurora GB Walmart #: 551774843



\$34.86 FREE shipping on orders \$35+

List price \$59.99 Save \$25.13

Sold & shipped by Walmart

Want it by **Wednesday, Apr 5?** Choose **Expedited** at checkout [Shipping options](#)

Free pickup today in Fort Pierce [Pickup options](#)

Quantity:

Add to Cart

Add to List

Add to Registry

Highlights

- Crosscut
 - 8-sheet capacity per pass
 - ShredSafe feature, overheat protection
- [Read more...](#)

Customers also considered

Aurora 10-Sheet CrossCut Pullout Paper Shredder

Aurora 12-Sheet Cross-Cut ShredSafe...

Aurora 8-Sheet Strip-cut Paper Shredder, CD...

Fellowes Powershred H-7C Cross-Cut...

Aurora AS680S 6-Sheet Strip-Cut Paper/Credit...

Aurora 8-Sheet Cross-Cut Paper/Credit-Card...

Fellowes Powershred Performance Lubric...



About this item

Customer Reviews

Item Recommendations

Policies & Plans

Advertisement

About this item

POWERFUL

Search

FREE Walmart Grocery pickup

Don't wait. File now to get your refund.

Shop now

Office > Office Supplies > Office Organization > Label Makers and Accessories > Label Makers

DYMO Letratag LT-100T Personal Label Maker

106 reviews Q&A By: DYMO Walmart #: 000341869



\$24.99

2-Day Shipping

Sold & shipped by Walmart

Free 2-Day Shipping on orders \$35+

Arrives by Thursday, Apr 6

Orders under \$35 ship for \$5.99 Shipping options

Free pickup at Fort Pierce

5100 Okeechobee Rd Pickup options

Qty: 1

Add to Cart

Add to List

Add to Registry

1 other seller from \$27.90

\$27.90+ Free shipping

Sold & Shipped by pcRUSH

Compare all 2 sellers



Clearance
 Almost gone! Low prices on office supplies. [Shop now](#)

Highlights

- Graphical display lets you see font effects on screen before you print
- Easy-to-use navigation buttons

[Read more...](#)

Customers also considered



Search



FREE Walmart Grocery pickup

HP 20-c010 All-in-One Desktop PC with Intel Celeron J3060 Processor, 4GB Memory, 19.5" Monitor, 1TB Hard Drive and Windows 10 Home

14 reviews Walmart #: 560993156

Chat with HP Have questions about this product? Get certified assistance.



1 / 5

\$349.99

Rollback

2-Day Shipping

Chat Available

Sold & shipped by Walmart

Qty: 1

Add to Cart

Add to List

Add to Registry

Free 2-Day Shipping
Arrives by Friday, Apr 7



Free pickup at Fort Pierce
5100 Okeechobee Rd



1 other seller from \$395.00

\$395.00 + Free shipping

Sold & Shipped by El Chasqui USA Company



Compare all 2 sellers

Buy Together & Save



Search

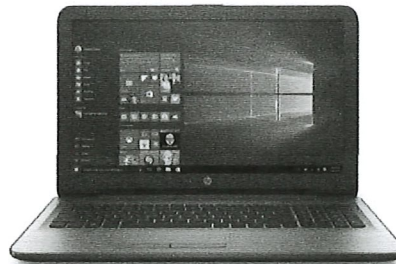


Introducing FREE 2-Day Shipping

HP 15-ay039wm 15.6" Silver Fusion Laptop, Windows 10, Intel Core i3-6100U Processor, 8GB Memory, 1TB Hard Drive

249 reviews Walmart #: 555509654

Chat with HP Have questions about this product? Get certified assistance.



3 / 3

\$379.00

2-Day Shipping

Rollback

Chat Available

Sold & shipped by Walmart

Qty: 1

Add to Cart

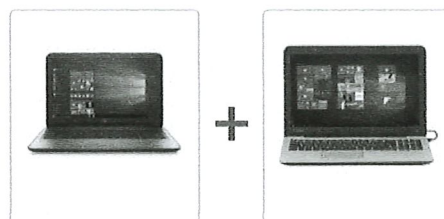
Add to List

Add to Registry

Free 2-Day Shipping
Arrives by Thursday, Apr 6

Free pickup today at Fort Pierce
5100 Okeechobee Rd

Buy Together & Save





Search

Introducing FREE 2-Day Shipping



XYZAL ALLERGIES RELIEVED



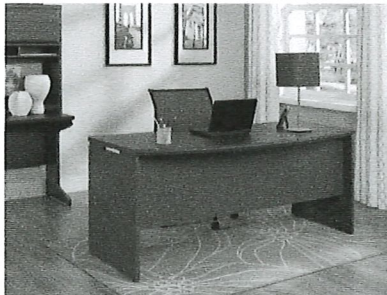
Full prescription strength without a prescription.

Get coupon ▶

Home > Furniture > Office Furniture > Desks

Pursuit Executive Desk, Cherry

9 reviews Q&A By: Altra Walmart #: 554100508



\$166⁹⁴ - \$171⁹⁵

Actual Color : Choose an option



Quantity: 1

Add to Cart

Add to List

Add to Registry

Highlights

- Large work surface
 - Wire management slots on all sides of desk
 - Hollow Core construction
- Read more...

Customers also considered



Pursuit Credenza, Cherry/Grey

Pursuit Lateral File, Cherry

Pursuit Vertical File, Cherry

Pursuit Hutch, White

Pursuit Bridge, White

Pursuit Credenza, White/Grey

Alera Sedina Series Straight Front Desk



Customers also bought these products



SHOP DEALS INK & TONER

YOUR STORE

EASY REORDER



Tax essentials. Organization must-haves.

Home Need Help? Weekly Ad

Store Locator 10+ Employee Businesses

ALL PRODUCTS (4839)

1-HOUR PICK UP (18)

NARROW BY:

- Furnishing Color +
- Brand +
- Auto Restock +
- Department +
- Rating +
- Furnishing Material +
- Color Family +
- Number of File Drawers +
- File Cabinet Type +
- Fire Resistant +
- File Size +
- Environmental +
- Type of Furniture +
- Collection Color +
- Collection +
- Worksurface Material +
- Furniture Assembly +
- Commercial +
- Collection Layout +
- ShopRunner +
- New Arrivals +
- Deals +
- Price +



Staples 4-Drawer Letter Size Vertical File Cabinet, Black (26.5-Inch) 1 at \$249.99 4 Drawer: \$249.99 Best Matches **FREE** shipping c

Item: 470383 / Model: 13443D-CC (451) **\$249.99** **ADD TO CART** **1-HOUR PICK UP**

- Four-drawer vertical file cabinet
- Designed for letter size hanging files
- Ball-bearing drawer suspension for easy open and close

CUSTOMERS ALSO BOUGHT THESE PRODUCTS

Staples® Vertical File Cabinet, Black (26.5-Inch) Item: 4957 **\$69.99** **ADD TO CART**

Staples® Vexa Mesh Chair, Black Item: 4957 **\$59.99** **ADD TO CART**

Staples® Turcotte Luxura High Back Office Chair, Black Item: 4957 **\$149.99** **ADD TO CART**

Office Designs 2 Drawer Vertical File, Charcoal, Letter, 14.25"W (14443/17783) Item: 490199 / Model: 14443/17783 (675) **\$79.99** **ADD TO CART** **1-HOUR PICK UP**

- Two high-sided drawers for hanging file folders
- Graphite baked-enamel finish
- Designed for letter-size files

Staples 4-Drawer Letter Size Vertical File Cabinet, Black (22-Inch) Item: 357421 / Model: 22337D-CC (140) **\$134.99** **ADD TO CART**

- Four-drawer vertical file cabinet
- High-sided drawers for letter-size documents
- Adjustable wire follower for hanging file folders

Office Designs 18" Deep, 3-Drawer Utility File Cabinet, Letter Size, Charcoal Item: 892639 / Model: 18606 (306) **\$94.99** **ADD TO CART** **1-HOUR PICK UP**

- Cabinet with 3 drawers for organization
- Included lock secures top 2 drawers
- Glide suspension for smooth movement

Patty's Printing & Graphics, Inc.

2345 14th Ave., Ste 8
 Vero Beach, FL 32960
 Phone: 772-770-1521
 Fax: 772-770-1522

Invoice

Date	Invoice #
4/5/2017	13909

Bill To
Camilla's Touch 772-205-7028 772-218-0707 (C) 772-448-8633 (O) camillastouch@yahoo.com

P.O. No.	Project	Terms	Received By
	Magnets /Bus Card...	Due on receipt	Camilla

Item	Description	Sets	Quantity	Rate	Amount
Magnetic/Color...	2 - Sets of (2) Full Color Magnetic Signs 12" x 24" (2) Sets (4 Magnets Total)		2	99.00	198.00T
Printing	100 - 60# White / Black Ink TIME SHEETS		100	0.10	10.00T
2 Part NCR	250 - 2 Part NCR Carbonless Forms - White & Yellow /Black ink - Sub Contractors Agreement			118.00	118.00T
2 Part NCR	250 - 2 Part NCR Carbonless Forms - White & Yellow/ Black ink - CLIENT Billing			118.00	118.00T
Business Cards	1000 - Full Color / Business Cards/ Single Sided Sales Tax			85.00	85.00T
				7.00%	37.03

			Total	\$566.03
			Balance Due	\$566.03

AGREEMENT

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 **CAMILLA'S TOUCH, INC.** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

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

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

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

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

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

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

3. **Grantor** agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient**, up to the agreed amount of **\$3000.00** (Two Thousand Nine Hundred Forty-Five Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

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

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

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

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

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

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

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

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

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

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

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

Any equipment purchases over \$500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over \$500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

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

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

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

12. General Terms and Conditions:

- A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.
- B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.
- C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates

and grants the Grantor the option of retention of the project records, books, papers and documents.

- E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- M. The Subrecipient agrees to participate in training to become informed about the regulations

governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.
- B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.
- C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
 - 1) Fails to file required reports or to meet project progress or completion deadlines;
 - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
 - 3) Expends funds under this Agreement for ineligible activities, services or items;
 - 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
 - 5) Violates Labor Standards requirements, or
 - 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

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

- 1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- 3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

- 1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
- 2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

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

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

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

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

N. Provisions Required by Law Deemed Inserted.

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

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

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **CAMILLA'S TOUCH, INC.**

By: _____
Camilla O. Minus

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting

10.b.

Meeting Date: 05/01/2017

Re: Small Business Grant Award

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

SUBJECT:

Approve grant award for Ms. Jane Kyong, owner of Seoul Garden, Inc. in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Grant Award for Small Business. Ms. Kyong received small business grant during 2015 PY.

SUMMARY:

2016-17 CDBG allocates funding for small businesses that attend two (2) educational workshops to purchase items to improve capacity & sustainability. Ms. Kyong attended workshops 11/16/16 & 2/15/17 & applied for a grant to for emergency plumbing repairs and a down payment on dishwasher.

RECOMMENDATION:

Approve grant award for Ms. Kyong for her business Seoul Garden, Inc.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

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

OTHER INFORMATION:

This expenditure will be reimbursed to the City via CDBG.

Attachments

Seoul Garden Grant App
Seoul Garden Grant Contract

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 04/21/2017

Reviewed By

Nick Mimms

Date

04/21/2017 04:12 PM

Started On: 04/19/2017 04:08 PM



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Seoul Garden, Inc.

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

Mailing Address: 2510 South U.S. Hwy. 1

Website Address: seoulgardenkoreancuisine.com

Contact Person: Jane Kyong Title: Owner

Best Contact Telephone Number # 772-462-6588

Grant Amount Requested: \$ 3,000

=====

Business Owner Signature: *Jane Dong*

Printed Name of Business Owner: Jane Dong

Owner Telephone Number: 772-462-6588 Email: _____

=====

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

Emergency Repairs to Plumbing and hopefully down payment on new dishwasher for restaurant.

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

We are unable to remain open without repairing the plumbing that flows into grease trap. And, a dishwasher will help us be more productive.

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.



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

Detail by Entity Name

Florida Profit Corporation
SEOUL GARDEN, INC.

Filing Information

Document Number P04000051919
FEI/EIN Number 65-1221249
Date Filed 03/19/2004
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/05/2010

Principal Address

2510 SOUTH US 1
FT. PIERCE, FL 34982

Changed: 04/27/2009

Mailing Address

2510 SOUTH US 1
FT. PIERCE, FL 34982

Changed: 04/27/2009

Registered Agent Name & Address

DONG, OK-KYONG
9123 SAND SHOT WAY
PORT SAINT LUCIE, FL 34986

Name Changed: 03/23/2017

Address Changed: 08/19/2015

Officer/Director Detail

Name & Address

Title President

HONG, SUYUN
9123 SAND SHOT WAY
PORT SAANT LUCIE, FL 34986

Title VR

DONG, OK K
9123 SAND SHOT WAY
PORT SAINT LUCIE, FL 34986

Annual Reports

Report Year	Filed Date
2015	08/19/2015
2016	04/07/2016
2017	03/23/2017

Document Images

03/23/2017 – ANNUAL REPORT	View image in PDF format
04/07/2016 – ANNUAL REPORT	View image in PDF format
08/19/2015 – ANNUAL REPORT	View image in PDF format
04/22/2014 – ANNUAL REPORT	View image in PDF format
01/07/2013 – AMENDED ANNUAL REPORT	View image in PDF format
01/02/2013 – ANNUAL REPORT	View image in PDF format
04/28/2012 – ANNUAL REPORT	View image in PDF format
06/07/2011 – ANNUAL REPORT	View image in PDF format
05/03/2011 – ANNUAL REPORT	View image in PDF format
10/05/2010 – REINSTATEMENT	View image in PDF format
04/27/2009 – ANNUAL REPORT	View image in PDF format
05/02/2008 – ANNUAL REPORT	View image in PDF format
04/20/2007 – ANNUAL REPORT	View image in PDF format
03/20/2006 – ANNUAL REPORT	View image in PDF format
04/30/2005 – ANNUAL REPORT	View image in PDF format
03/19/2004 – Domestic Profit	View image in PDF format



City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
SEOUL GARDEN 2510 S US HWY 1 FT PIERCE FL 34950	

Business Location*: 2510 S US HWY 1

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

Date Issued	Expiration Date	Control Number
September 12, 2016	September 30, 2017	0012412

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

BTR #	Classification	Restrictions
17-00014431	CAFE/RESTAURANT-OVER 25 SEATS	2COP ALCOHOL SALES ON PREMISES ONLY

Tax Amount	\$40.00
New/Renewal Fee	\$34.60
Penalty	\$0.00
Total	\$74.60

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.



2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P04000051919

Entity Name: SEOUL GARDEN, INC.

Current Principal Place of Business:

2510 SOUTH US 1
FT. PIERCE, FL 34982

Current Mailing Address:

2510 SOUTH US 1
FT. PIERCE, FL 34982

FEI Number: 65-1221249

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DONG, OK-KYONG
9123 SAND SHOT WAY
PORT SAINT LUCIE, FL 34986 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: OK-KYONG DONG

03/23/2017

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name HONG, SUYUN
Address 9123 SAND SHOT WAY
City-State-Zip: PORT SAANT LUCIE FL 34986

Title VP
Name DONG, OK K
Address 9123 SAND SHOT WAY
City-State-Zip: PORT SAINT LUCIE FL 34986

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: OK-KYONG DONG

VP

03/23/2017

Electronic Signature of Signing Officer/Director Detail

Date



CRS Plumbing, LLC

Sales ■ Repairs ■ Installations

P.O. Box 12755

Fort Pierce, Florida 34979

LICENSE # CFC1426853

Phone: (772) 466-7763 Fax: (772) 460-7774

"WHERE A FLUSH BEATS A FULL HOUSE"

PROPOSAL

2/23/17

Seoul Garden
2510 S US Hwy 1
Fort Pierce

CRS Plumbing will supply and install the following drainage for Seoul Garden:

CRS Plumbing will reroute the lines to the three bay sink and supply one leg for the sink which is existing and install a new sink supplied by owner. The drainage on the sink will go outside to the grease trap and be supplied with a 4" drain – this will allow all three sinks to drain into this line.

CRS Plumbing will level the wok to make it operational and owner is to supply one faucet for each side of the wok. CRS Plumbing will install on 3" drain to the wok from the existing drain. At the time that we cut into the drain, we will try to remove the existing cable that was broken off in the drain line by another plumber – if not the floor may have to be opened in an area to extract this cable – this price is not in the price of this bid. We will try to remove the cable at this price.

CRS Plumbing will jet out the line for the dishwasher and the hand sink in the front of the building and the mop sink.

Please note: The condition of the cast iron in this restaurant is not known at this time – upon opening of the floor, an examination of the piping will be investigated and a determination of replacement or repair will then be made.

This pricing includes permit, labor and material.

Cost: \$2248.00

This proposal is valid for 45 days at which time it becomes void.

Certificate of Completion

This Certificate is Presented to:

Ok-Kyong Dong

(Attendee Name)

Seoul Garden

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

An economic development
initiative funded by:




SCORE Workshop Instructor

In collaboration with:



FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Okkyong Dong
(Attendee Name)

Seoul Service
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Financial Recordkeeping for Small Business”

An economic development

initiative funded by:

February 15, 2017

In collaboration with:




SCORE Workshop Instructor



FOR THE LIFE OF YOUR BUSINESS

Department of Urban Redevelopment

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 **SEOUL GARDEN, 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, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

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

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

L. Reversion of Assets.

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

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

N. Provisions Required by Law Deemed Inserted.

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

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

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **SEOUL GARDEN, INC.**

By: _____
Dong, OK K

Print: _____

Title: **Vice President**

Today's Date: _____

City Commission Regular Meeting

10.c.

Meeting Date: 05/01/2017

Re: Grant Award for Small Business

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

SUBJECT:

Approve grant award for Angela Brown, owner of business Florida Highwaymen Artist A.J. Brown, LLC in the amount of \$3,000 as an eligible recipient under the 2016-17 CDBG Grant Award for Small Business.

SUMMARY:

2016-17 CDBG provides funding for small businesses that attend 2 workshops to improve capacity & sustainability. Ms. Brown attended workshops 11/16 & 2/17 & applied for a grant for show jury fees, booth space, etc. plus marketing/advertising. Ms. Brown received grant in 2015-16 PY.

RECOMMENDATION:

Approve grant award for Ms. Angela Brown's business Florida Highwaymen Artist A.J. Brown, LLC

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

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

OTHER INFORMATION:

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

Attachments

Grant App - AJ Brown
Contract - AJ Brown

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 04/21/2017

Reviewed By

Nick Mimms

Date

04/21/2017 04:13 PM

Started On: 04/17/2017 05:29 PM



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: FLORIDA HIGHWAYMEN ARTIST A-J. BROWN LLC

Physical Address: 8652 CLEAR LAKE LN FORT PIERCE FL 34947

Mailing Address: #

Website Address: _____

Contact Person: A-J. BROWN Title: CEO

Best Contact Telephone Number # 772 8820446

Grant Amount Requested: \$ 3000.00

Business Owner Signature: [Signature]

Printed Name of Business Owner: A-J. BROWN

Owner Telephone Number: 772 8820446 Email: ajbartist@yahoo.com

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

Show jury fees and lodging are required in advance, and essential to generating income, Advertising and longevity

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

Social Media Marketing Management, advertising, Facebook and others are tool required for business survival in any market. Growth of business

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.

Subject: Reservation Confirmation #95101593 for Residence Inn Amelia Island
From: Residence Inn By Marriott Reservations (reservations@residenceinn-res.com)
To: AJBARTIST@YAHOO.COM;
Date: Wednesday, February 22, 2017 10:34 AM

Please review your reservation details and keep for your records.

Residence Inn Amelia Island

2301 Sadler Road . Fernandina Beach, Florida 32034 USA [[:RI|CNF|en_US]]

+1-904-277-2440 [Hotel Website](#) [Map & Directions](#) [Plan Your Stay](#)



Reservation Confirmation: 95101593

For MS AJ BROWN

CHECK-IN DATE Friday, May 5, 2017
CHECK-IN TIME 04:00 PM

MARRIOTT REWARDS MEMBER

CHECK-OUT DATE Sunday, May 7, 2017
CHECK-OUT TIME 12:00 PM

[Modify your reservation](#)

[Cancel your reservation](#)

Dear MS AJ BROWN,

We are happy to confirm your reservation with Residence Inn by Marriott, the all-suite hotel designed for all your needs. Below is a summary of your reservation details. Enjoy your stay with us.

Sincerely,
Residence Inn Amelia Island

Room Details

ROOM TYPE **2 Bedroom Suite, Bedroom 1: 1 King, Bedroom 2: 1 King, Sofa bed, Bathrooms: 2**

NUMBER OF ROOMS **1**

GUESTS PER ROOM **4 Adults**

GUARANTEED METHOD **Credit Card Guarantee, Visa**

SPECIAL REQUESTS

Room 1

Request noted

- 24Hour Cancel Policy
- Qualifying Rate ID Required

Hotel Alert

All rates at this hotel include complimentary breakfast and in-room high speed internet access

Summary of Charges

RATES, TAXES & FEES ARE PER ROOM, PER NIGHT (USD)

Friday, May 5, 2017-Sunday, May 7, 2017	2 nights	191.00 USD
General Dynamics rate		
ESTIMATED GOVERNMENT TAXES & FEES		21.01 USD
Total for stay (for all rooms)		424.02 USD

Other Charges

- Complimentary on-site parking

[Modify or cancel your reservation](#)

[Book Another Reservation](#)

Rate and Cancellation Details

- Please note that a change in the length or dates of your reservation may result in a rate change.
- You may cancel your reservation for no charge until Thursday, May 4, 2017 (1 day[s] before arrival).

Q All Angela, search your mailbox

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 - ods02603cpc@officede...
- Folders
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 - untitled
 - untitled1
- Recent

ZAPApplication Team <noreply@zapplication.org> Today at 10:11 AM
To A. J. 2nd Generation Brown



Dear A. J. 2nd Generation Brown (ajbartist),
This is your confirmation receipt for your ZAPP transaction.

Your payment was made successfully!

This charge will display as 'ZAPP® Software LLC' on your credit card statement.

Purchase Date: **3/10/2017**

Transaction ID: **BX0PF5DDA53C**

Total Paid: **\$275.00**

Tender: ending in 8453

Purchased Item(s):					
Description	Unit Price	Quantity	Total Unit Price	Cou	
Isle of Eight Flags Shrimp Festival 2017					
Booth / Space Fee	\$275.00	1	\$275.00	Nor	
TOTAL AMOUNT			\$275.00		

Transaction ID: BX0PF5DDA53C Date: March 10th, 2017 Time: 8:10 am

Any questions about this transaction should be directed to the show administrator.
To view purchase history please visit your [My ZAPApplications](#) page.

Thank You,
ZAPApplication Team
contactzapp@westaf.org

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Inbox (495)

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Spam (230)

Trash (99)

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Ridiculously Extraordinary Barely 30, What She Made in 2016 Will Shock You

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Shopping

ZAPApplication Team <noreply@zapplication.org>
To A. J. 2nd Generation Brown

12/18/16 at 8:37 PM



Dear A. J. 2nd Generation Brown (ajbartist),

This is your confirmation receipt for your ZAPP transaction.

Your payment was made successfully!

This charge will display as 'ZAPP® Software LLC' on your credit card statement.

Purchase Date: **12/18/2016**

Transaction ID: **BPOPDE8CDBE6**

Total Paid: **\$285.00**

Tender: ending in 0316

Purchased Item(s):

Description	Unit Price	Quantity	Total Unit Price	Coup
Uptown Art Expo 2017 - Altamonte Springs/Orlando, Florida				
10x10 Booth Space A spaces 1-189	\$285.00	1	\$285.00	Nor
TOTAL AMOUNT			\$285.00	

Transaction ID: BPOPDE8CDBE6 Date: December 18th, 2016 Time: 6:36 pm

Any questions about this transaction should be directed to the show administrator. To view purchase history please visit your [My ZAPApplications](#) page.

Thank You,

ZAPApplication Team
contactzapp@westaf.org

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This is a receipt of your transaction.

Thank you for your Credit Card payment.

Description	Unit Price	Quantity	Total Unit Price	Coupon	Card Ending
<hr/>					
Uptown Art Expo 2017 - Altamonte Springs/Orlando, Florida					
Application Fee #1346494	\$25.00	1	\$25.00	None	
TOTAL AMOUNT			\$25.00		0316

Transaction ID: BU0PEF23C547 Date: November 10th, 2016 Time: 12:37 pm

Any questions about this transaction should be directed to the show administrator.
To view purchase history please visit your [My ZAPplications](#) page.

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- Folders
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 - Notes
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 - untitled
 - untitled1

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HowStuffWorks Remember Gunsmoke? See If You Can Pass the Quiz!

ZAPApplication Team <noreply@zapplication.org> 12/18/16 at 8:33 PM To A. J. Brown



Dear A. J. Brown (ajbsalsa),

This is your confirmation receipt for your ZAPP transaction.

Your payment was made successfully!

This charge will display as 'ZAPP® Software LLC' on your credit card statement.

Purchase Date: 12/18/2016

Transaction ID: BU0PF1346A3E

Total Paid: \$325.00

Tender: ending in 0316

Purchased Item(s):

Description	Unit Price	Quantity	Total Unit Price	Coupe
Mainsail Art Festival 2017 Booth Fee	\$325.00	1	\$325.00	Nor
TOTAL AMOUNT			\$325.00	

Transaction ID: BU0PF1346A3E Date: December 18th, 2016 Time: 6:32 pm

Any questions about this transaction should be directed to the show administrator. To view purchase history please visit your [My ZAPApplications](#) page.

Thank You,

ZAPApplication Team contactzapp@westaf.org

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Mattie Kelly Arts Foundation presents a juried fine art festival on the grounds of the Mattie Kelly Cultural Arts Village. Hospitality is our number one priority. Staff and volunteers work year-round to create a pleasant environment for artists to exhibit their work. We continually strive to make our festival an exceptional experience for artists and the public.

Rules of Participation

Before applying please make sure your work meets the following criteria. By applying you agree to abide by the rules, policies and decisions of the Festival & MKAF.

- All work exhibited must be original and handcrafted, created by the applying artist. One-of-a-kind work is encouraged! No commercial reproductions or embellished commercial products are allowed.
- Prints not to exceed 25% of overall exhibit.
- An artist may only show work in categories approved for that artist by the jury. All work exhibited must be the quality & type of work shown in the juried images. Only an artist accepted in the jewelry category may display or sell jewelry. An artist may not share booths or sell t-shirts or posters. Using gas powered generators or amplified music is not permitted.
- An artist whose work does not match the quality represented in their images will be asked to remove their exhibit without a refund.
- Each artist is responsible for collecting Florida state sales tax (6%) on sales at the Festival.
- Each artist must exhibit and be present during the entire show to be eligible for judging.
- No refunds for cancellation of the event due to rain or acts of God.
- A processing fee of \$50 will be deducted from any approved refund before August 1, 2017. No refunds after August 1, 2017.

Entry Fee

- Application must be accompanied by two checks. One check for \$30, (non-refundable jury fee) and a second check for \$200, (booth space fee).
- Limited corner spaces (\$240), double booths (\$400) and double corner spaces (\$440) are available on a first-come, first-served basis.
- Make checks payable to MKAF, 4323 Commons Drive West, Destin, FL 32541.
- Each artist is limited to one application.
- **EACH MEDIA REQUIRES A JURY FEE.**

Booth Size

All tents are provided by the artist, and are required to be 10'x10', and white. Tents can be weighted or staked into the grass. Artists should use substantial displays, and also be prepared for inclement weather.

Digital Image Submittal

- Digital CD: Submit 4 images (3 of your represented work, and 1 of booth set-up). **Entire booth image is required to be juried, no exceptions.**
- CD's should contain only 4 high resolution jpeg images - Please do not include your name or photograph of yourself on any CD images.
- Booth image must exclusively represent the work which has been juried. Other works will not be allowed to be sold if different than artwork in the juried photos
- Images may also be emailed to: info@mattiekellyartsfoundation.org

Artist Amenities and Services

- \$10,000 in Festival awards.
- Available space for 104 juried tents.
- Easy load-in and load-out at each booth space.
- Convenient on-site artist parking.
- Booths have behind-the-booth storage and viewing space on each side of booth.
- Private security on Friday & Saturday nights.
- Complimentary coffee, donuts & bagels on Saturday (7-8:30 AM) and Sunday (8-9:30 AM).
- Booth-sitters available during Festival hours for short periods.
- Saturday night award presentation and dinner. ONE complimentary dinner ticket will be provided to each participating artist. Additional tickets may be purchased for \$10.00 each.
- Continuous live music. Food, beer, wine & sodas available for purchase from "Cuisine on the Green".

2017 Calendar

- **June 26** ~ Application & Poster Deadline
- **July 10** ~ Acceptance/Notifications Emailed
- **August 1** ~ Deadline for cancellation (minus \$50 processing fee). No refunds after August 1, 2017
- **October 27** ~ Artist load-in by assigned times
- **October 28 & 29** ~ Festival of the Arts
- **Hours** ~ Saturday 9am-5pm & Sunday 10am-4pm



For more information, contact the Mattie Kelly Arts Foundation at 850-650-2226 or info@mattiekellyartsfoundation.org

Official 2017 Application

Please Print:

Name A. J. Brown
 Address 652 Clearlake Ln
 City Ft Pierce
 State FL zip 34947
 Phone 772 8826 446
 Cell Phone _____
 Email ajbartist@yahoo.com
 Media: oils
 Trailer or RV Size: _____
 Trailer /RV License Number: _____

Artist Checklist:

- Jury Fee/non-refundable (\$30.00)
- Booth Fee (\$200.00)
- CD w/application Images emailed
- Stamped Return Envelope (required for return of CD)
- Artist Bio (to be used during jury)
- Signed Release (reverse side)
- Check here if you would like a poster application - \$500 cash award**

Mail application and above items to:

22nd Annual Festival of the Arts
 Mattie Kelly Arts Foundation
 4323 Commons Drive West
 Destin, FL 32541

Media

Watercolor ~ Acrylic ~ Clay
 Metal ~ Jewelry ~ Sculpture
 Photography ~ Pastel ~ Acrylic
 Collage ~ Fiber ~ Oil ~ Mosaic
 Pen & Ink ~ Glass ~ Wood
 Mixed Media ~ Raku Pottery ~ Paper
 Ceramic ~ Pencil/Graphite & More!

Exhibitor Agreement

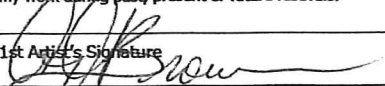
As an exhibitor in the Festival of the Arts, I accept the Jury Selection as final, and will obey all festival rules as set forth if accepted into the show. I acknowledge and agree that the completion and submission of this application represents my commitment to participate in the Festival of the Arts to be held in Destin, Florida, October 28 & 29, 2017.

I confirm that the work entered and exhibited is handcrafted by me. I will be present during both days of the festival. Reproductions will not make up more than 25% of my presentation, and I will not sell posters or t-shirts. I understand that prints made from originals and embellished prints (including gidees) MAY NOT be sold as originals. Any exhibitor who cancels prior to August 1, 2017 will receive a refund, with a \$50.00 processing fee withheld. No refunds will be made for cancellations after August 1, 2017.

I hereby release Mattie Kelly Arts Foundation, festival staff, employees, festival directors and volunteers from any and all responsibility, personal liability (injury or death), loss, damage or legal action that may arise or occur to me, my goods or property or the public from any condition whatsoever during the preparation, set-up, take-down and duration of the festival exhibits under this person and property during this event.

I will be responsible for any damages caused by me or my tent to any participating artist.

If accepted, MKAF has my permission to reproduce my artwork, through photos I have submitted, for the purpose of promoting, advertising and marketing the festival. The Festival of the Arts also has my permission to publish photos or video taken of me, my booth and/or my work during past, present or future festivals.

1st Artist's Signature

 2nd Artist's Signature (if applicable)

Print Name
 A-J. BROWN

Date
 1-24-2017

Official Use Only
 Date Received _____
 Check # _____
 Category _____
 CD Placement _____

4323 Commons Drive W.
 Destin, FL 32541



ARTIST APPLICATION

**22nd Annual
 Festival of the Arts**
 Art ~ Music ~ Food ~ Fun
October 28 & 29, 2017

Mattie Kelly Cultural Arts Village
4323 Commons Drive West
Destin, FL 32541



Lena Reznik
 2016
 Best in Show



Francisco Adaro
 2016 Award of
 Excellence



Jamie Babula
 2016 Award of
 Excellence



Francisco Adaro
 2016 Award of
 Excellence

APPLICATION DEADLINE
JUNE 26, 2017

B. Butler- Marketing & P.A. Services

1331 South Federal Highway N. 426, Boynton Beach, Fl. 33435

February 27th, 2017

Dear Mrs. Brown,

As discussed in our recent business meeting February 22, 2017. Our Marketing services are available to help jump start your business, through Social Media Marketing Management. We will provide support in maintenance, assistance in monitoring accounts and website marketing.

Social Media Marketing \$30.00

Social Media Postings \$30.00

Website Marketing \$30.00

Acct. Monitoring/Maintenance \$30.00

Total Cost of Services: \$120.00 monthly, \$1,440.00 annually

B. Butler Marketing & P.A. Services, looks forward to conducting business with you.

Respectfully,

Brittany Butler

Brittany Butler

Business Manager

B. Butler Marketing & P.A. Services

Certificate of Completion

This Certificate is Presented to:

A.J. Brown
(Attendee Name)

Florida His Business Perf
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Financial Recordkeeping for Small Business”

An economic development
initiative funded by:

February 15, 2017

In collaboration with:




SCORE Workshop Instructor



FOR THE LIFE OF YOUR BUSINESS

Department of Urban Redevelopment

Certificate of Completion

This Certificate is Presented to:

A J Brewer

(Attendee Name)

Ford's Hardware

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

An economic development
initiative funded by:



A handwritten signature in black ink, appearing to be "A. J. Brewer", written over a horizontal line.

SCORE Workshop Instructor

In collaboration with:

SCORE



FOR THE LIFE OF YOUR BUSINESS

TM



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

Detail by Entity Name

Florida Limited Liability Company

FLORIDA HIGHWAYMEN ARTIST A. J. BROWN 2ND GEN AND LEGACY, LLC

Filing Information

Document Number L10000024173
FEI/EIN Number 80-0559327
Date Filed 03/03/2010
Effective Date 03/03/2010
State FL
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 12/19/2013
Event Effective Date NONE

Principal Address

8652 CLEARLAKE LANE
 FORT PIERCE, FL 34947-1413

Changed: 03/17/2011

Mailing Address

8652 CLEARLAKE LANE
 FORT PIERCE, FL 34947

Registered Agent Name & Address

BROWN, ANGELA J
 8652 CLEARLAKE LANE
 FORT PIERCE, FL 34947

Authorized Person(s) Detail

Name & Address

Title CEO

BROWN, ANGELA J
 8652 CLEARLAKE LN
 FORT PIERCE, FL 34947

Annual Reports

Report Year	Filed Date
2014	02/18/2014
2015	03/24/2015

AGREEMENT

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 **FLORIDA HIGHWAYMEN ARTIST A.J. BROWN, LLC**, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any equipment purchases over \$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, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

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

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

L. Reversion of Assets.

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

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

N. Provisions Required by Law Deemed Inserted.

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

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

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **FLORIDA HIGHWAYMEN ARTIST A.J. BROWN, LLC**

By: _____
Angela J. Brown

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting

10.d.

Meeting Date: 05/01/2017

Re: Grant Award for Small Business

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

SUBJECT:

Approve grant award for Marva Lamb, owner of Medical Training Center in the amount of \$3,000 as an eligible recipient under the 2026-2017 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 & sustainability. Ms. Lamb attended workshops 11/16/16 & 2/11/17 & has applied for grant to purchase equipment for her business, Medical Training Center, LLC.

RECOMMENDATION:

Approve grant award for Ms. Lamb to purchase equipment for her business, Medical Training Center, LLC.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Rebecca Grohall, Planning Department Director

Fiscal Impact

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

OTHER INFORMATION:

This expenditure will be reimbursed to the City via CDBG.

Attachments

Grant App - Medical Training Cntr
Med Training Ctr - Grant Contract

Form Review

Inbox

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 04/21/2017

Reviewed By

Nick Mimms

Date

04/21/2017 04:13 PM

Started On: 04/14/2017 07:49 AM



Phase I - 2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Medical Training Center

Physical Address: 800 Virginia Ave #20 Fort Pierce, FL 34982

Mailing Address: 800 Virginia Ave #20 Fort Pierce, FL 34982

Website Address: themedicaltrainingcenter.com

Contact Person: Marva Lamb Title: Owner

Best Contact Telephone Number # 772.444.6825

Amount of Grant Requested: \$ 3000.00

Business Owner Signature: Marva Lamb

Printed Name of Business Owner: Marva Lamb

Owner Telephone Number: 772.228.1354 Email: MARVAMT@gmail.com

1. Please describe what would you like to purchase with the grant funds. I would like to purchase new computers, a new nurse training manikin and education materials for our students.

2. Please explain why you feel this purchase will help your business. These supplies will help our training center offer more classes that will help our students to be successful.

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.;

- 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.

FREE Walmart Grocery pickup



Marva, save up to \$25!*

Open an account & save 10% (up to \$25) on purchases today.

Purchase amount	\$1,477.64
Credit on billing statement	\$25.00
Cost after statement credit	\$1,452.64

*Can't be combined with other offers. Subject to credit approval. Savings paid as statement credit.

[Open Account](#) ▶ [Learn More](#) ▶

Est. total: \$1,477.64

7 items

Check Out

Reduced Price



Refurbished HP 8300 Elite 3.2GHz i5 8GB 120SSD DVD Win 10 Pro 64 SFF Computer+22" LCD

Sold by: Arrow Global Asset Disposition, Inc

\$1,387.45
 \$277.49 each
 List \$679.99 each
 Save \$402.50 each

Check out to see shipping and pickup options.

5 ▼

Save for later

✕

Subtotal (7 items)	\$1,387.45
Shipping	\$0.00
Est. Taxes and fees Based on 34982 Change	\$90.19
Est. total	\$1,477.64

PKGBBP-15 , Bloodborne Pathogens Program Package
(G2015) (*Price: \$95*)

1 X 95.00 95.00

DIRBBP-15 , Bloodborne Pathogens Digital Instructor Rights
(*Price: \$125 , Discount: 125.00*)

5 X 0.00 0.00

BKIDC-07 , Instructor Development Course Student
Handbook (*Price: \$8.75*)

6 X 8.75 52.50

MEDIC FIRST AID Remittance
PO Box 809298
Chicago, IL 60680-9298

Sub Total : 607.50
Shipping : 15.46
Tax: (Not Calculated) 40.51
Total : 663.47

This order will hold at the prices quoted for 30 days.½ By saving this order you are not bound to make a purchase. At the end of 30 days, this order will be cancelled.

1450 Westec Dr Eugene, OR 97402 800.800.7099 Fax 541.344.7429



Quote
per your request

Payment Type:
Admin Name: Web Order
Mas90 ID: 55972

Sales RepID: Nick Tomshack
PO Number:

Ship Method: 03~15.46~End of day (3-6 Business Days)
Order Notes:

Bill To:

The Medical Training Center LLC
2011 South 25th St #206,,
Port St Lucie, FL, United States, 34947.
Phone: 772-444-6825.
Email: themedicaltrainingcenter@gmail.com

Ship To:

Medical Training Center
800 Virginia Ave, Suite 20,
Fort Pierce, FL, United States, 34982.
Phone: 7723 828 2208.
Email: themedicaltrainingcenter@gmail.com
Contact Person: Marva Lamb

Date : 3/24/2017

PKG CPR-15 , CPR/AED Program Package (G2015) (Price: \$140)	1	X	140.00
			140.00
DIR CPR-15 , CPR/AED Digital Instructor Rights (G2015) (Price: \$125 , Discount: 125.00)	5	X 0.00	0.00
PKG PRO-15 , Basic Life Support - Program Package (G2015) (Formerly CPRPro) (Price: \$140)	1	X	140.00
			140.00
DIR PRO-15 , Basic Life Support Digital Instructor Rights (G2015) (Price: \$125 , Discount: 125.00)	5	X 0.00	0.00
PKG PED-15 , Pediatric Program Package (G2015) - CPR, AED, & First Aid for Children, Infants, and Adults (Price: \$180)	1	X	180.00
			180.00
DIR PED-15 , Pediatric Digital Instructor Rights (G2015) (Price: \$125 , Discount: 125.00)	5	X 0.00	0.00



MASS GROUP INC

Quote # 54277

Sold To
Marva Lamb Medical Training Center 800 Virginia Ave Ste 20 Fort Pierce FL 34982-5888 US United States

SHIP TO
Marva Lamb Medical Training Center 800 Virginia Ave Ste 20 Fort Pierce FL 34982-5888 US United States

Quote Date: 23-Feb-2017

Quote Expires 60 Days

Customer ID: 25700

SKU	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
NA-SB20142U	Susie Simon Patient Simulator Manikin	1	\$895.00	\$895.00
			Subtotal	\$895.00
			Shipping	\$55.92
			Total	\$950.92

Shipping estimate within 1 week(s) from purchase day (if you don't reply this may change on a daily basis, in that case you can contact us for a new shipping date estimate) if you require expedited shipping, please let us know so that we can quote you separately.

REMARKS

Hi Marva Lamb,

1. Please confirm that items and their quantity, billing and shipping info are correct. If needed, please make changes on the body of Quote and fax back to us prior to continuing to the next step.

2. The next step to proceed with this order, please complete one of the following:

A) Fax us your credit card information

Name on Credit Card _____
 Billing Address Of Credit Card _____
 City _____ State _____ Zip _____
 Credit Card Number _____
 Expiration Date _____
 CVV Code _____

B) If you are not comfortable sending your credit card via fax, please call us at 800-370-5774.

C) Mail check to (Please include copy of this quote)

Mass Group Inc.
8345 NW 66th St. #5026
Miami, FL 33166

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L16000026574
FILED 8:00 AM
February 08, 2016
Sec. Of State
tbrown

Article I

The name of the Limited Liability Company is:
THE MEDICAL TRAINING CENTER, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
2011 S 25TH STREET
206
FORT PIERCE, FL. UN 34947

The mailing address of the Limited Liability Company is:
2011 S 25TH STREET
206
FORT PIERCE, FL. UN 34947

Article III

The name and Florida street address of the registered agent is:
MARVA LAMB THOMPSON
2011 S 25TH STREET
206
FORT PIERCE, FL. 34947

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARVA LAMB THOMPSON



2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1021267
Type of business 7299 MISC/PUBLIC SERVICE (CPR TRAINING) Expires SEPTEMBER 30, 2017

DBA name The Medical Training Center LLC Business The Medical Training Center LLC
Mailing address: The Medical Training Center LLC Business location: 800 Virginia Ave Ste 20
800 Virginia Ave Ste 20 Fort Pierce, FL 34982
Fort Pierce, FL 34982

NEW BUSINESS
Original tax: \$15.10 City of Fort Pierce 55972
Penalty: 2415-333-0002-000/7 L16000026574
Collection cost:
Total: \$15.10 Paid 12/29/2016 15.10 0114-20161229-001786

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.



City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
THE MEDICAL TRAINING CENTER, LLC 800 VIRGINIA AVE #20 FT PIERCE FL 34982	THE MEDICAL TRAINING CENTER LL

Business Location*: 800 VIRGINIA AVE 20

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

Date Issued	Expiration Date	Control Number
March 22, 2017	September 30, 2017	0046350

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

BTR #	Classification	Restrictions
17-00028911	SCHOOLS - SCHOOL FACILITY	CPR, FIRST AID & CNA - TRAINING & TESTING CENTER



Tax Amount	\$63.67
New/Renewal Fee	\$15.00
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

Certificate of Completion

This Certificate is Presented to:

Marya Lamb

(Attendee Name)

Medical Training Center

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Financial Recordkeeping for Small Business”

February 15, 2017

An economic development
initiative funded by:



A handwritten signature in black ink, appearing to be "S. Lamb", written over a horizontal line.

SCORE Workshop Instructor

In collaboration with:

SCORE The logo for SCORE, consisting of the word "SCORE" in a bold, sans-serif font, followed by a stylized graphic of three slanted parallel lines.

Department of Urban Redevelopment

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Mark Thompson
(Attendee Name)

The Medical Training Center
(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“All About Small Business Tax Issues”

November 16, 2016

An economic development
initiative funded by:



In collaboration with:

SCORE ™

FOR THE LIFE OF YOUR BUSINESS

A handwritten signature in black ink, appearing to be "J. L. ...", is written over a horizontal line.

SCORE Workshop Instructor

A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of _____ **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 **MEDICAL TRAINING CENTER, 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 **\$3000.00** (Two Thousand Nine Hundred Forty-Five Dollars). The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.

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

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

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

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

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

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

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

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

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

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

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

Any equipment purchases over \$500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over \$500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

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

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

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

12. General Terms and Conditions:

- A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.
- B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.
- C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates

and grants the Grantor the option of retention of the project records, books, papers and documents.

- E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- M. The Subrecipient agrees to participate in training to become informed about the regulations

governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

13. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.
- B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.
- C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
 - 1) Fails to file required reports or to meet project progress or completion deadlines;
 - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
 - 3) Expends funds under this Agreement for ineligible activities, services or items;
 - 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
 - 5) Violates Labor Standards requirements, or
 - 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

14. Other Provisions

A. Equal Employment Opportunity

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

- 1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- 3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

- 1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
- 2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

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

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

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

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

N. Provisions Required by Law Deemed Inserted.

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

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

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **MEDICAL TRAINING CENTER, LLC**

By: _____
Marva Lamb

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting

10.e.

Meeting Date: 05/01/2017

Re: Communitywide Council Recommendations for 2017 Public Service Grant Awards

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

SUBJECT:

Approval of Communitywide Council recommendations for 2017 Public Service Grant Awards in the total amount of \$50,000.

SUMMARY:

Communitywide Council reviewed and scored twenty-one (21) applications for funding through the City's 2017 Public Service Grant opportunity on April 12, 2017 and presented recommendations for staff to present to the City Commission for consideration and approval.

RECOMMENDATION:

Approve the Communitywide Council's recommendations for the 2017 Public Service Grant awards and approval of the City's standard grant award contractual agreements for the awardees.

ALTERNATIVES:

Do not approve the Communitywide Council's recommendations.

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: 10390025548415
Amount: 50,000.00

OTHER INFORMATION:

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

Attachments

2017 PSA CWC Award Recommendations

Form Review

Inbox

City Manager

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 04/21/2017

Reviewed By

Rebecca Grohall

Nick Mimms

Date

04/17/2017 11:43 AM

04/21/2017 04:13 PM

Started On: 04/13/2017 01:08 PM

2017 Public Service Grants – CWC Award Recommendations

ORGANIZATION NAME / PROJECT TITLE	\$\$ AMT REQUESTED	SUGGESTED AWARD AMOUNT
Career Source Research Coast / Summer of Success 2017	\$5,000	\$2,783.50
United Against Poverty / Reducing Infant Mortality	\$5,000	\$5,000
Fort Pierce Police Athletic League / PAL Programs	\$5,000	\$4,000
Executive Roundtable of SLC/Cool It! Deal with It! Friday Night Peace	\$5,000	\$5,000
Treasure Coast SCORE Chapter #0308 / Expanded Outreach of SCORE's Services to Fort Pierce Community	\$5,000	\$2,783.50
Treasure Coast Youth Sailing Association / Treasure Coast Youth Sailing Foundation	\$5,000	\$2,783.50
Sword Outreach Mentoring and Resource Center, Inc. / Sword Outreach Expansion of Higher Learning and Community Opportunities	\$5,000	\$4,000
Mount Bethel Human Services Corporation / Cutting EDGE – 2017 Community Outreach Youth Campaign	\$5,000	\$5,000
In the Image of Christ, Inc. / Youth 4 Change Broadcasting Program	\$5,000	\$2,783.50
St. Lucie County Education Foundation / Lights on After School	\$3,050	\$3,050
Boys and Girls Clubs of SLC / Triple Play	\$4,200	\$4,000
Learn to Read of SLC / Family Literacy = Success	\$5,000	\$5,000
END IT! Corporation / DADDY Program	\$3,816	\$3,816
		PROPOSED AWARDS \$50,000

2017 Public Service Grants – CWC Award Recommendations

City Commission Regular Meeting

10.f.

Meeting Date: 05/01/2017

Re: Commissioner Perona Travel - 2017 American Public Power Association National Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses of \$1652.21 for Commissioner Perona to attend the 2017 American Public Power Association National Conference being held on June 18 - 21, 2017 in Orlando, Florida.

SUMMARY:

Approval of travel expenses of \$1652.21 for Commissioner Perona to attend the 2017 American Public Power Association National Conference being held on June 18 - 21, 2017 in Orlando, Florida.

RECOMMENDATION:

Approve travel request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Deputy City Clerk

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 001-1000-511-40.30
Amount: 1652.21

OTHER INFORMATION:

Approval of travel expenses of \$1652.21 for Commissioner Perona to attend the 2017 American Public Power Association National Conference being held on June 18 - 21, 2017 in Orlando, Florida.

Attachments

2017 APPA Conference TPerona

Form Review

Inbox

City Manager

Form Started By: Caleta Scott

Final Approval Date: 04/21/2017

Reviewed By

Nick Mimms

Date

04/21/2017 04:13 PM

Started On: 04/19/2017 01:34 PM

REGISTRATION INFORMATION

American Public Power Association
 2451 Crystal Drive, Suite 1000
 Arlington, VA 22202
 202-467-2941
 202-495-7484 fax
registration@publicpower.org

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION

Orlando World Center
 8701 World Center Drive
 Orlando, FL 32821
 407-239-4200
 407-238-8777 fax

DATE: 4.19.17

1. TRAVELER'S NAME: Thomas K Perona
 2. DEPARTURE DATE: 6/18/2017
 3. RETURN DATE: 6/21/2017
 4. DESTINATION: Orlando, FL
 5. CODE CHARGE: 001-1000-511-40.30
 6. AMT BUDGETED: 7,500.00

DEPARTMENT: City Commission
 DEPARTURE TIME: 1:00 PM
 RETURN TIME: 3:00 PM
 PURPOSE: 2017 National Conference & Public Power Expo

7. BALANCE AVAILABLE: _____

Expenses must comply with City Code of Ord 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

- * REGISTRATION FEE:
- * HOTEL BILL: Confirmation # **32JSGD7R**
- * BAGGAGE ALLOWANCE (\$5 PER PERSON)
- * COMMUNICATION:
- * FARES: AIR FARE
- * TAXI, BUS
- * CAR RENTAL
- * MILEAGE @ 0.535 228
- * GASOLINE EXPENSE
- * TOLL ROAD FEES OR PARKING FEES @\$23.43/day
- * MISC. EXPENSES

MEALS

- 1 BREAKFAST @ \$8.00
- 3 LUNCH @ \$8.00
- 3 DINNER @ \$20.00
- SPECIAL LUNCHEON/BANQUET
- 6.5% STATE TAX
- 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
795.00			
	525.00		
		5.00	
		121.98	
93.75			
		8.00	
		24.00	
		60.00	
		5.98	
		13.80	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS	888.75	525.00	238.76	
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ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: *Amolaw Cox*
 DEPARTMENT SUPERVISOR
[Signature]
 CITY MANAGER
 (220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
 REV 1/17 DLN

RECEIVED TIME _____

Needs City Commission approval

APR 19 2017
 CITY OF FT. PIERCE
 CITY MANAGER'S OFFICE

NATIONAL CONFERENCE & Public Power Expo

Orlando, Florida | June 16–21, 2017

EMPOWERING LEADERS,
STRENGTHENING COMMUNITIES

CRITICAL INSIGHTS

- Leadership in a crisis
- Policy & advocacy
- New technologies
- Reliability & security
- Workforce challenges
- Community connections

AMERICAN
**PUBLIC
POWER**
ASSOCIATION
ACADEMY

2017 National Conference & Public Power Expo

Registration Form 6824

June 16 – 21, 2017
Orlando World Center

Orlando World Center
Room Rate: \$175 Single/Double (plus tax, 12.5%)
Reservations: 888/239-4200, Group Code: Am. Pub. Power. Assoc.
[Make your hotel reservation online](#)

Registration Contact: Meetings Services, Registration@PublicPower.org, 202/467-2941
Program Contact: LeAnne Sinclair, LSinclair@PublicPower.org, 202/467-2973
Hotel Contact: Meeting Services, Meetings@PublicPower.org, 202/467-2941

ATTENDEE INFORMATION Please print. Reproduce form for additional registrants. We cannot accept registration via telephone.

Name Thomas K. Perona Title Commissioner

Organization City of Fort Pierce, FL

Address 100 N US Hwy 1

City Fort Pierce State FL Zip 34950

Phone 772-467-3065 Fax 772-467-3841 Email tperona@city-ftpierce.com

Email registration confirmation to (if different from above) cscott@city-ftpierce.com

Authorizing Official Nicholas C. Mimms, PE - City Manager

Emergency Contact Linda Cox Phone 772-971-1455 Email lcox@city-ftpierce.com

Check the box if you have a disability and may require special accommodations to participate.

Regular association members must designate a Voting Delegate and an Alternate for the purpose of casting votes at the Annual Business Meeting on Tuesday, June 20, 2017. Please indicate if you are that designee: I am the designated Voting Delegate I am the designated Alternate.

PRE-CONFERENCE SEMINARS

Please indicate which seminar(s) you will attend.

Saturday, June 17

- The Electric Utility from the Inside Out • Full day – 7193
- Performing a Utility Financial Check-Up • ½ day, a.m. – 7194
- Strategic Planning: A Step-by-Step Guide • ½ day, a.m. – 7195
- Industry Rate Trends and Future Rate Structures • ½ day, p.m. – 7196

Register On/Before May 19 After May 19

Members: \$325 Half day (each) \$375 Half day (each)
 \$425 Full day (each) \$475 Full day (each)

Sunday, June 18

- Communicating the Public Power Advantage • ½ day, a.m. – 7197
- Understanding and Evaluating Board Performance • ½ day, a.m. – 7198
- Managing the Distributed Energy Risk • ½ day, a.m. – 7199
- Crisis Communications for Executives and Board Members • ½ day, p.m. – 7200
- Understanding Electricity Markets and Their Impact • ½ day, p.m. – 7201
- Working Solar Into Your Business Model • ½ day, p.m. – 7202

Nonmembers: \$650 Half day (each) \$700 Half day (each)
 \$850 Full day (each) \$900 Full day (each)

NATIONAL CONFERENCE

Register On/Before May 19 After May 19

- \$795 Member \$845 Member
- \$1,590 Nonmember \$1,640 Nonmember

Register for the Conference online at
www.PublicPower.org/NationalConference

Adult Guest \$175 (each)

Guest Name(s): Katherine Perona

Guest registrations must be accompanied by an attendee registration. Guests may not attend concurrent sessions. Children 12 and under do not need to register.

Total Amount Due \$ 970.00

Conference Mentor Program

First-time attendees and those traveling to the conference alone have the option to be paired up with a seasoned conference-goer. Mentors will meet their partner at the Welcome Reception and maintain brief contact throughout the conference. If you're interested in participating, as a mentor or as a mentee, select one of the boxes below:

- I would like to be a Mentor – 7228
- I would like to have a Mentor – 7229

2017 National Conference & Public Power Expo Registration Fee

PAYMENT METHOD All fees payable in U.S. currency. Nonmembers are required to include payment or provide credit card information when registering.

Enclosed is my check made payable to: **American Public Power Association**

Wire/ACH Payments: Call Katrina Reynolds Taylor, 202/467-2962

Bill me (**Members only**) (\$10 invoicing fee will be applied). Purchase order number (Optional): _____

Please charge the following: MasterCard VISA American Express Discover

Name as It Appears on Card _____ Name of Attendee _____

Credit Card Number _____ Expiration Date _____

Amount to Charge to Card \$ _____ Authorized Cardholder's Signature _____

Submit completed registration form: E-mail: Registration@PublicPower.org • Register online at www.PublicPower.org/NationalConference

Registration questions: Phone: 202/467-2941

If paying by check: Mail completed form and full payment to our bank lock box: American Public Power Association • P.O. Box 418617 • Boston, MA 02241-8617

.....
This Association maintains the right to designate any meeting or session as open only to regular members (public power utilities, rural electric cooperatives, joint action agencies, state/regional associations).

INVOICING FEE — If payment is not included with the registration (check, credit card, or wire payment), a \$10 invoicing fee will be added to the registration price.

CONFIRMATIONS/NAME BADGES — Registration confirmation will be sent via email. Pick up registration materials and badges at the conference registration desk at the Orlando World Center.

TRAVEL — Travel arrangements and costs are the responsibility of the participants. The Association will not reimburse for changes in travel expenditures regardless of the cause, including the cancellation of a course, meeting or conference.

HOUSING — For your convenience, a block of rooms has been secured at the Orlando World Center. The cut-off date to receive the group rate for the 2017 National Conference & Public Power Expo is **May 23, 2017**. After May 23 you may be charged a higher rate based on availability. We will not be able to make any adjustments to your rate after May 23, 2017. Please keep in mind that cancelled hotel reservations that are not resold may become a financial liability for the Association, so please make your reservations thoughtfully. Contact the Meeting Services department at 202-467-2941 or Meetings@PublicPower.org if you need additional assistance with housing.

CANCELLATIONS/NO-SHOWS/REFUNDS/SUBSTITUTIONS — Registrants who cancel **in writing on or before June 9, 2017**, are entitled to a refund of their registration fee, minus a \$50 cancellation fee. Registrants who cancel after June 9 will not receive a refund, but attendee substitutions will be allowed for the 2017 National Conference only. Registrants and no-shows who **did not** cancel on or before June 9 are responsible for the full registration fee and are **not entitled** to a refund of their registration fee. Cancellations must be made in writing and mailed or emailed to: Registration, American Public Power Association, 2451 Crystal Drive, Suite 1000, Arlington, VA 22202, Email: Registration@PublicPower.org.

PHOTOGRAPHS — By registering for this conference, I authorize the American Public Power Association to photograph me at this event and use such photographs in marketing pieces (both electronic and print). I understand that I will not be paid for giving this consent.

AGENDA

at a Glance

Friday, June 16

7 a.m. – 4 p.m. Public Power Day of Giving

Saturday, June 17

8:30 a.m. – 5 p.m. Preconference Seminars
 9 a.m. – Noon Association Board of Directors Meeting
 3 – 5 p.m. Advisory Committee Meeting

Sunday, June 18

8:30 a.m. – 5 p.m. Preconference Seminars
 1 – 2 p.m. Joint Action Agencies Meeting
 2 – 4 p.m. Legislative & Resolutions Committee Meeting (L)
 4 – 5 p.m. FERC/NERC Issues Briefing
 5 – 6 p.m. PMA Task Force Meeting
 5 – 6 p.m. Women in Public Power Reception (D)
 6 – 7:30 p.m. Welcome Reception

Monday, June 19

7 – 8:15 a.m. PowerPAC Breakfast
 8:30 – 10:30 a.m. Keynote Speakers
 CEO Address, Sue Kelly
 A View from Washington, Nina Easton
 9:30 – 11 a.m. Guest Hospitality Breakfast
 11 a.m. – Noon Breakout Sessions (L)
 1:30 – 2:30 p.m. Breakout Sessions
 1:30 – 4 p.m. Public Power Expo: Preview Hours
 2:45 – 4 p.m. Keynote Speaker
 What If the U.S. Becomes Energy Independent?
 Amy Myers Jaffe
 4 – 6 p.m. Public Power Expo: Grand Reception (D)
 6 p.m. Young Professionals Happy Hour

Tuesday, June 20

8 – 10 a.m. Awards Presentation
 Keynote Speaker (B)
 Our Future Planet, Thomas Barnett
 10 a.m. – Noon Public Power Expo
 11 a.m. – Noon Breakout Sessions
 Noon – 1:30 p.m. Public Power Expo: Closing Luncheon
 1:30 – 2:30 p.m. Breakout Sessions
 2:45 – 4:15 p.m. Keynote Panel
 Partnerships for a Sustainable Future
 4:30 p.m. Association Business Meeting (D)
 8 – 10 p.m. Concert & Connections Reception

Wednesday, June 21

8 – 10:30 a.m. Chair's Breakfast
 Keynote Speaker
 Leadership in a Crisis, Commander Kirk Lippold
 10:30 a.m. Adjourn (L)

BREAKOUT SESSIONS at a Glance

MONDAY, JUNE 19

TUESDAY, JUNE 20

11 a.m. – Noon

1:30 – 2:30 p.m.

11 a.m. – Noon

1:30 – 2:30 p.m.

Federal Legislative Update	Environmental Regulations Update	Hydropower Future: Threats and Opportunities	Clean Power Plan and Climate Policy: What's Next?
Information Sharing for Cyber and Physical Security	Operational Best Practices in RTO Markets	Capacity Markets: Call for Reform	Cyber Threats Are Real: Be Prepared
Communicating the Value of Reliability	Safety is Your Business	Orlando, One Year Later: Active Shooter Preparedness	Storm Stories: Lessons from Disasters
New Business Models for Public Power	Smart Meter Data: Challenges and Opportunities	Understanding the Solar Business Model	Solar Power: What Do Customers Want?
New Managers Roundtable	Reaching Generations XYZ of Customers and Staff	Building Workforce Diversity and Inclusion	Compensation and Staffing: Creative Solutions
Sniffing Out Ethics Issues Early	Creating a Culture of Customer Service	Rating Agency Panel	Public Power Benefits: A Municipalization Success Story
DIY: Promoting Public Power in Your Community	Crisis Communications 101: Staying Out of the Headlines	Community Engagement through Employee Ambassadors	Social Media for Leaders: Making an Impact
Technology Opportunities and Challenges	Community Storage: Traditionally Untraditional	Vision for an Integrated Energy Future	EVs Everywhere: What's in it for Utilities?



Become a better manager

"Between the general session speakers, breakout sessions and general networking, I guarantee you will come away with at least a couple tips to become a better manager."

Thomas Bushman
Two Rivers Water & Light, Wisconsin

HOTEL

Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821

Group rate: \$175 per night Single/Double, plus tax (12.5%)
Check in: 4 p.m. / Check out: 11 a.m.
Main telephone: 407-239-4200
Parking fee: \$23.43/day self parking; \$30.88/day valet parking

Reservations

Online: www.PublicPower.org/NationalConference (look under Hotel)
Attendee group code: American Public Power Association
Reservation telephone: 888-789-3090
Reservation cut-off date: May 23, 2017

Make your reservations only at www.PublicPower.org/NationalConference

Hotel Reservations & Cancellation Policy

The cut-off date to receive the group rate is May 23, 2017. The room block may sell out before May 23, so early reservations are encouraged. Cancelled reservations that are not resold may become a financial liability for the Association, so please make your reservations thoughtfully.

Scam Alert

Do NOT make hotel reservations through any third party that may contact you by phone or email. Use only the online reservation links, phone numbers, and discount codes available directly from the Association — in conference brochures and the website at www.PublicPower.org.

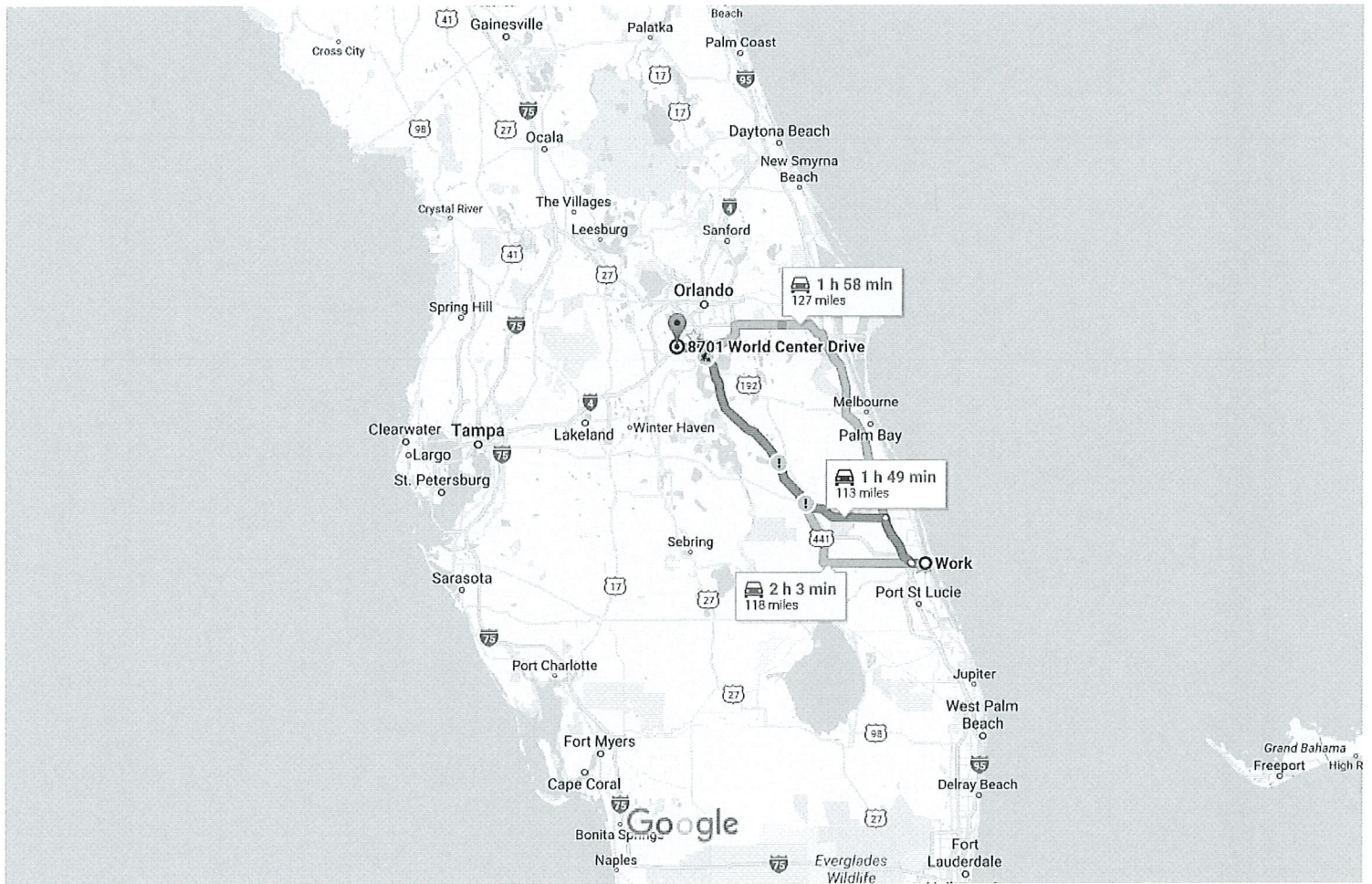


Orlando World Center Marriott

8701 World Center Drive Orlando Florida 32821 USA

Confirmation number: 32JSGD7R
Your hotel: Orlando World Center Marriott
Check-in: Jun 18, 2017 (Check-in time: 4:00 PM)
Check-out: Jun 21, 2017 (Check-out time: 11:00 AM)
Room type: Standard Room KING
Number of rooms: 1
Guests per room: 2
Guest name: Tom Perona
Reservation confirmed: Apr 19, 2017
Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Jun 18, 2017 - Jun 21, 2017	175.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (change). Total room charges will include all room fees and t
Total for stay (for all rooms) not including applicable taxes/fees	525.00
Add-Ons:	
Orlando World Center Marriott will make every effort to accommodate the below requests are not guaranteed.	
<ul style="list-style-type: none">king bed.++4/19 : Arrival date status is :: Arrival date changed. --	



Map data ©2017 Google, INEGI 20 mi

100 US-1

Fort Pierce, FL 34950

Get on I-95 N from Orange Ave

- 10 min (4.5 mi)
- ↑ 1. Head northwest on N 4th St toward Avenue A 272 ft
- ↶ 2. Turn left at the 1st cross street onto Avenue A 0.2 mi
- ↶ 3. Turn left onto N 7th St 72 ft
- ↷ 4. Turn right onto Orange Ave 1.4 mi
- ↑ 5. Continue straight onto FL-68 W/Orange Ave 2.3 mi

- ↑ 6. Continue straight onto FL-68 W 344 ft
- ↑ 7. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach 0.5 mi

Follow I-95 N to FL-60 W/20th St in West Vero Corridor. Take exit 147 from I-95 N

13 min (15.3 mi)

- ↑ 8. Merge onto I-95 N 15.1 mi
- ↘ 9. Take exit 147 for FL-60 toward Vero Beach/Lake Wales 0.2 mi

Get on Florida's Turnpike in Osceola County

25 min (25.3 mi)

- ↶ 10. Turn left onto FL-60 W/20th St (signs for Lake Wales)
ⓘ Continue to follow FL-60 W 24.6 mi
- ↑ 11. Use the right lane to take the Florida's Turnpike ramp
⚠ Toll road 0.2 mi
- ↶ 12. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
⚠ Toll road 0.5 mi

Continue on Florida's Turnpike to Orange County. Take exit 6 from FL-417 Toll S

57 min (66.5 mi)

- ↑ 13. Merge onto Florida's Turnpike
⚠ Toll road 56.7 mi
- ↘ 14. Take exit 251 to merge onto FL-417 Toll N
⚠ Partial toll road 1.3 mi
- ↘ 15. Use the right 2 lanes to take exit 14 for Landstar Blvd
⚠ Toll road 0.5 mi
- ↶ 16. Use the left lane to turn left onto Landstar Blvd
⚠ Partial toll road 0.1 mi
- ↑ 17. Turn left onto the FL-417 S ramp
⚠ Partial toll road 0.3 mi
- ↑ 18. Merge onto FL-417 Toll S
⚠ Toll road 5.6 mi

- 19. Keep left at the fork to stay on FL-417 Toll S
▲ Toll road
----- 1.3 mi
- 20. Use the right 2 lanes to take exit 6 for International Drive toward FL-536/FL-535/Interstate 4 E
▲ Toll road
----- 0.7 mi

Follow World Center Dr to your destination

- 5 min (1.5 mi)
- 21. Continue onto World Center Dr
▲ Partial toll road
----- 1.1 mi
- 22. Turn right to stay on World Center Dr
----- 0.3 mi
- 23. Continue straight
i Destination will be on the right
----- 0.1 mi

8701 World Center Dr

Orlando, FL 32821

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

City Commission Regular Meeting

10.g.

Meeting Date: 05/01/2017

Re: Approval of Equipment Purchase for City Traffic Operations from EconoliteGroup, Inc

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of traffic equipment purchase from Econolite Group Inc. of Jacksonville, FL. in the amount of \$141,966.00.

SUMMARY:

This is an annual purchase for traffic signal equipment from Econolite Group which is the City's sole source provider for traffic operations equipment. The equipment is used for day to day operations and repairs.

RECOMMENDATION:

Approval

ALTERNATIVES:

Seek new equipment vendor, which will require an update of the City's entire signal system.

RESPONSIBLE STAFF:

Ed Seissiger, Engineering Project Coordinator

COORDINATED WITH:

Matt Joseph, Account Manager Econolite Group

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016/17
Account: 001-4400-541-34-92
Amount: 141,966.00

FISCAL IMPACT:

This equipment is purchased from the City's annual reimbursement from FDOT.

Attachments

Econolite Equipment Quote

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	04/21/2017 02:00 PM

Finance Department
City Manager
Form Started By: Ed Seissiger
Final Approval Date: 04/24/2017

Johnna Morris
Nick Mimms

04/24/2017 09:21 AM
04/24/2017 02:32 PM
Started On: 04/13/2017 08:09 AM

Quote

Date: April 11, 2017

To: Fort Pierce, FL; City of 100 North U.S. 1 Fort Pierce, FL 34954 Attn: Ed Seissiger	Re: City of Fort Pierce Signal Equipment Econolite Reference: Q-22079-X5P6
--------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

Item #	Part #	Qty	Description	Price per	Extended
1	TBDTS2CAB	3	Complete Signal Cab with Cobalt Controller	\$14,000.00	\$42,000.00
2	TBDTS2CAB	2	Ts2 Cab Empty no Controller or MMU	\$10,450.00	\$20,900.00
3	COB21120110000	11	Cobalt TS1/TS2-T2 controller, 110V, 8MB Datakey & Receptacle, No ATC Comm Card, Touch SW	\$2,500.00	\$27,500.00
4	44693621	4	12 ch CMU	\$750.00	\$3,000.00
5	1133-128	9	16 CH SmartMonitor with Ethernet Port, EDI MMU2-16LEip	\$1,050.00	\$9,450.00
6	AENCOREH	0	Autoscope ENCORE MVP Sensor with EasyLock Connector - white	\$3,900.00	\$0.00
7	ATAPE	4	Terra Access Point Econ Ver.#	\$1,850.00	\$7,400.00
8	ATIP1	4	Terra Interface Panel Fit Pnl#	\$700.00	\$2,800.00
9	PowerSP	0	PowerSP	\$310.00	\$0.00
10	40691P3	12	Flash transfer relay, 120V	\$30.00	\$360.00
11	160-1003-501	8	Bus Interface Unit	\$185.00	\$1,480.00
12	37006P3	30	Load Switch, I/P Display, dianostic SS	\$30.00	\$900.00
13	ASTCBL10	12	Cable Kit Tapt Firewire Tip	\$20.00	\$240.00
14	CENT-CCTV-SMA	1	Centracs CCTV System Maintenance Agreement	\$17,500.00	\$17,500.00
15	44623P5	6	Flasher	\$30.00	\$180.00
16	LED	50	12" Green LEDs, Tinted	\$66.00	\$3,300.00
17	LED	10	12" Yellow LEDs, Tinted	\$66.00	\$660.00
18	LED	50	12" Red LEDs, Tinted	\$54.00	\$2,700.00
19	LED	16	12" Green Arrow	\$58.00	\$928.00
20	LED	8	12" Yellow Arrow	\$58.00	\$464.00
21	LED	4	12" Red Arrow	\$51.00	\$204.00
TOTAL					\$141,966.00

P.O. Box 550897 Jacksonville, FL 32255

Quote

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

FOB: Econolite Factory
*Shipping: Included
**Taxes: Included

Matthew Joseph

Matthew Joseph-Account Manager
mjoseph@econolite.com

Shipping Date: 8 weeks ARO, approved credit terms and submittal approval when applicable

P.O. Box 550897 Jacksonville, FL 32255

City Commission Regular Meeting

10.h.

Meeting Date: 05/01/2017

Re: Stars Over St. Lucie

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of request from Main Street Fort Pierce for a \$20,000 contribution from the City of Fort Pierce towards the cost of the expenses for Stars Over St. Lucie, a 4th of July Celebration.

SUMMARY:

\$20,000 is available for this expenditure in the FY 2017 budget, which was approved by the City Commission.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Doris Tillman, Manager, Main Street Fort Pierce

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 001-6000-513-83-95
Amount: \$20,000

OTHER INFORMATION:

Funding is available for this budgeted item.

Attachments

Letter from Doris Tillman

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	04/21/2017 11:38 AM
Finance Department	Johnna Morris	04/24/2017 10:58 AM
City Manager	Nick Mimms	04/24/2017 02:27 PM

Form Started By: Jennifer Robinson
Final Approval Date: 04/24/2017

Started On: 04/19/2017 04:27 PM



122 A. E. Backus Avenue, Fort Pierce, FL 34950

April 4, 2017

RECEIVED
TIME _____

City of Fort Pierce
Mr. Nick Mimms
P. O. Box 1480
Fort Pierce, Florida 34954

APR 12 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Dear Nick,

Main Street Fort Pierce would like to request \$20,000 from the City budget for Stars over St. Lucie - a 4th of July Celebration on Tuesday, July 4, 2017.

This year, the Air National Guard Band has chosen the City of Fort Pierce to hold their 4th of July Concert. The 40 piece military band will perform two shows. One show will be held at the Sunrise Theatre on Sunday, July 2nd and the second will be at Marina Square for Stars over St. Lucie during the festival and fireworks show. Both concerts will be free for the public and is a great honor for the city.

We anticipate our expenses to be \$27,000 of which we will raise the balance of \$7,000. Main Street is very excited to have been given this opportunity to work with such an amazing group as the Air National Guard Band and we look forward to providing our community with this great patriotic show.

Sincerely,

Doris Tillman
Manager

Main Street Fort Pierce, Inc. • St. Lucie Preservation, Inc. • Main Street Focus, Inc.
122 A. E. Backus Avenue • Fort Pierce, FL 34950
Phone: (772) 466-3880 • Fax: (772) 466-3917

“A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.” CH26923

Expenses

Stage	\$5,000.00
Fireworks	\$15,000.00
Bands	\$0.00
Jeff Brown	\$300.00
St. Lucie County Stage	\$950.00
Jumbotron - Peak Technology	\$1,100.00
Insurance (Special Fireworks)	\$800.00
Permits - City	\$225.00
Alcohol Permit	\$50.00
Fort Pierce Police Detail	\$1,000.00
Parks Rental	\$800.00
Reliable Poly Johns	\$500.00
Ice-City Marina	\$450.00
Labor	\$1,000.00

Total Expenses**\$27,175.00**

City Commission Regular Meeting

11.a.

Meeting Date: 05/01/2017

Re: Application for Conditional Use - Pelican Dwelling Rentals - 1171 Seaway Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi Judicial Hearing - Application for Conditional Use with no new construction, with conditions, submitted by property owner, Pelican Properties LLC – John Mooney, to operate a three (3) unit Dwelling Rental, with minimum rental periods of one (1) month, at 1171 Seaway Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential (R-4A). Parcel ID: 2401-501-0288-000-7.

SUMMARY:

- The property owner is requesting approval of a Conditional Use to operate a three (3) unit Dwelling Rental at 1171 Seaway Drive, offering non-transient lodging with minimum stays of one (1) month.
- The subject single-story triplex, built in 1951, features a finished floor area of 2,052 square feet and is located within the Hutchinson Island Medium Density Residential (R-4A) Zone.
- Commercial lodging establishments are situated to the north, apartments to the east, a triplex to the west, and a duplex to the south.
- The applicant proposes operational guidelines such as minimum stays of one (1) month and vehicle parking limitations. The applicant is identified as the property manager, residing within St. Lucie County and will assign a secondary management contact.
- The Planning Board, at their April 11th, 2017 meeting, voted unanimously to recommend approval of the request with the conditions guided by staff.
- A total of 103 letters providing notice of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of April 19th, 2017, no responses have been received regarding the request. An update will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval with the following conditions:

1. The applicant completes the proposed driveway (parking) improvements prior to zoning approval for the Business Tax application.
2. Registration of a local property manager, and secondary property manager, accessible at all times to resolve complaints or violations of City Code;
3. Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
4. Installation of a sidewalk connection, or payment in-lieu of construction, along the Alhambra Street property line pursuant to City Code Sections 22-62 (b) & (d); and
5. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

ALTERNATIVES:

Approval with alternative conditions
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee, including the Code Compliance and Police Departments

Fiscal Impact

OTHER INFORMATION:

Potential increase in Sales and Tourism Tax revenue.

Attachments

Staff Report
Aerial & Zoning Map - 1171 Seaway Drive
Application, Support Documents & Property Record Card
Conditional Use Improvement Plan & Floor Plan
TRC Comments - Pelican Properties

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2017 04:12 PM
Form Started By: Kori Benton		Started On: 04/19/2017 04:51 PM
Final Approval Date: 04/21/2017		



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: Application for Conditional Use
 Pelican Dwelling Rentals – Three (3) Unit Structure
 1171 Seaway Drive

DATE: April 19, 2017

STAFF REPORT

Owner/Applicant: Pelican Properties LLC – John Mooney
 5211 Hickory Dr.
 Fort Pierce, FL 34982

Requested Action: Approval of a Conditional Use to operate a three (3) unit Dwelling Rental, offering lodging for less than six months, with one (1) month minimum rental periods.

Location: 1171 Seaway Drive

Parcel ID: 2401-501-0288-000-7

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Future Land Use: Hutchinson Island Residential (HIR).

Surrounding Zoning:

North	East	South	West
C-5	R-4A	R-4A	R-4A

Site Size: .17 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a three (3) unit Dwelling Rental at 1171 Seaway Drive, offering non-transient lodging with minimum stays of one (1) month. The subject single-story triplex, built in 1951, features a finished floor area of 2,052 square feet. The property is located within the Hutchinson Island Medium Density Residential Zone (R-4A).

The property is located at the southwest corner of Seaway Drive and Alhambra Street. Commercial lodging establishments are situated to the north, apartments to the east, a triplex to the west, and a duplex to the south. This site features two concrete driveways with a proposed parking improvement plan to ensure parking is available and designated for each unit, and a guest space. Alhambra does not feature any sidewalk connections, and utilities are to be present along the front property line; therefore the applicant is seeking to provide payment-in-lieu of providing this additional sidewalk connection. A bicycle securing device will be placed on-site, as required, to facilitate alternative transportation options for guests.

The applicant presents operational guidelines such as minimum stays of one (1) month and vehicle parking limitations. The applicant is identified as the property manager, residing within St. Lucie County and will assign a secondary management contact.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides classification if a dwelling is rented for periods of less than thirty (30) days, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

This application is seeking to offer *non-transient* lodging, for periods of more than 30 days or 1 calendar month with safeguarding parameters to provide a transition between longer term rental units to the south and commercial uses to the north, emphasizing minimum rental periods of a month in an effort to avoid the potential impacts of higher turnover, vacation rentals, such as noise, traffic and other vacation related activities.

In addition to the provision of greater stability, and less frequent turn over in occupants, the enactment of minimum stays of one (1) month, or more, helps to diversify the use to provide a

complementary lodging option which does not overlap with offerings of local hotels or commercial venues of public accommodation. Longer term stays, with a base line of one month, seek to not only reduce the potential conflict of a high turnover commercial use, but also reduce competition to established hotels and motels.

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R-4A) which is designed to facilitate residential and compatible development on Hutchinson which account for the unique characteristics of Hutchinson Island and concerns of environmental fragility, beach erosion, and hurricane evacuation. Furthermore, the site has a land use designation of Hutchinson Island Residential (HIR).

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are *compatible* with the surrounding development shall also be allowed.

The presented use of the property represents a limited commercial use, with defined parameters of intensity or impact. The use is limited in comparison to a typical commercial use, or hotel/motel, especially with parameters in place to support compatibility with the neighborhood. Limitation of guests within each unit is necessary to comply with City Code section 8.5-43 and the presented parking plan.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code, and conditionally approved the request. Findings from the review by corresponding departments are provided for viewing by the City Commission.

Planning Board

The Planning Board, at their April 11th, 2017 meeting, voted unanimously to recommend approval of the request with the conditions guided by staff.

Property Owner Response Summary:

A total of 103 letters providing notice of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of April 19th, 2017, 0 responses have been received regarding the request. An update will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed use presents the provision of non-transient lodging accommodation to the general public, on a limited scale, that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends **approval** with the following conditions:

1. The applicant completes the proposed driveway (parking) improvements prior to zoning approval for the Business Tax application.
2. Registration of a local property manager, and secondary property manager, accessible at all times to resolve complaints or violations of City Code;
3. Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
4. Installation of a sidewalk connection, or payment in-lieu of construction, along the Alhambra Street property line pursuant to City Code Sections 22-62 (b) & (d); and
5. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.



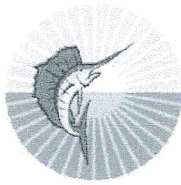
Seaway Drive

Alhambra Street

1171 Seaway Drive
Aerial







Conditional Use - No New Construction

Property address or Location 1171 SEAWAY DR FORT PIERCE, FL 34949
 Parcel ID #(s) 2401-501-0288-000-7
 Project description SHORT TERM RENTALS FOR LESS THAN 6 MONTHS

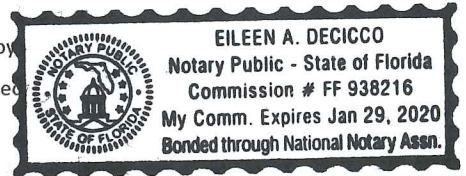
PELICAN PROPERTIES, LLC
 Property Owner(s)
5211 HICKORY DR
 Street Address
FORT PIERCE FL 34982
 City State Zip
 Phone Number
 Email Address

JOHN J. MOONEY
 Applicant/Representative, Title, Company
5211 HICKORY DR
 Street Address
FORT PIERCE FL 34982
 City State Zip
772 979 3572
 Phone Number
JMOON124@bellsouth.NET
 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.

[Signature]
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St Lucie
 The foregoing instrument was acknowledged before me this 19 day of JANUARY, 2017, by _____
 _____ who is personally known to me or has produced _____
 _____ as identification.



[Signature]
 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	
<u>R-4A</u>	<u>HIR</u>			Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

□ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 2052 Parking Spaces: 4

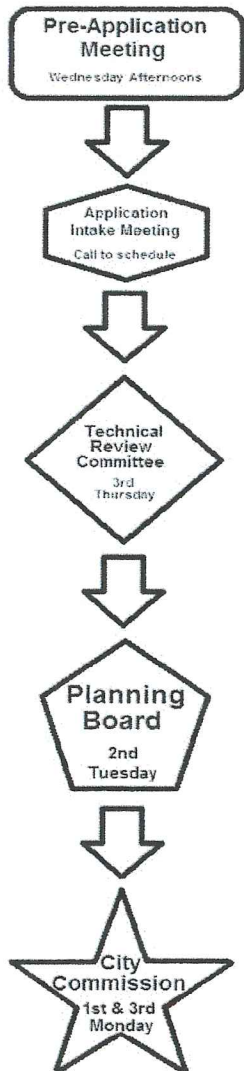
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
HOTEL	DUPLEX	TRIPLEX	HOTEL

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



3 units

MINIMUM: 30 DAYS

TARGET : 1 TO 6 MONTHS

OCCASIONAL LONG TERM TENANTS (6+ MONTHS)

5211 Hickory Dr.
Fort Pierce, FL 34982
18 January, 2017

To Whom It May Concern:

Thank you for considering my application for a Conditional Use Permit. I am requesting this permit be granted so that I may use my rental property for the purpose of letting to shorter-term rentals of less than six months. I am a well-seasoned landlord, in the business of renting apartments and single-family residences in St Lucie County and elsewhere for more than twenty-five years. I am a fifteen-year resident of Fort Pierce. Although I do not currently live at this property, I do self-manage it and other rentals from my home in Indian River Estates, about 10 minutes from Seaway Drive. The building itself is well-situated at 1171 Seaway Drive, close to area amenities, shopping, and nightlife, and convenient to area businesses, the St Lucie Power Plant, St Lucie County Airport, and area hospitals. As you are aware, Fort Pierce is desirable as a vacation destination due to its proximity just about half-way between Orlando and West Palm Beach. It is an ideal location for "extended-stay" corporate housing, temporary contractor housing, and vacation rentals.

I am seeking to allow rentals of less than six months, but not less than thirty days. My target renter would stay in the unit for a period of one to six months. I would also like to keep the option of renting to long-term tenants, as there is still a high demand for this type of housing on the Island. This scenario would allow me to open up the rentals to seasonal renters, retirees, contract workers, travel nurses, re-locations, and others, and still offer high-quality housing to local residents. It is my desire to work with several of the on-line booking sites in order to find ideal, pre-approved renters. I have no desire to rent to "occasional" vacationers, spring breakers, or similar renters that may be detrimental to the neighborhood. Rather, I aim to target renters such as those listed above. I have rented to such individuals on a long-term basis and I have found that these tenants tend to be very respectful of my neighbors and my property. They frequent and support local businesses, and many end up permanent residents of St Lucie County. Such individuals are an asset to the community. I constantly get calls from potential renters seeking a rental of only a month or two, due to work or other situations. Currently, I cannot accommodate these individuals.

As an experienced landlord, screening of potential tenants is paramount to me in order to run a successful rental business. All prospective tenants are currently thoroughly screened (to include credit and background checks as necessary), and pre-approved prior to occupancy. I would continue that practice in the operation of short-term rentals. Part of my business plan would be to require proof of local employment from potential renters in town on temporary work assignment. I would also cap the number of occupants in each unit as appropriate, (as I currently do as well). As for vacation renters, I would like to tap into the yearly influx of temporary residents that come to the area to escape the cold up north. The goal here would be to develop a core customer base that would return to the same rental unit year after year, therefore eliminating extensive turnover and constantly renting to "new" tenants. My ultimate desire is to positively impact the community by providing quality housing to the growing market of individuals in need of temporary and affordable housing in the area. I am available to answer any questions and I look forward to your positive decision regarding this matter.

Best Regards



John J Mooney, Pelican Properties, LLC

PELICAN PROPERTIES, LLC
Addendum to Business Plan
Extended Stay Housing
No less than 31 Days
1171 Seaway Drive, Fort Pierce, FL 34949

In order to comply with requirements put forth by the Planning Department, the following addendum is added to the Business Plan associated with the addition of Shorter-Term Housing at the above address, for stays of no less than thirty-one days.

- 1) Bicycle Rack: In order to promote environmentally friendly and green transportation on the Island, a bicycle rack or other acceptable form of secure bicycle storage will be installed on the property in the proposed area or other acceptable location. (See diagram)
- 2) Sidewalk Extension: If necessary, the Owner will opt for a reasonable in-lieu-of payment rather than install the proposed sidewalk connection on the east side of the property. Owner will install a 36" wide walkway connecting the existing private walkway on the east side of the building to the public sidewalk on the north side of the building (Seaway Drive, see diagram)
- 3) Off Street Parking: Tenants shall be restricted to ONE vehicle off-street parking only in designated spaces as shown (see diagram). The southernmost parking space shall be designated "Visitor Parking Only". Owner shall widen the northern parking area driveway in order to accommodate two vehicles. No parking shall be allowed on the grassy areas of the property. It is the Owner's understanding that a determination has been made that no further parking requirements or modifications are necessary.
- 4) Length of Rental Period: The length of the rental period is to be STRICTLY thirty-one days or greater, with a target rental period of between one month and one year. No short-term rentals of less than thirty-one days will be allowed. Tenants shall be made aware of City noise ordinances, trash removal days and requirements, and other rules and regulations as Owner deems necessary in order to promote a safe and peaceful living environment throughout the building and the surrounding neighborhood.

Thank you for your review of the amended business plan. As always, I am available to answer any questions you may have.

John J Mooney
Pelican Properties, LLC
772-979-3572

1171 SEAWAY DR 34949

Michelle Franklin CFA -- Saint Lucie County Property Appraiser -- All rights reserved

Property Identification

Site Address: 1171 SEAWAY DR Map ID: 24/01C Parcel ID: 2401-501-0288-000-7 Zoning: R4A Account #: 14821 Use Type: 0800 Sec/Town/Range: 01/35S/40E Jurisdiction: Fort Pierce

Ownership

Pelican Properties LLC
5211 Hickory Dr
Fort Pierce, FL 34982

Legal Description

FT PIERCE BEACH S/D BLK 18 LOT 1(OR 1436-996; 2227-480)

Current Values

Just/Market: \$122,800 Assessed: \$96,030
Exemptions: \$0 Taxable: \$96,030

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$122,800	\$96,030	\$0	\$96,030
2015	\$87,300	\$87,300	\$0	\$87,300
2014	\$85,800	\$85,800	\$0	\$85,800

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
04-21-2005	2227 / 0480	XX01	QC	Mooney, John J	\$100
08-24-2001	1436 / 0996	XX00	WD	Mager, Terrence	\$184,600
12-08-2000	1348 / 1035	XX00	WD	Homiak, Albert	\$75,000

Primary Building Information

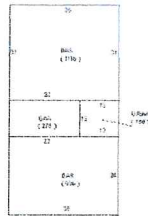
Finished Area of this building: 2,052 SF
Gross Area of this building: 2,484 SF

Exterior Data

View: Roof Cover: Dim Shingle Roof Structure: Gable Building Type: MFH
Year Built: 1951 Frame: Grade: MFAQ Effective Year: 1961
Primary Wall: Conc Block Story Height: 1 Story No. Units: 3 Secondary Wall:

Interior Data

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



Total Areas

Finished/Under Air (SF):	2,052
Gross Area (SF):	2,484
Land Size (acres):	0.17
Land Size (SF):	7,200
Total Building Count:	1

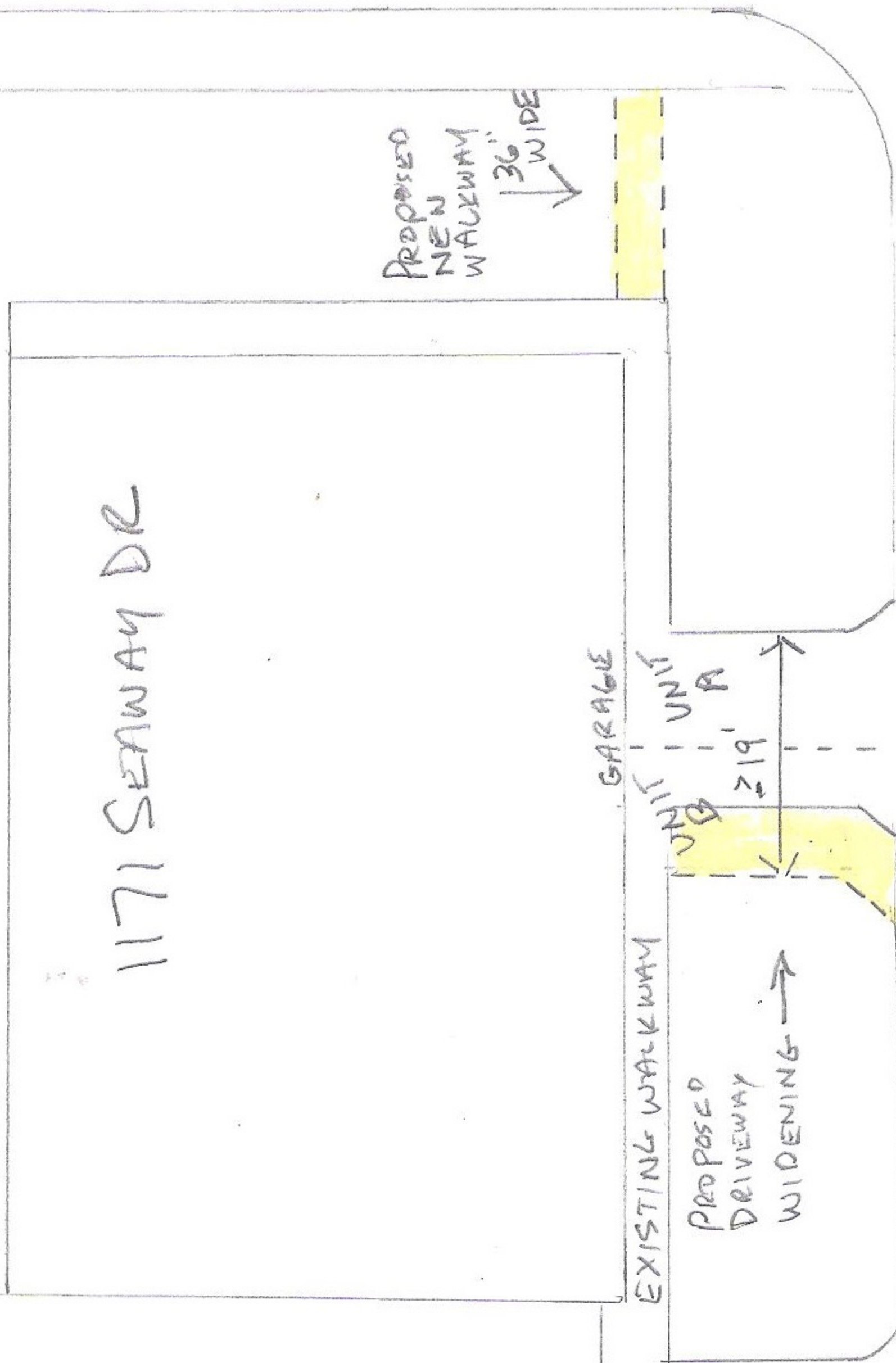
Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	400	1951
UTILITY AVG	1	168	2005

This information is believed to be correct at this time but it is subject to change and is not warranted.
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SEAWAY DR

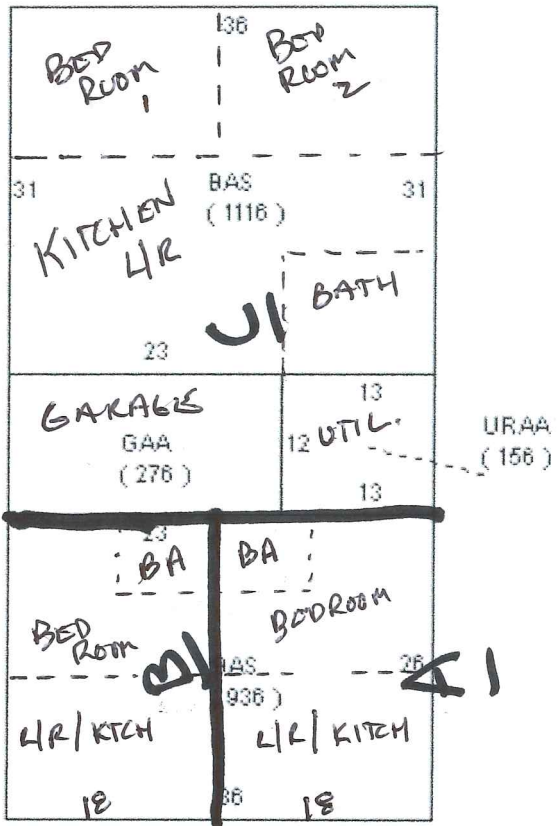
Conditional Use Site Improvement Plan



ALHAMBRA ST



Floor Plan - Existing





CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Conditional Use – Pelican Properties Dwelling Rental – 1171 Seaway Drive

Kori Benton: The subject request is to advance a Conditional Use, offering rental periods of less than 6 months, within the established triplex on the corner of Seaway Drive and Alhambra Street. The proposal is for 3 individual units within the structure, which is just over 2,000 square feet in size. The plan included a survey of the property identifying potential areas for parking. Two of the parking spaces are established along Alhambra Street and there is indication that additional parking would be available toward Seaway Drive.

This triplex was established many years ago under various land development code renditions and because the applicant is advancing a conditional use, review of the site with respect to existing codes is provided.

FP Planning:

The following are advisory comments from the Planning Department's review of the application for Conditional Use to operate a Dwelling Rental, containing three (3) units within the R-4A district:

- 1) Please incorporate a bicycle rack on site per City Code Sections 22-60.
- 2) Please incorporate a sidewalk connection, or provide in-lieu of a sidewalk, 22-62 (b) & (d)
(1) In the public or private right-of-way the full length of any and all streets abutting a parcel of property and parallel to the street. (2) Safe and efficient sidewalk linkages shall be provided between building entrances and ... adjacent rights-of-way.

-A sidewalk connection would be required along Alhambra Street, connecting to the existing Seaway Drive Sidewalk. Additionally, a sidewalk connection would be necessary from the building entrance to the adjacent right-of-way.

- 3) **Sec. 22-60. - Off-street parking and loading.** (d) Number of required off-street parking spaces. (1) b. 1.5 spaces for each dwelling unit.
- 4) **Sec. 22-60. - Off-street parking and loading.** (c) Design standards. (4) Access. Each parking or loading space shall be directly accessible from a street or alley or other public right-of-way or from an adequate access aisle or drive leading to or from a street or alley. Except for single-family dwellings and duplexes, **all off-street parking and loading facilities shall be so arranged that no automobile shall have to back into any street.**

- It's noted that the configuration shown would guide vehicles to reverse into the adjacent roadways. Furthermore, the northern parking area displayed does not currently exist, or have curb cut access to Seaway Drive from review of the site.

(Parking is existing)

FPUA Water/Wastewater: If the fire department is going to require a sprinkled building then the applicant will need to adjust the water service, potentially adding new water service for the fire protection meter.

FP Engineering: Approved

FP Building:

The proposed may trigger the following Code requirements:

1. Change of Use - R-1 (FBC 310.3)
2. Sprinklers (903.2.8) If sprinklers are required they may be able to use a residential sprinkler system, which would tap into the residential system as oppose to a main from the street. It may be required if the rental is transient use, 30 days or less.
3. ADA Parking, Pool, Bathroom (FL Accessibility Code) Accessible Route
4. Lifts

FP Code:

1. The attached narrative identified the owner as the source for local management but clarification is still needed for the following:
 - a. Maximum vehicles
 - b. Compliance with city ordinances such as noise and garbage removal
2. The owner is advised that short term rentals 30 days or more require the following:
 - a. A City Business Tax Receipt
 - b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
 - c. An account with St. Lucie County – 5% Tourism Development Tax

John Mooney, Pelican Properties, Representative: Asked for clarification on the sidewalk requirements and information on what can be done about the parking situation. We are looking for minimum of 30 day to 6 month rentals.

The following departments had no comments: FP Police, SLC Engineering, FPUA Electric, FP Public Works and SLC Fire District.

City Commission Regular Meeting

12.a.

Meeting Date: 05/01/2017

Re: Downtown Parking Update

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

SUBJECT:

Update and discussion on parking enforcement activities

SUMMARY:

Update and discussion on parking enforcement activities

RECOMMENDATION:

Item is for discussion only

ALTERNATIVES:

Item is for discussion only

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Karen Logue, Chief Accountant
Rebecca Grohall, Planning Director

Fiscal Impact

OTHER INFORMATION:

Based on the average fine collections from 1/2017 to 3/2017, estimated \$14,000 in revenue.

Attachments

- Available Parking Analysis Spreadsheet
 - Long Term Parking Permit
 - Downtown Warning Flyer
 - Memo to Commission
-

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2017 04:17 PM
Form Started By: Peggy Arraiz		Started On: 04/10/2017 04:11 PM
Final Approval Date: 04/21/2017		

Downtown Fort Pierce Parking Observations

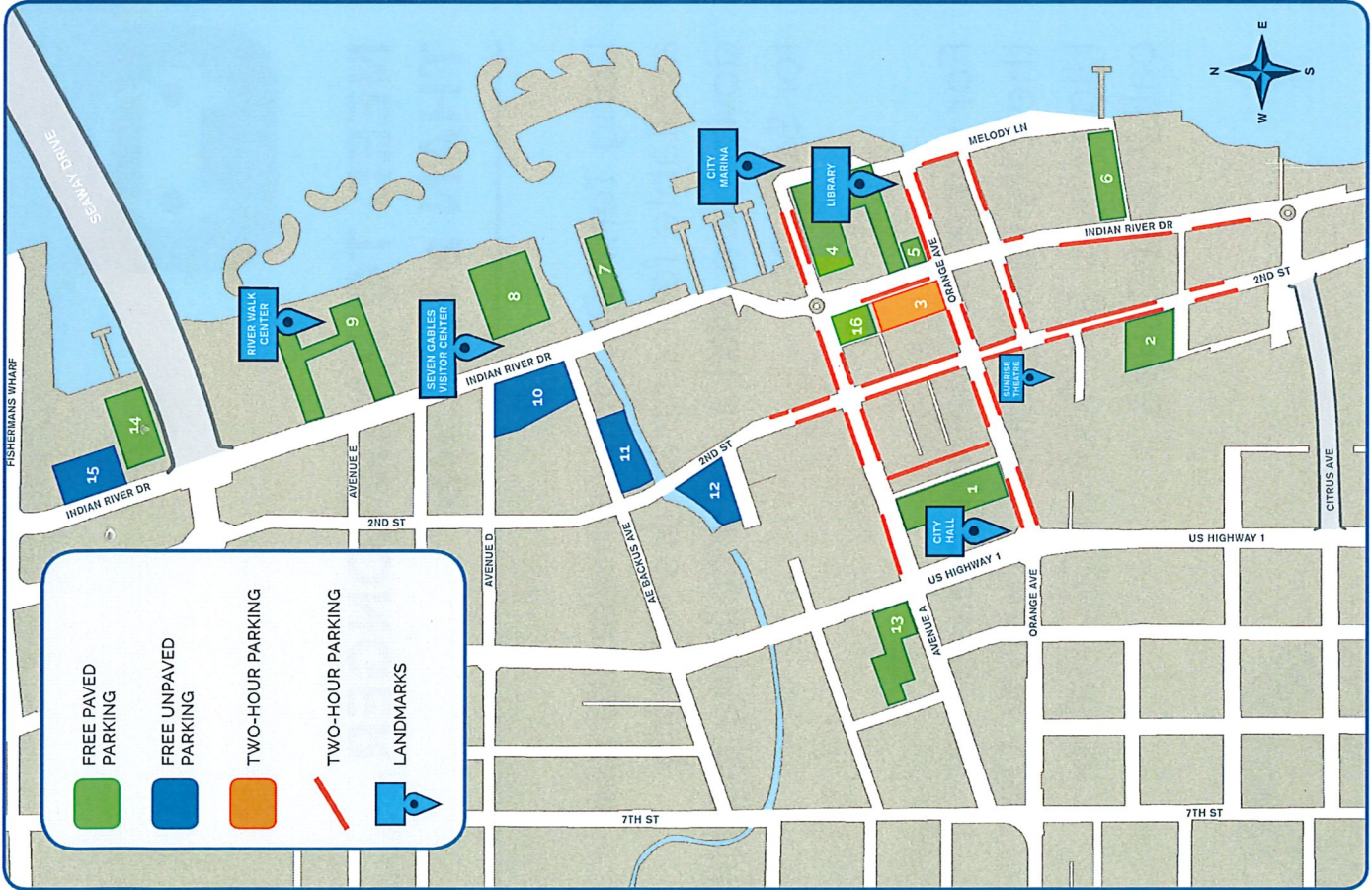
Observation Day	JCPenny Lot (2hr) (80 Spaces)			JCPenny Lot (30 Spaces)			Library Lot (15 Spaces)			Marina Square Lot (139 Spaces)			Melody Lane On-Street (43 Spaces)			Avenue A On-Street (2hr) (22 Spaces)		
	Used	Vacant	% Vacant	Used	Vacant	% Vacant	Used	Vacant	% Vacant	Used	Vacant	% Vacant	Used	Vacant	% Vacant	Used	Vacant	% Vacant
9/13/16: 11 AM	21	59	74%	22	8	27%	15	0	0%	102	37	27%	34	9	21%	6	16	73%
9/13/16: 2 PM	26	54	68%	26	4	13%	13	2	13%	80	59	42%	28	15	35%	6	16	73%
9/13/16: 4:30 PM	21	59	74%	18	12	40%	9	6	40%	77	62	45%	31	12	28%	10	12	55%
9/14/16: 10 AM	21	59	74%	22	8	27%	14	1	7%	97	42	30%	18	25	58%	1	21	95%
9/14/16: 3 PM	32	48	60%	27	3	10%	14	1	7%	101	38	27%	41	2	5%	10	12	55%
9/15/16: 9 AM	16	64	80%	23	7	23%	14	1	7%	73	66	47%	18	25	58%	8	14	64%
9/15/16: 4 PM	32	48	60%	25	5	17%	12	3	20%	73	66	47%	27	16	37%	9	13	59%
9/23/16: 4 PM	31	49	61%	22	8	27%	12	3	20%	85	54	39%	30	13	30%	17	5	23%
9/26/16: 11 PM	17	63	79%	28	2	7%	14	1	7%	68	71	51%	28	15	35%	6	16	73%
9/28/16: 9 AM	13	67	84%	29	1	3%	15	0	0%	82	57	41%	22	21	49%	5	17	77%
9/29/16: 8 AM	10	70	88%	21	9	30%	14	1	7%	58	81	58%	15	28	65%	0	22	100%
10/11/16: 12 PM	46	34	43%	30	0	0%	15	0	0%	81	58	42%	34	9	21%	12	10	45%
10/13/16: 1 PM	28	52	65%	28	2	7%	13	2	13%	108	31	22%	48	0	0%	13	9	41%
10/14/16: 4:30 PM	80	0	0%	30	0	0%	10	5	33%	127	12	9%	0	43	100%	0	22	100%
10/20/16: 12 PM	53	27	34%	29	1	3%	12	3	20%	84	55	40%	38	5	12%	14	8	36%
10/21/16: 9 AM	26	54	68%	30	0	0%	14	1	7%	63	76	55%	23	20	47%	7	15	68%
11/3/16: 2:30 PM	41	39	49%	27	3	10%	14	1	7%	87	52	37%	32	11	26%	9	13	59%
11/4/16: 9 AM	24	56	70%	19	11	37%	14	1	7%	68	71	51%	36	7	16%	2	20	91%
11/9/16: 4:30 PM	80	0	0%	30	0	0%	15	0	0%	139	0	0%	43	0	0%	22	0	0%
11/14/16: 8:30 AM	21	59	74%	21	9	30%	14	1	7%	43	96	69%	12	31	72%	3	19	86%
11/18/16: 9:00 AM	13	67	84%	25	5	17%	14	1	7%	47	92	66%	15	28	65%	2	20	91%
11/23/16: 1 PM	47	33	41%	20	10	33%	13	2	13%	121	18	13%	43	0	0%	18	4	18%
11/28/16: 4:30 PM	32	48	60%	19	11	37%	12	3	20%	58	81	58%	24	19	44%	6	16	73%
11/29/16: 10 AM	39	41	51%	29	1	3%	14	1	7%	90	49	35%	25	18	42%	6	16	73%
11/30/16: 3:00 PM	37	43	54%	21	9	30%	12	3	20%	107	32	23%	39	4	9%	14	8	36%
12/8/16: 2:30 PM	43	37	46%	27	3	10%	14	1	7%	95	44	32%	24	19	44%	12	10	45%
12/20/16: 1:00 PM	62	18	23%	30	0	0%	14	1	7%	122	17	12%	41	2	5%	16	6	27%
12/29/16: 4:30 PM	39	41	51%	16	14	47%	14	1	7%	108	31	22%	42	1	2%	19	3	14%
12/30/16: 1:00 AM	42	38	48%	29	1	3%	14	1	7%	126	13	9%	42	1	2%	20	2	9%
Averages	34	46	57%	25	5	17%	13	2	13%	89	50	36%	29	14	32%	9	13	57%



NEED TO PARK LONGER THAN 2 HOURS?

Long Term Parking Permits are now available for contractors working downtown with a valid building permit for \$100.00

For more information, please visit the City Clerk's Office at 100 N. US Highway 1, 3rd floor at City Hall or call 772.467.3065





THANKS FOR VISITING DOWNTOWN FORT PIERCE!

This note is to let you know that you have parked illegally. Please refer to the map on the back to locate all of the free Downtown parking.

For more information, please contact Code Enforcement at 772.467.3720 or visit www.cityoffortpierce.com.





THANKS FOR VISITING DOWNTOWN FORT PIERCE!

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For more information, please contact Code Enforcement at 772.467.3720 or visit www.cityoffortpierce.com.





THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT

Florida

TO : The Honorable Mayor and City Commissioners

THROUGH : Nicholas Mimms, City Manager

FROM : Peggy Arraiz, Code Compliance Manager

SUBJECT : Parking Enforcement Update

DATE : April 11, 2017

Parking enforcement has undergone several major changes in the past several months and I am pleased to report that enforcement has become more consistent, collection of fines has increased and staff is moving forward with the 'education period' for weekends downtown and on South Beach.

Parking Enforcement Highlights:

- ✦ All code enforcement officers, three community services officers and the Code Compliance Manager are now Certified Parking Enforcement Officers.
- ✦ During the first quarter of 2017, 84 parking citations were issued downtown – the vast majority for violation of 2-hr parking.
- ✦ In that same period, 71 parking citations were issued by the FPPD and processed through Code Enforcement for city wide parking violations.
- ✦ In response to complaints from contractors, long term parking permits were created and are available to contractors working downtown with a valid building permit. The cost for the permit is \$100 and is obtained from the Building Department at the time the permit is issued.
- ✦ Weekend code enforcement patrols began the first week in April and are addressing parking violations downtown and on South Beach with a warning flyer.
- ✦ There have been some challenges transferring the filing of citations and collecting fines from the County to the City, however, most of these challenges have been addressed and corrected.
- ✦ \$3,599.00 has been collected from 01/01/2017 through 03/31/2017, with collection activity steadily increasing as the transition occurs.
- ✦ T2 Parking Solutions is finalizing an automated parking enforcement solution. Enforcement will be conducted utilizing a cellular device and a portable printer will print out the citations. Benefits of this system include a violator database to determine repeat violators as well as provide an online portal for payments.
- ✦ T2 Parking Solutions will also be providing a car counting program for the parking garage. A digital sign at each entrance will provide the number of available spaces, which will hopefully eliminate the bottle necks and clogged travel lanes during peak times.

City Commission Regular Meeting

13.a.

Meeting Date: 05/01/2017

Re: Dog Friendly Beach Park

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion led by Commissioner Perona regarding a dog friendly park on the beach.

Attachments

Email from Comm. Perona

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/24/2017 02:59 PM
City Manager	Nick Mimms	04/24/2017 02:59 PM
Form Started By: Jennifer Robinson		Started On: 04/24/2017 02:28 PM
Final Approval Date: 04/24/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc: Kaitlyn Ballard/cfp@CFP,
Bcc:
Subject: Fw: Re: Dog Beach
From: Nicholas Mimms/cfp - Monday 04/24/2017 09:18 AM

History: This message has been replied to.

To: Nicholas Mimms/cfp@cfp
From: Tom Perona/cfp
Date: 04/21/2017 01:26PM
Cc: Linda Cox/cfp@cfp
Subject: Dog Beach

Nick. Thank you for your quick response for the APPA convention.

I also would like to investigate the possibility for the city to designate a beach area that would allow leashed dogs. The large blinking road sign at various corners on A1A has generated much discussion amongst residents and visitors in this area.

Almost every day, I run on the beach between Blue Herron and the jetty. I have noticed a large presents of dogs with their owners strolling the beaches predominantly directly east of the Ocean Village development. I suspect that most of these people are visitors to our area but have witnessed locals driving to the available beach parking at the east end of Blue Herron. Is it possible for our City to designate an area allowable for dogs? What is the process, overall expense, maintenance, signage and etc to accommodate this. The area off of Blue Herron may be the best suited for this amenity as there is available parking and it is on the southern terminus of our city limits.

On another matter, I want to thank you for providing me a copy of the recent animal friends grant. I think that it is important to provide grantors a letter from the City that we have successfully adopted an amendment to our code that will accommodate the proposed TNR program. I have asked Susan Parry to provide a contact name and address for this updated letter. I will forward this information once I have received it.

Please let me know if you have any questions or comments. Have a great weekend. Tom

Sent from my iPad using IBM Verse