

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 19, 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** - Deacon Garry Athill, St. John's Missionary Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of minutes from the June 5, 2017 regular meeting.
6. **PROCLAMATIONS**
 - a. Proclamation for Alzheimer's and Brain Awareness Month
7. **LETTERS TO COMMISSION**
 - a. Email from Bruce Murray, COP District 9 Leader, thanking Officers Guy Montgomery, Damian Spotts, John Fasanello, Joe Coleman, Brandon Adkins and Martin Ortiz, as well as Officer Louis, for a great job and their contribution to a quiet and the most trouble free Memorial Day weekend at South Beach.
 - b. Letter from Dr. Edwin R. Massey, President, IRSC, thanking the City Manager for his presentation of the Commencement Address during the 2017 Spring Commencement Ceremony, and expressing appreciation for the support.
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 Ms. Delphine McCoy for her business, Her Glory Dolls & Divas in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business
- b. Approve Gentile Corporation as the lowest responsive bidder to RFP #2017-019 for an amount not to exceed \$26,380 for rehabilitation of 910 Rhode Island Avenue funded through the State Housing Initiatives Partnership (SHIP) program.
- c. Approve Gentile Corporation as the lowest responsive bidder to RFP #2017-018 for an amount not to exceed \$31,800 for rehabilitation of 1209 Raymond Ave funded through the State Housing Initiatives Partnership (SHIP) program.
- d. Approve grant award for Ms. Jannifer Lee, for her business, Jan's Trendsetter Salon, in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan-Grant Award for Small Business.
- e. Acceptance of \$10,000 donation from the Parry Foundation for City of Fort Pierce Community Cat Spay/Neuter Fund.
- f. Award of Bid No. 2017-015 - Construction of Downtown Library Restroom to Hartnett Building Group LLC., Fort Pierce, FL, for an amount not to exceed \$182,750.00.
- g. Request approval to piggyback City of Lauderdale Lakes RFP #15-1301-02R to lease vehicles from Enterprise Fleet Management, Inc.
- h. Approval to piggyback the Florida Sheriff's Association Contract No. FSA16-VEH14.0, Specification No. 55, for the purchase of one (1) Schwarze A7 Tornado Street Sweeper from Southern Sewer Equipment Sales, Inc., Fort Pierce, FL, in accordance with the attached quote, for an amount not to exceed \$227,246.10.
- i. Approval of Change Order No. 1 for Bid No. 2016-016 Furnish and Install Asphaltic Concrete for 2017 Street Resurfacing needs to Lynch Paving of Okeechobee, Fl. in an amount not to exceed \$250,520.00.
- j. Approval of travel expenses in the amount of \$1358.48 for Commissioner Perona to attend the FMEA Annual Conference being held on July 18 - 21, 2017 in Ponte Vedre Beach, Florida.

- k. Approve increase of funds for the GFA Contract for Inspection Services in the amount of \$65,000.00.

11. **PUBLIC HEARINGS**

- a. Legislative Hearing - Ordinance No. 17-019 Amending Chapter 15 - Signs and Billboards revised to include an increased number of signs and days allowed for placement. SECOND READING
- b. Legislative Hearing - Ordinance 17-022: Abandoning an unopened segment of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive SECOND READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Monthly Financial Report for the Month Ending April 30, 2017
- b. Federal and State-Funded Activities - Grants Administration Division
- c. Update on the Joint Planning Process

13. **CITY COMMISSION**

- a. Resolution 17-R20 designating 1102 Orange Avenue as Historic Property and a Locally Significant Site.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting

5.a.

Meeting Date: 06/19/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the June 5, 2017 regular meeting.

Attachments

06.05.2017 Minutes

Form Review

Form Started By: Caleta Scott

Started On: 05/31/2017 01:09 PM

Final Approval Date: 05/31/2017

DRAFT

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, JUNE 5, 2017.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:31 p.m.
2. **OPENING PRAYER** - Reverend Harry Shaw, Good News Missionary Baptist 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 May 15, 2017 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the minutes of the May 15, 2017 regular meeting.

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

6. **PROCLAMATIONS**

- a. Mayor Hudson issued a proclamation recognizing the retirement of Samuel "Tony" Barnes.
- b. Mayor Hudson issued a proclamation recognizing State Representative Larry Lee, Jr.

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

- a. Email from Brian Tinberg thanking Public Works employee, Earnest Ricciardi, for coming to his assistance out of the kindness of his heart.
- b. Email from Sonia DuPree, Co-Founder/Director, E.N.D. IT! Corporation, thanking the City Manager and the City of Fort Pierce for the support and the opportunity to perform DADDY at the Sunrise Theatre.

- c. Email from Sandra Bogan, St. Lucie County Environmental Education & Outreach Manager, thanking Mayor Hudson and the City of Fort Pierce for supporting the 13th Annual Earth Day Festival at the Oxbow Eco-Center.
- d. Email from Representative Larry Lee, Jr. commending Deputy Chief Norris for his powerful, inspirational message about what is happening in the City of Fort Pierce.

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

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

Commissioner Perona requested to move item 12b to before the consent agenda.

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

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

Passed

10. **CONSENT AGENDA**

- a. Approve award of RFP No. 2017-013 - Nuisance Abatement to Gone Fishing Landscaping & More, LLC and Mow 4 Less Lawn Care, LLC in the total amount of \$25,000.00 each.
- b. Approve award of RFP No. 2017-012 - Lot Clearing to Gone Fishing Landscaping & More LLC and Mow 4 Less Lawn Care LLC for \$12,500.00 each for current fiscal year \$25,000.00 each in subsequent years.
- c. Approval of Lynch Paving and Construction Company's Change order No. 1 in the amount of \$11,595.00 for the Melody Lane Parking Lot Reconstruction project.
- d. Approval of the Contract between the City of Fort Pierce and the International Union of Police Associations, AFL-CIO which was ratified on April 27, 2017 by the Union.
- e. Approve piggybacking Fort Pierce Utilities Authority Bid No. 13-51 - Security Guard Services in an amount not to exceed \$55,000.00 annually.
- f. Approve acceptance of Grant Award from FL Fish and Wildlife for Floating Dinghy Docks at City Marina.
- g. Approval of a 5-month extension to Dunn's Tractor Service contract which will provide canal and recreation maintenance through September 30, 2017 in the amount of \$90,000.00.
- h. Approve award of Bid No. 2017-010 - City Park Restroom Cleaning to Morivalous Cleaning, Inc. of Fort Pierce FL, for a one year contract with two-one year renewal options, in an amount not to exceed \$26,000.00 annually.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson 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 Hearing - Review and approval of an application for Conditional Use with New Construction submitted by property owners, Kamlesh and Jagruti Pandya, and applicant, Terry Brisson, to demolish and rebuild a single family home with a building height of up to 34 feet at 1717 Bayshore Drive, Fort Pierce, FL. The property is zoned Single Family Low Density Residential (R-1). Parcel ID: 2412-501-0022-000-9.

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

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

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

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

Passed

- b. Quasi-Judicial Hearing - Application for Conditional Use with New Construction subject to conditions submitted by property owner, Boch A Galup Inc, and applicants, Kash Patel, Mike O'Leary, Partners, ASTA Parking Inc., to development and operate a commercial parking lot at 111 S. Ocean Drive, Fort Pierce, FL. The property is zoned Tourist Commercial (C-5). Parcel ID: 2401-501-0055-000-5.

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

Commission discussion included kiosk location(s), sidewalk connections and pedestrian impact.

Mayor Hudson opened the public hearing.

Mike O'Leary, applicant representative, addressed concerns and restated the intention to invest in the community and reduce the parking problem.

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

Further Commission discussion included pedestrian safety, signage, and possible FDOT involvement.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve with staff conditions:

1. The operator restricts use, and overnight parking, by any campers, Recreational Vehicles (RVs), or similar transit vans; and
2. Two (2) trash receptacles, and process for collection, are integrated into the development plan.

plus additional conditions:

3. The northeast standard parking stall is identified as compact only; and
4. The applicant provide additional 36 inch breakaway pedestrian crossing signs, west of the roundabout at Seaway, and at the AIA crosswalk, to the south of the roundabout.

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

Passed

- c. Legislative Hearing - Ordinance 17-017 Abolishing the Code Enforcement Board. SECOND 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.

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 **11c**.

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

Passed

- d. Legislative Hearing - Ordinance No. 17-019 Amending Chapter 15 - Signs and Billboards FIRST 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 15 – SIGNS AND BILLBOARDS BY AMENDING SEC. 15-1 – DEFINITION; 15-2 – PURPOSE AND INTENT; AMENDING SEC. 15-3 – ADMINISTRATION AND ENFORCEMENT; AMENDING SEC. 15-4 – NONCONFORMING SIGNS; AMENDING SEC. 15-5 – PROHIBITED SIGNS OR SIGN CHARACTERISTICS; AMENDING SEC. 15-6 – REGULATION; DELETING SEC. 15-7 – PERMITTED TEMPORARY SIGNS; AMENDING SEC. 15-8 – PERMITTED PERMANENT SIGNS; AMENDING SEC. 15-9 – PERMIT PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

Peggy Arraiz, Code Compliance Manager, explained that due to a Supreme Court decision, we can no longer regulate signs based on content. Non-content based regulation includes size, location and number. Damaged signs will be considered nuisance. Temporary signs and I-95/Turnpike Interchange regulations have also been updated.

Mayor Hudson opened the public hearing.

Jim Buriak spoke in opposition.

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

Commission discussion included special event consideration and moving the number of signs to 75 and 30 days.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item **11d**, amending the number of signs to 75 and the length of time to 30 days.

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

Passed

- e. Legislative Hearing - Ordinance 17-022: Abandoning an unopened segment of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ABANDONING A PORTION OF NORTH THIRTY-FIRST STREET RIGHT-OF-WAY, LYING ADJACENT TO LOTS 9, 10 AND 11 OF THE PIONEER PARK SUBDIVISION 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.

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

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

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

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

Passed

12. MISCELLANEOUS REPORTS & REQUESTS

- a. Restoring the Village update by Representative Larry Lee, Jr. - **This item was presented after item 6b.**

Representative Larry Lee, Jr. gave an update on Restoring the Village. Operation: Community Pride will take place on Saturday, June 10, 2017. The program has been well received and other cities are creating similar programs. He thanked the Board and the City of Fort Pierce for

their continued support.

- b. Presentation of St. Lucie Reads by Sean Boyle, Executive Director, Children's Services Council of St. Lucie County. - **This item was presented before the Consent Agenda.**

Sean Boyle gave an update on St. Lucie Reads program highlighting the programs' goal to increase third grade reading levels. The educational and economic impact on a community is far reaching. The program asks the community to help through engagement, mentorship or donations. Commission discussion included having a book drop at City Hall.

13. CITY COMMISSION

- a. Resolution 17-R16 Establishing Quasi-Judicial Hearing Procedures

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ESTABLISHING QUASI-JUDICIAL PROCEDURES FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

James Messer, City Attorney, would like for Planning to provide the information to applicants, and others so they may understand the process.

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

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

Passed

- b. Resolution 17-R18 Declaring Certain Property as Surplus

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

A RESOLUTION DECLARING CERTAIN REAL PROPERTY OWNED BY CITY OF FORT PIERCE TO BE SURPLUS TO CITY OF FORT PIERCE NEEDS AND AUTHORIZING CITY STAFF TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 1, SECTION 13 OF CITY OF FORT PIERCE CHARTER.

Rebecca Grohall, Planning Manager, stated that this is in preparation for the marketing of the HD King site. Mr. Mimms, City Manager, stated that the community input will be taken into consideration and they are waiting for FDEP approval.

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

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

Passed

- c. City Commission to appoint one (1) voting delegate to the Florida League of Cities. The 91st Annual FLC Conference will be held August 17-19, 2017 in at the World Center Marriott, Orlando, Florida.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to have Commissioner Alexander as the voting delegate.

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

Passed

14. COMMENTS FROM THE PUBLIC

Joyce Jackson
Mark Woodruff
Jorge Goz
Keith Holmes
George McArthur
Jim Buriak
Jeanne Arias

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report

Nicholas Mimms, City Manager, spoke about the Police Department's community outreach efforts and making a positive name for Fort Pierce within the community and around the state. The City Manager's report highlights the building department; Paul Thomas was announced as the new Building Official, the Summer Jam Basketball Camp will include free breakfast, lunch and dinner and run June 12 – Aug 4. The new Annual Report and Calendar has been distributed to our community partners and will be available for the public. The Conference Agenda topics will be legislative update, golf carts on city roads and possible development of JCPenney parking lot.

James Messer, City Attorney, thanked the Commission for passing the resolution and it will help to straighten out the quasi-judicial process.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander stated that he was impressed with the attentiveness and well-mannered nature of the kids that attended the Preventing Crime in the Black Community Conference. The conference was enjoyed by all.

Commissioner Perona is happy to know that we will finally have the dinghy docks. He is happy for the change that is taking place, including staff and administration.

Commissioner Sessions spoke about the camp at Percy Peek Gymnasium, June 12 - August 4 and the Restoring the Village event on Saturday, June 10. The representation of the Police Department at the Preventing Crime in the Black Community Conference was well received as well as the children from Fort Pierce who attended.

Commissioner Johnson stated that the Memorial Day event at Riverwalk was great, Treasure Coast Research Park will have a ground opening that will house a commercial kitchen, and customs is almost complete which may attract more passenger service opportunities. These things should all bring growth to Fort Pierce.

Mayor Hudson spoke about the property tax valuation increased by 5.25%. She attended

graduation for San Juan Diego and St. Anastasia.

17. **ADJOURNMENT** - There being no further business, Mayor Hudson declared the meeting adjourned at 9:12 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6.a.

Meeting Date: 06/19/2017

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation for Alzheimer's and Brain Awareness Month

Attachments

Alzheimers and Brain Awareness Month 2017

Form Review

Form Started By: Caleta Scott

Started On: 05/31/2017 01:11 PM

Final Approval Date: 05/31/2017

WHEREAS, Alzheimer’s disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and

WHEREAS, Alzheimer’s disease is the only cause of death among the top ten causes of death in America that cannot be prevented, cured or even slowed; and

WHEREAS, in 2017 in the United States, 15.8 million caregivers provided an estimated 17.9 billion hours of unpaid care valued at more than 230 billion dollars; in Florida, over 1 million caregivers provided over 1 billion hours of unpaid care valued at an estimated 18 million dollars; and

WHEREAS, the human cost of Alzheimer’s disease is immeasurable and in recognition of the individuals, families, friends and caregivers dealing with Alzheimer’s disease, the researchers who are seeking a cause or cure; and

WHEREAS, the State of Florida and the City of Fort Pierce recognize the efforts of the Alzheimer’s Association to raise funds and promote awareness to fight Alzheimer’s disease and related disorders, thereby improving the quality of human life for those living with Alzheimer’s disease and their caregivers.

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

“Alzheimer’s & Brain Awareness Month”

and encourage all citizens to raise awareness in our community for this devastating disease through the Annual Treasure Coast Walk to End Alzheimer’s on Saturday, October 14, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 19th day of June, 2017.

MAYOR/COMMISSIONER

City Commission Regular Meeting

7.a.

Meeting Date: 06/19/2017

Re: Email from Bruce Murray

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Bruce Murray, COP District 9 Leader, thanking Officers Guy Montgomery, Damian Spotts, John Fasanello, Joe Coleman, Brandon Adkins and Martin Ortiz, as well as Officer Louis, for a great job and their contribution to a quiet and the most trouble free Memorial Day weekend at South Beach.

Attachments

Email from Bill Murray

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/09/2017 01:50 PM
City Manager	Nick Mimms	06/09/2017 01:50 PM
Form Started By: Jennifer Robinson		Started On: 06/07/2017 04:17 PM
Final Approval Date: 06/09/2017		



To: Jennifer D Robinson/cfp@cfp,
Cc: "Diane Hobley-Burney" <dhobley-burney@fppd.org>,
Bcc:
Subject: Fw: Thanks To FPPD Officers
From: Nicholas Mimms/cfp - Thursday 06/01/2017 11:30 AM

History: This message has been replied to.

From: Mailmurray@aol.com
To: jschramm@fppd.org, dhobley-burney@fppd.org, knorris@fppd.org, amandro@fppd.org
Cc: ludson@city-ftpierce.com, nmimms@city-ftpierce.com, ctmush@bellsouth.net
Date: Thu, Jun 1, 2017 10:52 AM
Subject: Thanks To FPPD Officers

This past weekend was my 4th Memorial Day weekend as part of the C. O. P. volunteer program. It is usually the worst weekend of the year. I am very pleased to tell you that despite the biggest crowds and most vehicles and boats we have seen on any past weekend, this year was the quietest and most trouble free. Yes, there were a couple of issues, but they were readily dealt with.

Many citizens, two or three businesses, and three C. O. P. volunteers who were on the road with me have said they would like to thank your Officers for a great job. Without intending to single anyone out for special praise, the following were active in our community over the weekend: Officers Guy Montgomery, Damian Spotts, John Fasanello, Joe Coleman, Brandon Adkins, ? Ortiz, the Segway riders and at least two others who were here responding or filling in. Officer Louis, who unknown to us was off duty and not working her regular schedule, even responded to a phone call and a text seeking information we thought she would have. The South Beach community and our beach visitors from the entire Treasure Coast enjoyed the weekend more because of their efforts.

The combination of ATVs on the beaches and an active visible unit available and able to respond and control parking and community issues was an ideal plan. We look forward to an equally successful July 4th holiday.

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

City Commission Regular Meeting

7.b.

Meeting Date: 06/19/2017

Re: Letter from Dr. Massey

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Dr. Edwin R. Massey, President, IRSC, thanking the City Manager for his presentation of the Commencement Address during the 2017 Spring Commencement Ceremony, and expressing appreciation for the support.

Attachments

Letter from Dr. Massey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/09/2017 01:50 PM
City Manager	Nick Mimms	06/09/2017 01:50 PM
Form Started By: Jennifer Robinson		Started On: 06/07/2017 04:31 PM
Final Approval Date: 06/09/2017		



INDIAN RIVER STATE COLLEGE Office of the President

May 30th, 2017

Nicholas C. Mimms, P.E.
City Manager
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950



Dear Mr. Mimms:

On behalf of our District Board of Trustees, faculty, staff, our students and their families, thank you so much for presenting the Commencement Address during our 2017 Spring Commencement Ceremony on Saturday, May 6.

Commencement is "pay day" for all of us at Indian River State College. Your willingness to participate as our Commencement Speaker, sharing such an inspirational message that included profound insights while moving emotions was a major contribution on this special day. Your wisdom and life experiences growing up right here in Ft. Pierce and then going on to be such a success truly resonated with not only the students but with all present. It was wonderful to see your Mom, she will always be a very important member of our College family – your tribute to her was outstanding.

Thank you Nick for helping to create a very memorable Commencement Ceremony. We appreciate your support and friendship and wish you the best in the months and years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed".

Edwin R. Massey, Ph.D.
President

Cc Christina T. Hart, Ph.D.
Vice President of Enrollment and Student Services

City Commission Regular Meeting

10.a.

Meeting Date: 06/19/2017

Re: Small Business Grant Award

Submitted For: Libby Woodruff, Urban Redevelopment Manager, Finance Department

SUBJECT:

Approve grant award for Ms. Delphine McCoy for her business, Her Glory Dolls & Divas in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan - Grant Award for Small Business

SUMMARY:

2016-2017 CDBG allocated funding for small business grants for owners who attended two (2) small business workshops to purchase items to improve capacity and sustainability. Ms. McCoy attended workshops 11/16/16 and 2/15/17 and applied for grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for \$3,000 for Ms. Delphine McCoy to purchase equipment for her business, Her Glory Dolls & Divas to increase the business' capacity and sustainability.

ALTERNATIVES:

Do not approve grant award.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016-2017
Account: 10390025548310
Amount: 3000.00

OTHER INFORMATION:

This expenditure will be reimbursed to the city via CDBG.

Attachments

Grant App - Her Glory Dolls & Divas
Contract - Her Glory Dolls & Divas

Form Review

Inbox

Finance Department
City Manager
Form Started By: Libby Woodruff
Final Approval Date: 06/09/2017

Reviewed By

Johnna Morris
Nick Mimms

Date

06/08/2017 01:41 PM
06/09/2017 01:52 PM
Started On: 06/05/2017 08:44 AM



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Her Glory Dolls & Dras
 Physical Address: 3204 Orange Ave
 Mailing Address: 1100 North 42 Street
 Website Address: delphine.mccoy1601@comcast.net
 Contact Person: Delphine McCoy Title: Owner & operator
 Best Contact Telephone Number # 772-418-9585

Grant Amount Requested: \$ 3000.00

=====
 Business Owner Signature: [Signature]
 Printed Name of Business Owner: Delphine McCoy
 Owner Telephone Number: 772-418-9585 Email: delphine.mccoy1601@comcast.net
 =====

1. Please describe what would you like to purchase with the grant funds. Shampoo chairs, Dryers, waiting room furniture

2. Please explain why you feel this purchase will help your business. I feel this purchase will help my business by providing a safe and comfortable environment, my Dryers are in dyer need of replacing also my Shampoo chairs there in very bad condition, it will cause customer to want to return.

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:
HER GLORY DOLLS & DIVAS 1601 N 42ND ST FT PIERCE FL 34947	MCCOY, DELPHINE

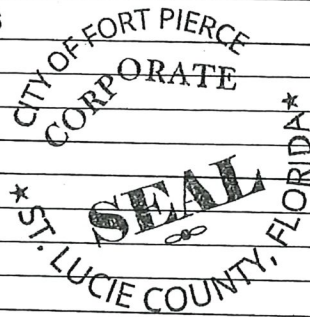
Business Location*: 3204 ORANGE AVE
--

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

Date Issued	Expiration Date	Control Number
March 01, 2017	September 30, 2017	0042231

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

BTR #	Classification	Restrictions
17-00023967	BEAUTY SHOPS	
17-00023968	MERCHANT-NOT EXCEEDING \$10,000	



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

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

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



THE SUNRISE CITY
FORT PIERCE
Florida



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

Fictitious Name Search

No Filing History

Submit

Fictitious Name Detail

Fictitious Name

HER GLORY DOLLS & DIVAS

Filing Information

Registration Number G17000045585
Status ACTIVE
Filed Date 04/26/2017
Expiration Date 12/31/2022
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

3204 ORANGE AVE
FORT PIERCE, FL 34947

Owner Information

MCCOY, DELPHINE DENISE
1601 N 42ND STREET
FORT PIERCE, FL 34947
FEI/EIN Number: NONE
Document Number: NONE

Document Images

[04/26/2017 - Fictitious Name Filing](#)

View image in PDF format

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

Fictitious Name Search

No Filing History

Submit

Certificate of Completion

This Certificate is Presented to:

Delphine McCoy

(Attendee Name)

Her Glory Salon

(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:

Delphina McCoy

(Attendee Name)

Her Glory

(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:



Hello To Whom this may Concern

My name is Delphine McCoy I am the Owner of Her Glory Dolls & Divas Salon at 3204 Orange Ave Fort Pierce Fl 34947 I only have one employee at this present time but I'm looking forward to more in the future .

Thank you
Delphine McCoy

Hello My Name is Delphine McCoy

And I am the Business Owner of Her Glory
Dolls &a Divas Salon

At 3204 Orange Ave Fort Pierce Fl 34947

I hear by state that the business is not
under a Nuisance abatement

Investigation and/or Code Enforcement
action;









Thank you

Shopping Basket

KEEP SHOPPING

Estimated Subtotal: \$3,007.31

Your order qualifies for FREE Shipping

9 Items		Qty:	Unit Price
	<p>PIPER ALL PURPOSE CHAIR WITH SQUARE BASE BLACK SBS-923297</p> <p> We're sorry, this product cannot ship to the following locations: Canada, Puerto Rico, Alaska, Hawaii</p>	3	<p>\$299.00 \$249.00</p>
	<p>SOL-AIR IONIC DIGITAL DRYER SBS-876668</p> <p>Quantity: One</p> <p> We're sorry, this product cannot ship to the following locations: Canada, Puerto Rico, Alaska, Hawaii</p>	2	\$269.00
	<p>3' X 5' VEGAS SALON BLACK MAT - HALF CIRCLE SBS-866856</p> <p>Quantity: One</p> <p> We're sorry, this product cannot ship to the following locations: Canada, Puerto Rico, Alaska, Hawaii</p>	2	\$149.00
	<p>PHANTOM TILT BOWL BACKWASH SHAMPOO UNIT SBS-923183</p> <p>Quantity: One</p> <p> We're sorry, this product cannot ship to the following locations: Canada, Puerto Rico, Alaska, Hawaii</p>	2	<p>\$699.00 \$588.00</p>

Free Tote

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 **HER GLORY DOLLS AND DIVAS**, 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: **HER GLORY DOLLS & DIVAS**

By: _____
Delphine McCoy

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting

10.b.

Meeting Date: 06/19/2017

Re: Recommendation of Award for Bid #2017-019 SHIP Home Rehabilitation Project

Submitted For: Libby Woodruff, Urban Redevelopment Manager, Finance Department

SUBJECT:

Approve Gentile Corporation as the lowest responsive bidder to RFP #2017-019 for an amount not to exceed \$26,380 for rehabilitation of 910 Rhode Island Avenue funded through the State Housing Initiatives Partnership (SHIP) program.

SUMMARY:

Local Housing Assistance Plan (LHAP) describes SHIP rehab program including dollar limits. RFP #2017-019 states City reserves right to make award(s) by individual item, group of items. Staff will collaborate with area nonprofits and FPUA to provide remaining items in Scope of Work for this property.

RECOMMENDATION:

Approve Gentile Corporation as the lowest responsive bidder for RFP #2017-019 in an amount not to exceed \$26,380 for rehabilitation roof and window infill for 910 Rhode Island Avenue.

ALTERNATIVES:

Do not approve the award of Bid #2017-019 to Gentile Corporation for an amount not to exceed \$26,380 for rehabilitation of roof and window infill for 910 Rhode Island Avenue.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016-2017
Account: 10595025548310
Amount: 26380.00

OTHER INFORMATION:

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

Attachments

Bid Response - 910 Rhode Island

Form Review

Inbox

Finance Department

Finance Department

City Manager

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 06/12/2017

Reviewed By

Libby Woodruff

Johnna Morris

Nick Mimms

Johnna Morris

Nick Mimms

Date

06/06/2017 03:53 PM

06/08/2017 01:40 PM

06/09/2017 01:52 PM

06/09/2017 02:36 PM

06/12/2017 08:36 AM

Started On: 06/06/2017 10:33 AM



MEMORANDUM
from the
PROCUREMENT DEPARTMENT

TO: Elizabeth Woodruff, Manager Urban Redevelopment

THROUGH: Tony Barnes, Director of Purchasing

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2017-019 ~ SHIP Rehabilitation Project
(910 Rhode Island Avenue)

DATE: May 31, 2017

Attached are the tabulation sheet and a copy of each bid submittal for the above referenced bid. The file is available for review in the Procurement Department.

The invitation was sent to 861 vendors. Eight (8) vendors requested specifications with one (1) responding (12.5%) plus 0 "No Bid" (12.5% total response).

Please respond to the Procurement Department for recommendation of award. Expiration date is July 24, 2017. Commission approval must be completed by this date.

/gm

Attachment

cc: Karen Mike, Executive Assistant



CITY OF FORT PIERCE TABULATION OF BIDS

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

BID ON:	SHIP REHABILITATION PROJECT 910 RHODE ISLAND AVENUE.
BID NUMBER:	2017-019
DATE:	5/25/17 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
1 of 8 = 12.5 %
0 "No Bids"
Total = 12.5 %

VENDOR	TOTAL
Gentile Corp. Fort Pierce, FL	\$35,020.00

PLEASE NOTE:

- **COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

COPY

DELIVER TO:

City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950

INVITATION TO BID

and

BIDDER ACKNOWLEDGMENT

MAIL TO:

City of Fort Pierce Procurement Dept.
P.O. Box 1480
Fort Pierce, FL 34954-1480

Contact: Gelencia Carter, 772-467-3748

Bid No: 2017-019

Mandatory Site Visit Date:

10:00AM, THURSDAY, MAY 4, 2017

Bid Title: HOUSING REHABILITATION
PROJECT FOR 910 RHODE ISLAND AVE.

Mandatory Site Visit Location:

910 Rhode Island Avenue
Fort Pierce, FL 34950

Bid Opening Location:

City of Ft. Pierce Procurement Dept.
100 North U.S. #1, 1st Floor
Ft. Pierce, Florida 34950

Bid Due Date & Time:

3:00PM, WEDNESDAY, MAY 16, 2017

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Bidder Name:

Trenkile Corp

I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Mailing Address:

3160 Juttle Cove
West Palm Beach
Florida 33411

X Oscar Frozini
Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

OSCAR FROZINI

Type of Entity (Circle One):

Corporation Partnership Proprietorship

Title:

President

Incorporated in the State of: FL Year: 2006

Delivery in 60 days, ARO

Phone Number: (954) 520-0548 / (772) 312-6928

Payment Terms: Net 30 Days

Fax Number: (772) 448-8967

FEIN or SS Number: 46-1976266

E-Mail Address: trenkilellc@comcast.net

Local Business: Y N MWBE: Y N

Bid Security is attached, when required, in the amount of \$ _____

F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID



Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Eentile Corp,
(Contractor's Name)
certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Eentile Corp
(Contractor's Name)

City of Fort Pierce
(Recipient's Name)

Omar Frozini
(Authorized Signature)

Date: _____

OSCAR FROZINI
(Print Name)

President
(Title)

Division Contract Number

3160 turtle Cove
(Street and Address)

West Palm Beach FL 33411
(City, State, Zip)



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Genfile Corp does:
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Quon Trosini
 Proposer's Signature
5/24/17
 Date

**Request for Taxpayer
 Identification Number and Certification**

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

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

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

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

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

5 Address (number, street, and apt. or suite no.)
3160 Juniper Cove

6 City, state, and ZIP code
West Dolly Beach, FL 33411

7 List account number(s) here (optional)

Print or type
 See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
OR								
Employer identification number								
46	-	1	9	7	6	2	6	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/efo.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM
 (Please print or type)

Bid Number: <u>2017-019</u>	Title: <u>SHIP Housing Rehabilitation Project</u>
Proposer/Respondent Name: <u>Gentile Corp</u>	
Reference Company Name: <u>St Lucie County Housing and Community Services</u>	
Telephone #: <u>(372) 462-1777</u>	Fax #: <u>J (372) 462-2853</u>
Contact Name: <u>JENNIFER HOWCE</u>	Email: <u>howcej@stlucieco.org</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City’s receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

- Add any information/comments that might help us evaluate their ability to perform for us?



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT

Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM
 (Please print or type)

Bid Number: <u>2017-019</u>	Title: <u>SHIP Housing Rehabilitation Project</u>
Proposer/Respondent Name: <u>Gentile CORP</u>	
Reference Company Name: <u>Port St Lucie Police Department</u>	
Telephone #: <u>(772) 878-2793</u>	Fax #: <u>(772) 873-0520</u>
Contact Name: <u>Mary Beth Lee</u>	Email: <u>MaryBeth.Lee@cityofPal.com</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

- Add any information/comments that might help us evaluate their ability to perform for us?



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT
Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM
 (Please print or type)

Bid Number: <u>2017-019</u>	Title: <u>SHIP Housing Rehabilitation Project</u>
Proposer/Respondent Name: <u>Gentile CDD</u>	
Reference Company Name: <u>City of Holly Wood Department of Community Development</u>	
Telephone #: <u>(954) 921-3271</u>	Fax #: <u>(954) 921-3390</u>
Contact Name: <u>CJAY MILAN</u>	Email: <u>Cmilan@hollywoodfl.org</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

- Add any information/comments that might help us evaluate their ability to perform for us?



BID RESPONSE FORM



Bid Item	SHIP HOUSING REHABILITATION PROJECT FOR 910 RHODE ISLAND AVENUE		
Bid Number	2017-019	Due Date & Time	3:00PM, WEDNESDAY, MAY 16, 2017

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Roof <i>O.F.</i>	\$ 13,900 ⁰⁰
Gutter System	\$ 2,400 ⁰⁰
Window In-Fill	\$ 9,900 ⁰⁰
Exterior Doors	\$ 2,900 ⁰⁰
A/C Service	\$ 990 ⁰⁰
Repair Ceilings in Kitchen and Bathroom	\$ 1,500 ⁰⁰
Paint exterior of Home	\$ 3,250 ⁰⁰
<i>Total</i>	\$ 35,020 ⁰⁰

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	MAY 12, 2017

Vendor: Gentile CORP
 Address: 3160 Turtle Cove
 City, State, Zip Code: West Palm Beach, FL 33411
 Email Address: Gentilellc@comcast.net
 Typed Name, Title: OSCAR FROZINI, President
 Signature Oscar Frozini Date 5/24/17
 Telephone # (954) 570-0548 Fax # (772) 448-8967

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check block below for applicable minority indicator:

- Asian Indian
 Black
 Asian Pacific
 Hispanic
 Native American

 Small Business Women Owned Small Disadvantage Business

May 12, 2017



BID NO. 2017-019

HOUSING REHABILITATION PROJECT FOR 910 RHODE ISLAND AVENUE

ADDENDUM NO. 1

The purpose of this addendum is to schedule another Mandatory Site-Visit:

10:00 AM, WEDNESDAY, MAY 17, 2017

Also, to extend the **Bid due date** from 3:00PM, Wednesday, May 16, 2017 to:

3:00 PM, THURSDAY, MAY 25, 2017

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Oscar Frozini Manual

Signature: Oscar Frozini / OSCAR FROZINI Typed or Printed

Company Name: Lentile Corp

Address: 3160 turtle cove

West Palm Beach Fl, 33411

Date: 5/24/17

/gc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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

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

PRODUCER G S Insurance Services LLC 1056 Hypoluxo Rd Lantana FL 33462 INSURED Gentle 3160 Turtle Cove West Palm Beach FL 33411	CONTACT NAME: Melanie Shepherd PHONE (A/C, No, Ext): 561-296-1771 FAX (A/C, No): 561-296-1772 E-MAIL ADDRESS: gsinservice@aol.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: United Specialty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR N/S/D, W/V	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		DCG00337	09/24/2016	09/24/2017	EACH OCCURRENCE \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY: FLD 1000 OTHER: 1000	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000				
	AUTOMOBILE LIABILITY					COVERED RANGLED M/V (Ea acc dent) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS MADE					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE COMP-ER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below FL EACH ACCIDENT \$ FL DISEASE - EA EMPLOYEE \$ FL DISEASE - POLICY LIMIT \$

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

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

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1521508	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

FROZINI, OSCAR P
GENTILE CORP
3160 TURTLE COVE
WEST PALM BEACH FL 33411



ISSUED: 08/25/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1408250001868

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1504314	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

FROZINI, OSCAR P
GENTILE LLC
3160 TURTLE COVE
WEST PALM BEACH FL 33411



ISSUED: 08/25/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1408250001867



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving YOU.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
3160 TURTLE COVE
WEST PALM BEACH, FL 33411

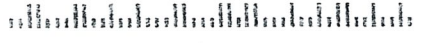
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	
22-0061 GENERAL CONTRACTOR	FROZINI OSCAR P	CGC1504314	B15.846948 - 07.17.15	\$27.50	B40123

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT**

B3 - 451

GENTILE CORP
GENTILE corp
3160 TURTLE COVE ST
WEST PALM BEACH, FL 33411-6468



**LBTR Number: 200704482
EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Bid Response Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is W-9 Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper licensing as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper insurance as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid envelope is marked accordingly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Drug-Free Work Place form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Debarment form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are three (3) complete bid packages included (one original and two copies)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is each Bid Addendum (when issued) signed and included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLEASE SIGN AND RETURN WITH BID

Duan Truogini

City Commission Regular Meeting

10.c.

Meeting Date: 06/19/2017

Re: Recommendation of Award for Bid #2017-018 SHIP Home Rehabilitation Project

Submitted For: Libby Woodruff, Urban Redevelopment Manager, Finance Department

SUBJECT:

Approve Gentile Corporation as the lowest responsive bidder to RFP #2017-018 for an amount not to exceed \$31,800 for rehabilitation of 1209 Raymond Ave funded through the State Housing Initiatives Partnership (SHIP) program.

SUMMARY:

Local Housing Assistance Plan (LHAP) describes SHIP rehab pgm including dollar limits. RFP #2017-018 states City reserves right to make award(s) by individual item, group of items. Staff will collaborate w/FPUA & area nonprofits to provide remaining items in Scope of Work.

RECOMMENDATION:

Approve Gentile Corporation as the lowest responsive bidder for RFP #2017-016 in an amount not to exceed \$31,800 for rehabilitation to roof and plumbing for 1209 Raymond Avenue.

ALTERNATIVES:

Do not approve the award of Bid #2017-018 to Gentile Corporation for an amount not to exceed \$31,800 for rehabilitation of roof and plumbing for 1209 Raymond Avenue.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016-2017
Account: 10295025548310
Amount: 31800.00

OTHER INFORMATION:

This expenditure will be reimbursed to the City via SHIP program funds.

Attachments

Bid Response - 1209 Raymond

Form Review

Inbox

Finance Department

Finance Department

City Manager

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 06/12/2017

Reviewed By

Libby Woodruff

Johnna Morris

Nick Mimms

Johnna Morris

Nick Mimms

Date

06/06/2017 10:43 AM

06/08/2017 01:40 PM

06/09/2017 01:52 PM

06/09/2017 02:36 PM

06/12/2017 08:36 AM

Started On: 06/06/2017 09:32 AM



MEMORANDUM
from the
PURCHASING DEPARTMENT

TO: Elizabeth Woodruff, Manager Urban Redevelopment

THROUGH: Tony Barnes, Director of Purchasing

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2017-018 ~ SHIP Rehabilitation Project
1209 Raymond Ave

DATE: May 17, 2017

Attached are the tabulation sheet and a copy of each bid submittal for the above referenced bid. The file is available for review in the Procurement Department.

The invitation was sent to 852 vendors. Seven (7) vendors requested specifications with one (1) responding (14.29%) plus 1 "No Bid" (28.57% total response).

Please respond to the Purchasing Department for recommendation of award. Expiration date is July 16, 2017. Commission approval must be completed by this date.

/gm

Attachment

cc: Karen Mike, Executive Assistant



CITY OF FORT PIERCE TABULATION OF BIDS

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

BID ON:	SHIP REHABILITATION PROJECT 1209 RAYMOND AVENUE.
BID NUMBER:	2017-018
DATE:	5/11/17 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
1 of 7 = 14.29%
1 "No Bids"
Total = 28.57%

VENDOR	TOTAL
Gentile Corp. Fort Pierce, FL	\$41,990.00
Total Roofing System Specialist Stuart, FL	No Bid

PLEASE NOTE:

- **COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

COPY

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	INVITATION TO BID and BIDDER ACKNOWLEDGMENT
--	--

Contact: Gelencia Carter, 772-467-3748	Bid No: 2017-018
--	------------------

Mandatory Site Visit Date: 10:00AM, THURSDAY, APRIL 28, 2017	Bid Title: HOUSING REHABILITATION PROJECT FOR 1209 RAYMOND AVENUE
---	---

Mandatory Site Visit Location: 1209 Raymond Avenue Fort Pierce, FL 34950	Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
--	--

Bid Due Date & Time: 3:00PM, WEDNESDAY, MAY 11, 2017	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
---	--

Bidder Name: <u>Gentile Corp</u> Mailing Address: <u>3160 Juniper Cove</u> <u>West Palm Beach</u> <u>FL, 33411</u>	I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. x <u>Oscar Frozini</u> Authorized Signature (Manual)
---	--

City, State, Zip Code:	Typed or Printed Name: <u>OSCAR FROZINI</u>
------------------------	--

Type of Entity (Circle One): <u>Corporation</u> Partnership Proprietorship	Title: <u>President</u>
---	----------------------------

Incorporated in the State of: <u>FL</u> Year: <u>2003</u>	Delivery in <u>90</u> days, ARO
---	---------------------------------

Phone Number: <u>(772) 342-6928</u>	Payment Terms: Net 30 Days
-------------------------------------	----------------------------

Fax Number:	FEIN or SS Number: <u>46-1976266</u>
-------------	--------------------------------------

E-Mail Address: <u>Gentile llc@comcast</u>	Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input type="checkbox"/> N
--	--

Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
--	--

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

SECTION VII FORM



**Certification Regarding
Debarment, Suspension, Ineligibility,
and Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Tevlita Corp,
(Contractor's Name)
certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Tevlita Corp
(Contractor's Name)

City of Fort Pierce
(Recipient's Name)

Osvaldo Frozini
(Authorized Signature)

Date: 5/10/17

OSVALDO FROZINI
(Print Name)

President
(Title)

Division Contract Number

3160 Turtle Cove
(Street and Address)

West Palm Beach FL 33411
(City, State, Zip)



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Teutile Corp does:
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Anton Trozini
 Proposer's Signature

5/10/17

Date

**Request for Taxpayer
Identification Number and Certification**

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

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

2. Business name (disregarded entity name, if different from above)

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

4. Exemption codes apply only to certain entities; not individuals. See instructions on page 3.
 Exempt payee code (if any): _____
 Exemption from FATCA reporting code (if any): _____
 Know your account beneficiary rules (U.S.): _____

5. Address (number, street, and apt. or suite no.)
3160 Little Cove

6. City, state, and ZIP code
West Palm Beach FL, 33411

7. Tax account number (none optional)

8. Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

		-			
--	--	---	--	--	--

or
Employer identification number

46	-	1976266
----	---	---------

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Some references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

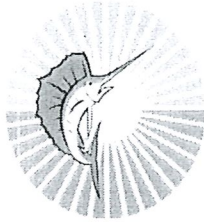
- Form 1099-M (dividend or profit)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MSB (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-X (merchant card and third party network transactions)

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

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

By signing this filled-out form, you:

- certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- certify that you are not subject to backup withholding; or
- claim exemption from backup withholding if you are a U.S. citizen or payee, if applicable, you are also certifying that as a U.S. person, your alternate share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- certify that FATCA codes entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 7 for further information.



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT
Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM
 (Please print or type)

Bid Number: <u>2017-018</u>	Title: <u>SHIP Housing Rehabilitation Project</u>
Proposer/Respondent Name: <u>Frep Life Corp</u>	
Reference Company Name: <u>St Louis County Housing and COMMUNITY services</u>	
Telephone #: <u>(772) 462-5143</u>	Fax #: <u>(772) 462-2855</u>
Contact Name: <u>COBBIE McIVER</u>	Email: <u>mmiverc@stlucieco.org</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City’s receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

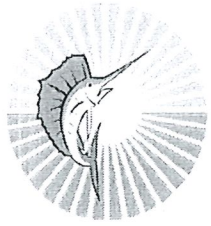
Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

- Add any information/comments that might help us evaluate their ability to perform for us?



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT
Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM
 (Please print or type)

Bid Number: <u>2017-018</u>	Title: <u>SHIP Housing Rehabilitation Project</u>
Proposer/Respondent Name: <u>Gentle COOP</u>	
Reference Company Name: <u>Port of Luce Police Department</u>	
Telephone #: <u>(772) 373-2798</u>	Fax #: <u>(772) 373-6520</u>
Contact Name: <u>Mary Beth Lee</u>	Email: <u>MaryBeth.Lee@cityofpsl.com</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City’s receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

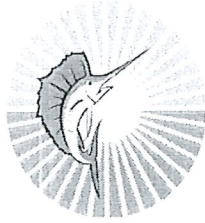
Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

- Add any information/comments that might help us evaluate their ability to perform for us?



THE SUNRISE CITY
FORT PIERCE
 PURCHASING
 DEPARTMENT
Florida

100 North U.S.1, P.O. Box 1480
 Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
 Fax: 772-467-3848

REFERENCE CHECK FORM
 (Please print or type)

Bid Number: <u>2017-018</u>	Title: <u>SHIP Housing Rehabilitation Project</u>
Proposer/Respondent Name: <u>Jewelle COOP</u>	
Reference Company Name: <u>City of Hollywood Department of Community and Economic Development</u>	
Telephone #: <u>(954) 921-3251</u>	Fax #: <u>(954) 921-3390</u>
Contact Name: <u>Clay Milan</u>	Email: <u>cmilan@hollywoodfl.org</u>

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

- Add any information/comments that might help us evaluate their ability to perform for us?



BID RESPONSE FORM



Bid Item	SHIP HOUSING REHABILITATION PROJECT FOR 1209 RAYMOND AVENUE		
Bid Number	2017-018	Due Date & Time	3:00PM, WEDNESDAY, MAY 11, 2017

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Roof	\$ 20,900 ⁰⁰
Plumbing	\$ 10,900 ⁰⁰
Ceiling Repair	\$ 6,990 ⁰⁰
Paint Exterior of Home	\$ 3,200 ⁰⁰
<i>Total</i>	\$ 41,990 ⁰⁰

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor: Gentile Corp
 Address: 3160 Turtle Cove
 City, State, Zip Code: West Palm Beach FL, 33411
 Email Address: Gentile11@comcast.net
 Typed Name, Title: OSCAR FROZINI
 Signature: [Signature] Date: 5/10/17
 Telephone # (772) 342-6928 Fax # (772) 448-8967

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check block below for applicable minority indicator:

- Asian Indian
 Black
 Asian Pacific
 Hispanic
 Native American

 Small Business
 Women Owned
 Small Disadvantage Business

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	_____
Is Bid Response Form completed, signed and attached?	✓	_____
Is W-9 Form completed, signed and attached?	✓	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	_____
Include proof of proper licensing as stated in bid documents.	✓	_____
Include proof of proper insurance as stated in bid documents.	✓	_____
Bid envelope is marked accordingly.	✓	_____
Is Drug-Free Work Place form signed and enclosed?	✓	_____
Is Debarment form signed and enclosed?	✓	_____
Are three (3) complete bid packages included (one original and two copies)?	✓	_____
Is each Bid Addendum (when issued) signed and included?	✓	_____

PLEASE SIGN AND RETURN WITH BID

Duan Truzzi



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

FROZINI, OSCAR P
GENTILE CORP
3160 TURTLE COVE
WEST PALM BEACH FL 33411

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1521508 ISSUED: 07/24/2016

**CERTIFIED GENERAL CONTRACTOR
FROZINI, OSCAR P
GENTILE CORP**

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date AUG 31, 2018 L1607240001976

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1521508	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



FROZINI, OSCAR P
GENTILE CORP
3160 TURTLE COVE
WEST PALM BEACH FL 33411





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2017

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

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


PRODUCER G. S. Insurance Services, LLC 1056 Hypoluxo Rd Lantana, FL 33462 INSURED Gentile 3160 Turtle Cove West Palm Beach, FL 33411		CONTACT NAME: Melanie Shepherd PHONE (A/C, No., Ext): 561-296-1771 E-MAIL ADDRESS: gsinservice@aol.com FAX (A/C, No.): 561-296-1772	
		INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					
A			DCG00337	09/24/2016	09/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER POLICY					
	OTHER					
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				\$
	EXCESS LIAB	CLAIMS MADE				EACH OCCURRENCE \$
		RETENTION \$				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N				PER STATUTE \$
	If yes, describe in letter	N/A				OTH. \$
	DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE (EA EMPLOYEE) \$
						E.L. DISEASE (POLICY LIMIT) \$

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

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

From: Fernando gentilellc@comcast.net
 Date: May 10, 2017, 11:00:18 PM
 To: Gentile Corp gentilellc@comcast.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2017

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 277-1520 X4800	FAX (A/C, No): (727) 797-9704
INSURED FrankCrum LLC/ Gentile Corp. 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC#
	INSURER B:	
	INSURER C:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 374126 REVISION NUMBER: 1

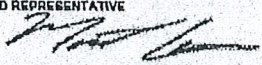
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOT <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Per one person) \$ PERSONAL & ADW INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe below: DESCRIPTION OF OPERATIONS below	N/A		WC20170000	01/01/2017	01/01/2018	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Effective 04/27/2015, coverage is for 100% of the employees of FrankCrum leased to Gentile Corp. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CANCELLATION

CERTIFICATE HOLDER

<p>City of Fort Pierce Building Department 100 N. US Highway 1 Fort Pierce, FL 34950-4205</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2016 ACORD CORPORATION, All rights reserved.

Sent from my iPhone

City Commission Regular Meeting

10.d.

Meeting Date: 06/19/2017

Re: Small Business Grant Award

Submitted For: Libby Woodruff, Urban Redevelopment Manager, Finance Department

SUBJECT:

Approve grant award for Ms. Jannifer Lee, for her business, Jan's Trendsetter Salon, in the amount of \$3,000 as an eligible recipient under the 2016-2017 CDBG Action Plan-Grant Award for Small Business.

SUMMARY:

2016-2017 CDBG allocated funding for small business grants for owners who attend two (2) small business workshops to purchase items to improve capacity and sustainability. Ms. Lee attended workshops 5/18/16 & 2/15/17 and applied for grant to purchase equipment for her business.

RECOMMENDATION:

Approve grant award for \$3,000 for Ms. Jannifer Lee to purchase equipment for her business, Jan's Trendsetter Salon that will increase the capacity and sustainability of her business.

ALTERNATIVES:

Do not approve grant award

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Urban Redevelopment

COORDINATED WITH:

Johnna Morris, Director of Finance

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

Contract - Jan's
Jan's - Grant App

Form Review

Inbox

Finance Department

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 06/09/2017

Reviewed By

Libby Woodruff

Johnna Morris

Nick Mimms

Date

06/08/2017 12:25 PM

06/08/2017 01:41 PM

06/09/2017 01:52 PM

Started On: 06/05/2017 08:51 AM

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 **JAN'S TRENDSETTER SALON, 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: **JAN'S TRENDSETTER SALON, INC.**

By: _____
Jannifer A. Lee

Print: _____

Title: **President**

Today's Date: _____



2016-2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: JAN'S TRENDSETTER SALON, INC
Physical Address: 145 N. US #1, FT. PIERCE, FL 34950
Mailing Address: 145 N. US #1, FT. PIERCE, FL 34950
Website Address: _____

Contact Person: Jennifer A. Lee Title: SALON OWNER + OPERATOR

Best Contact Telephone Number # 772 467 1100 / C. 332 8103

Grant Amount Requested: \$ 3000 -

=====
Business Owner Signature: Jennifer A. Lee
Printed Name of Business Owner: Jennifer A. Lee
Owner Telephone Number: 772 332 8103 Email: trendset@bellsouth.net
=====

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

2. Please explain why you feel this purchase will help your business. update SALON WITH MORE DURABLE EQUIPMENT - BROKEN EQUIPMENT

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.

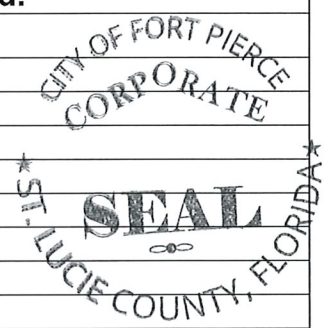
Business Name / Mailing Address:	Owner:
JAN'S TRENDSETTER SALON, INC. 145 N US HWY 1 FT PIERCE FL 34950	JAN'S TRENDSETTER SALON, INC.

Business Location*: 145 N US HWY 1

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

Date Issued	Expiration Date	Control Number
March 01, 2017	September 30, 2017	0011807

The business stated above may be engaged in the following business, profession or occupation at the location above-described.		
BTR #	Classification	Restrictions
17-00014728	BEAUTY SHOPS	



Tax Amount	\$23.88
New/Renewal Fee	\$5.00
Penalty	\$3.58
Total	\$32.46

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



[Home](#) / [Information](#) / [Web Tools](#) / [Sunbiz.org](#)

Detail by Entity Name

Florida Profit Corporation

JAN'S TRENDSETTER SALON, INC.

Filing Information

Document Number P02000131717

FEI/EIN Number [XXXXXXXXXX](#)

Date Filed 12/16/2002

State FL

Status ACTIVE

Principal Address

145 NORTH US 1
FORT PIERCE, FL 34950

Changed: 04/25/2007

Mailing Address

145 NORTH US 1
FORT PIERCE, FL 34950

Changed: 04/25/2007

Registered Agent Name & Address

LEE, JANNIFER A
2718 ROBIN STREET
FT PIERCE, FL 34982

Name Changed: 04/29/2011

Address Changed: 04/30/2014

Officer/Director Detail

Name & Address

Title P

LEE, JANNIFER A
2718 ROBIN STREET

Certificate of Completion

This Certificate is Presented to:

Jeanette Lee

(Attendee Name)

Jan's Trendsetter

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Financial Recordkeeping for Small Business”

February 15, 2017

An economic development initiative funded by:



Department of Urban Redevelopment

In collaboration with:



FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

JENNIFER LEE

(Attendee Name)

JAN'S TRENDSETER SALON

(Business Name)

For Successfully Completing the Small Business Workshop Entitled

“Marketing Your Small Business”

May 18, 2016

An economic development
initiative funded by:



In collaboration with:

SCORE™

FOR THE LIFE OF YOUR BUSINESS

SCORE Workshop Instructor



December 30, 2016

To Whom It May Concern:

This statement attests to the fact that Jan's Trendsetter Salon includes five or fewer employees, including part time employees. More specifically, Jan's Trendsetter Salon has only one employee, myself.

Sincerely,

Jannifer A. Lee

Salon Owner



December 30, 2016

To Whom It May Concern:

This statement attests to the fact that Jan's Trendsetter Salon is NOT under a nuisance abatement investigation and/or Code Enforcement action.

Sincerely,

Jannifer A. Lee

Salon Owner



Delma Hogan, Freelancer

Jan's Trendsetter Salon

Website Design Proposal

772-672-0459 | dhogan751@comcast.net

Project: New web site development

Website Design, Hosting, & Maintenance

Time Table & Specifics:

Development from concepts to finished product 2-3 weeks
 Client will provide all text content (body copy, product/ team images).
 Extras (A La Cart): Appointment website, E-commerce website

Domain Name (URL) Annual \$25 (Bi-annual \$50)
 Website Design (~~\$2,500 for basic cost (e-commerce and or appointment additional), incl online brand style sheet, site development-discounted \$750)~~
 License and/or cost of plugins (\$50 Annually, subject to change based on the need - \$10)
 Stock Art (\$50 annually, subject to change based on the need, \$10)
 Monthly Hosting Fee (\$35 - Discounted \$30)
 Monthly Website Maintenance (~~\$40 for regular updates - major changes start @ \$25/hr - \$0 depending on need)~~

Extras a la cart: \$350 to \$850 & up

30-Dec-16											
Month I	Month II	Month III	Month IV	Month V	Month VI	Month VII	Month VIII	Month IX	Month X	Month XI	Month XII
\$ 25.00											
\$ 325.00	\$ 150.00	\$ 150.00	\$ 125.00								
\$ 10.00											
\$ 10.00											
\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project cost: \$ 400.00 | \$ 180.00 | \$ 180.00 | \$ 155.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00

Cost of website: \$ 795.00

Cost of Hosting & Maintenance for the Year: \$ 360.00

Project Cost for Website Development and Maintenance for the Year: \$ 1,155.00

There is an approximate timetable to allow for revisions, if needed. Any changes not included in this agreement will require an amendment to this proposal or a new proposal. If for any reason you are not satisfied with the design and you decide to cancel this proposal, the payments due or received up until that point will be retained as non-refundable for services rendered on the project. It is my goal and desire to always be fair in business. If there is ever a question or concern, please bring it to my attention. We will resolve the matter in the best interest of both parties. I appreciate you considering me for the project. I am very excited to work with you in bringing your website to fruition. If you agree and accept this proposal, please sign and return to the address below.

Client Signature _____

Date _____

Client Print Name _____

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

2016-2017 Small Business Grant Opportunity

II. APPLICATION CHECKLIST

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

Check (✓):

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

SIGN DESIGN

LARGE FORMAT DIGITAL GRAPHICS

VEHICLE WRAPS

VINYL LETTERING

BOATS, TRUCKS, SIGNS

MAGNETICS, WINDOWS,

BANNERS & LOGOS



INVOICE #

65555

2303 N US 1, #12
Ft. Pierce, FL 34946

Phone: 772-466-4691
Fax: 772-595-3798

Phone

772-332-8103

Date

May 17, 2017

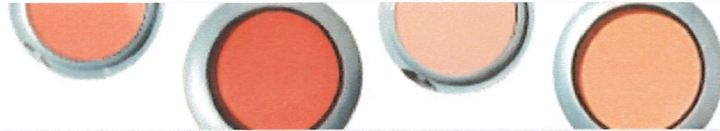
Fax

E-Mail
or
P.O. #

Jan's Trend Setter Salon

Jan Lee

Qty Ordered	Description	Price	Total
	<p>1 Digital / laminated contour cut logo w/ vinyl hours Installed on Front Door.</p> <p>* Please Make Sure Front Door is Cleaned with no old lettering on. For Removal Add \$ 53.25 to Invoice</p> <p>Thank you, Nichole</p>		<p>195.00</p>
<p>Subtotal</p> <p>Sales Tax</p> <p>Total</p>			<p>195.00</p> <p>12.66</p> <p>207.66</p>



BR Beauty



59

BR Beauty "Kate" Professional Salon & Barber Auto Recline Shampoo Chair



Business Price ▼ **\$91.50** + Free Shipping

In Stock.

Get it as soon as May 26 - June 1 when you choose **Standard Shipping** at checkout.

Dell Inspiron Touchscreen 15.6" Full HD Backlit
Keyboard Flagship High Performance Laptop PC, Intel
Core i5-6200U Dual-Core, 12GB, 1TB HDD, RealSense
3Dcamera, WIFI, Windows 10



Flagship Pro Build
15.6 Touchscreen
12GB RAM **1TB** HDD
WooV Sleeve Included
Windows 10



\$ **549**⁹⁹

& Free Shipping. [Details](#)

In Stock.

Want it Thursday, May 25? Order within **17 hrs**
14 mins and choose **Two-Day Shipping** at

Bali Blinds



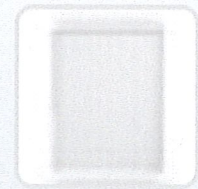
140

Bali Blinds Vertical Blind Kit, 78x84", Crown White



Loading Images...

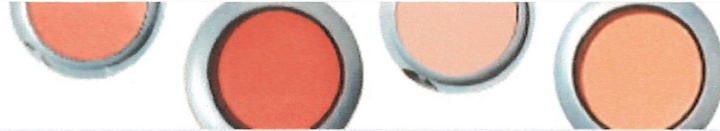
2 Colors:
Crown White



\$ **46**⁹³

& Free Two-Day Shipping on orders over \$49.

[Details](#)



BR Beauty

★★★★☆ 22

BR Beauty Melissa Professional Hair Steamer and Color Processor



Business Price ▼ **\$139.00** + Free Shipping

In Stock.

Get it as soon as May 26 - June 1 when you choose **Standard Shipping** at checkout.

Ships from and sold by **Beautyco.**

OMWAH

★★★★☆ 58

Hydraulic Barber Chair Styling Salon Work Station Chair
Black New Omwah Brand



\$129⁹⁹

& Free Two-Day Shipping. [Details](#)

In Stock.

Want it Wednesday, May 24? Order within 18 hrs 3 mins and choose One-Day Shipping at checkout.

HouLight

★★★★★ 3

HouLight 25-Pack, 18W 4-foot T8 LED Light Tube, 6000K, White, Double End Power (25-Pack, Frosted Cover)

6000K

25 Pack

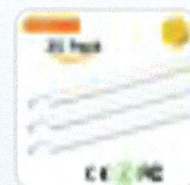


CE  FC



Size: 25-Pack

2 Colors:
Frosted Cover



City Commission Regular Meeting

10.e.

Meeting Date: 06/19/2017

Re: Donation to Community Cat Fund

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Acceptance of \$10,000 donation from the Parry Foundation for City of Fort Pierce Community Cat Spay/Neuter Fund.

SUMMARY:

In accordance with the check's cover letter, the donation is requested to be utilized in the exact same manner as stated in the Florida Animal Friend Grant application. Specifically, \$7500 is requested to be used for spay or neuter surgeries for community cats, and the remainder of the donation or \$2500 for rabies vaccinations.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

If the donation is not accepted by the City Commission, then the check will be returned.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Peggy Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

Amount: \$10,000

OTHER INFORMATION:

Increase of \$10,000 to Community Cat Spay/Neuter fund.

Attachments

Letter from John Parry

Florida Animal Friend Grant Application

Form Review

Inbox
Finance Department

Reviewed By
Johnna Morris

Date
05/30/2017 12:02 PM

City Manager

Finance Department

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 06/12/2017

Nick Mimms

Kaitlyn Ballard

Nick Mimms

06/09/2017 01:53 PM

06/09/2017 02:40 PM

06/12/2017 08:36 AM

Started On: 05/30/2017 11:03 AM

Concetta Viggiano Parry Foundation

Post Office Box 3307

5/26/2017

Fort Pierce, Florida 34948-3307

City Manager Nick Mimms

City of Fort Pierce

Re: \$10,000.00 Donation to Community Cat Fund

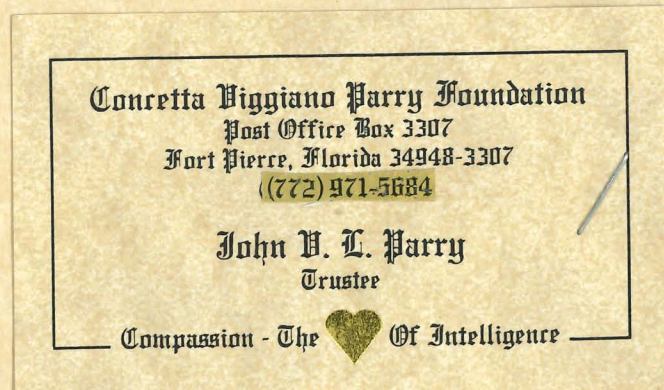
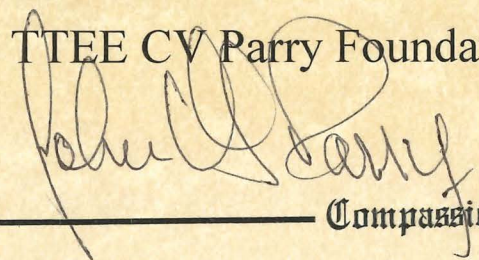
Upon opening a City of Fort Pierce Community Cat Spay/Neuter Fund with this \$10,000.00 grant, the City agrees to the following previously confirmed details.

This donation has but one clear purpose; to be used in the exact manner delineated in The State Florida Pet Friends License Plate Grant Application. The approved conditions stated in that application were that grant money was to be used for spay or neuter surgeries for community cats, performed at a rate of \$40.00 per surgery and that \$10 will be paid for each rabies vaccination.

Given that The Parry Foundation's pledged match of 50% of the \$15,000.00 requested exclusively for community cats is \$7500.00, and that this donation is \$10,000, the cost of the \$10 rabies vaccination can be extracted from the remaining \$2500.00.

Sincerely, John Parry

TTEE CV Parry Foundation



Compassion - The  Of Intelligence

JOHN PARRY TTEE
SUSAN PARRY TTEE
CONCETTA V PARRY FOUNDATION TR
2203 S INDIAN RIVER DR
FORT PIERCE FL 34950-5907

Cash Management Account® 136

May 28, 2017
DATE 87-176/843 956

PAY TO THE
ORDER OF

Ft Pierce City Community Pot s/n fund \$ 10,000
Ten Thousand 00/100

DOLLARS

MERRILL
EDGE

Bank of America

FOR

Donation

John P. Parry


⑆084301767⑆ 960144511550⑆0136



THE SUNRISE CITY

FORT PIERCE
CITY MANAGER'S OFFICE *Florida*

TO : The Honorable Mayor and Members of the City Commission

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

RE : Florida Animal Friend Grant Application – Status Update

DATE : March 31, 2017

The application for the Florida Animal Friend Grant was submitted on-line yesterday, March 30, 2017. The City of Fort Pierce, as the applicant, completed the grant application in close collaboration with United for Animals. A copy the application is attached for your information.

Please let me know if you have any questions or need additional information.

NCM:jdr

Attachment

c: City Clerk
City Attorney

From: Peggy Arraiz/cfp
To: Nicholas Mimms/cfp@cfp
Cc: jrobinson@city-ftpierce.com, lcox@city-ftpierce.com

Date: Thursday, March 30, 2017 04:51PM
Subject: Florida Animal Friend Grant

The application has been submitted.



[Main Menu](#) | [Help](#) | [Log Out](#)

Thank you. The grant application has been submitted successfully.

[Home](#)

Margaret M. (Peggy) Arraiz | Code Compliance Manager | City of Fort Pierce

Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3148 Fax: 772.468.0457 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



Grant ID: 1729

Title of Proposal: City of Fort Pierce Community Cat Program

Agency Type: Municipal

Total Funding Requested: \$22,000.00

Check Payable To: City of Fort Pierce

Application Information

Demographics

Name of Applicant Agency: City of Fort Pierce

Website Address: www.cityoffortpierce.com

Person Submitting Proposal: Margaret M Arraiz

Position: Code Compliance Manager

Person Submitting Proposal Email Address: parraiz@city-ftpierce.com

Agency Head: Nicholas Mimms

Agency Head Email: nmimms@city-ftpierce.com

Organization Business Address: 100 N US Hwy 1

City: Fort Pierce

State: FL

Zip: 34950

Phone (xxx-xxx-xxxx): 772-467-3000

Fax:

Cell:

Agency Details

Date of 501(c)(3) Incorporation:

Dates of Last Fiscal Year: Begin: 10/01/15 **End:** 09/30/16

Organization Income in Last Fiscal Year: \$25,894.00

Organization Expenses in Last Fiscal Year: \$358,000.00

Number of Paid Employees: Full Time: 3 Part Time: 0

Number of Active Volunteers: 15

Total Volunteer Hours per Week: 90.00

How did you learn of the 2009 Florida Animal Friend grant competition? prior recipient

Year(s) of previous Florida Animal Friend grants (if applicable):

Previous Florida Animal Friend Applications: Years Funded: 2011 Year(s) denied/incomplete: 2014

Auto-Generated (Previous Applications):

Describe your Organization:

Services Provided

- Open Admission Intake Shelter
- Limited Intake Shelter
- Foster Network
- Animal Control

Organization Structure:

- City, county, or tribal agency
- Private nonprofit agency
- TNR Group
- Rescue Group

Spay/Neuter Services

Other

Other

List your current board of directors:

Name	Title	Phone	Occupation
Jeremiah Johnson	Commissioner	772-467-3000	Commissioner
Linda Hudson	Mayor	772-467-3000	Mayor
Reggie Sessions	Commissioner	772-467-3000	Commissioner
Rufus Alexander	Commissioner	772-467-3000	Commissioner
Tom Perona	Commissioner	772-467-3000	Commissioner

Applicant Qualifications

For your organization, in the last complete fiscal year:

745 cats and 667 dogs were admitted.

0 cats and 0 dogs were adopted.

537 cats and 454 dogs were euthanized.

170 cats and 155 dogs were sterilized.

Briefly describe your animal programs:

- Stray/Lost pet intake
- Foster Program
- Wellness services to understand pet owners
- Volunteer Program
- Owner surrendered animals
- Food Bank
- Cruelty investigation
- High volume spay/neuter clinic
- Lost and Found Program
- Behavior counseling
- Enforcement of ordinances
- Full service wellness clinic
- Adoption Program
- Disaster services

If your program performs adoptions, are all animals sterilized before adoption?

Yes

If not all, what percentage of animals are not currently sterilized before adoption?

If not all, how are animals selected for sterilization before adoption?

Please note that the '0' listed in adoptions is due to an unknown quantity. The City of Fort Pierce contracts with the Humane Society of St. Lucie County, which is an open admission shelter. Any animal impounded by the City and not euthanized is adopted by the Humane Society. The numbers provided for intake, euthanasia and adoptions are the combined numbers reflecting the overall picture.

If not all, describe your sterilization policies and procedures for assuring sterilization after adoption:

Give additional background information on your organization's programs as they relate to this application and the qualifications of the personnel who will be in charge of this program. Show that you have the ability to carry out this program.

We currently are operating a spay/neuter voucher program within Ft. Pierce that requires an operating utility van equipped with cages to transport dogs and cats to participating veterinarians. Currently the City is funding the low income voucher program out of it's general fund; \$14,000 in voucher reimbursements to vets in the past fiscal year. The City also maintains the transport van providing repairs, fuel and insurance coverage. Although the program is primarily operated by volunteers, the City also provides a yearly grant of \$10,000 for United for Animals (U.F.A.) to help supplement the labor needed to sustain this large effort. A significant percentage of the time U.F.A. dedicates also goes to educational efforts within the community, re-homing pets as an alternative to impoundment, and anti-cruelty 'watch-dogging'. The City works with participating vets providing not only spay/neuter surgeries, but occasionally emergency procedures to save the lives of pets in physical crisis mode. These surgeries may be assisted by Animal Control in terms of transportation but emergency surgeries themselves are always funded with charitable donations. We are now in the process of eliminating the legislative barriers to TNR with an eye toward allowing cats to live out their lives in the most humane, caring manner our City and citizens can provide. The personnel involved will include a properly trained and certified Animal Control Department, a large group of Vets with their respective trained staff, a significant number of feral cat colony maintainers, a dedicated group of charities dedicated to compassionate care of pets including United for Animals, The St. Lucie County Humane Society, The Spay/Neuter Alliance of the Treasure Coast, etc. The

partnership between Ft. Pierce, U.F.A., the participating vet community and associated organizations has over the past eight years been responsible for a reduction of \$175,000 in fees paid to the local open admission shelter from Ft. Pierce. This savings in tax dollars is a direct result of the successful implementation of the programs explained in this application. Most of those responsible for this near decade long success story are dedicated to efficiently employing any grant dollars awarded.

If you currently have a program for sterilization of cats and/or dogs, describe your current level of funding and productivity and why additional resources are needed?

The City in 2016 allocated over \$14,000 from our general fund for reimbursement to veterinarians for surgeries performed under the spay/neuter voucher program intended to help low income pet owning citizens get sterilization services. The City also allocates nearly \$200,000 in salaries for its three Animal Control Officers, Animal Control Supervisor, transport vehicle expenses, and financial support to United for Animals for canvassing City neighborhoods and surgery transport needs. In addition, The Humane Society of St. Lucie County currently charges Ft. Pierce Government \$125,000 for the 1007 pets impounded within our City limits or delivered by Ft. Pierce residents during fiscal year 2015 to 2016. This charge is in addition to the large pet shelter our City donates to the Humane Society for the cost to the H.S.S.L.C. of \$1.00 per year. United for Animals receives significant charitable donations to help reduce expenses to the City but Ft. Pierce is a city of approximately 44,500 residents with a 36.6% poverty rate having a 2015 reported median household income of \$27,578.00. This presents significant barriers to programs such as the homeless pet endeavors previously operated and the newly planned city wide TNR initiative. As our existing efforts have provided extremely positive results in terms of less euthanasias and taxpayer waste, we expect an expanded pet spay/neuter voucher program and a TNR effort to realize further savings so as to allow funds to be available for other pressing community requirements. For instance, Ft. Pierce suffers from gang related violence which is extremely challenging to overcome given the level of funding our law enforcement bodies have available.

Target Population

Geographical target area (name of city, county, zip codes, geographical information service (GIS), etc.):	City of Ft. Pierce, Florida is in St Lucie County with zip codes 34945, 34946, 34947, 34949, 34950, 34981 and 34982. Ft. Pierce, Florida encompasses an area of 20.8 square miles.
Total human population in target area:	44,500
Percent of residents living below poverty in target area:	36.6
Estimated number of pet cats in target area (human population divided by 3.3):	13485
Estimated number of pet dogs in target area (human population divided by 4.0):	11125
Estimated number of feral cats in target area (human population divided by 6.0):	7417
Number of cats admitted to animal control shelters in the target area last year (if known)	745
Number of dogs admitted to animal control shelters in the target area last year (if known)	667
Number of cats euthanized in animal control shelters in the target area last year (if known)	537
Number of dogs euthanized in animal control shelters in the target area last year (if known)	454
Please explain if you believe your target area animal population is significantly different than above.	
N/A	
Please explain what you believe are the most substantial sources of dog and cat overpopulation in the target area:	
Citizens who are struggling financially and attempt to supplement their income by breeding and selling puppies are one source of homeless pets as these backyard breeders are rarely able to sell entire litters. There are tethered females that are impregnated by stray males. We have instituted an anti-tethering law to combat this often occurring circumstance and a Differential Pet License that provides a significant incentive to spay/neuter. Of course this Differential License is accompanied by the City's sterilization voucher program that allows financially challenged pet owners the opportunity to alter their pet free of charge rather than pay a significant unaltered pet license fee. These programs have not reduced the cat population locally as there are a large number of cats that breed in the wild. We believe TNR, as has been the case where ever properly implemented, will be a solution wherein the citizenry, knowing that captured cats will be sterilized and returned alive to their groups and colonies will participate in their capture. When citizens believe otherwise, the overwhelming tendency is to hide and feed cats that continue to indiscriminately reproduce.	

What kinds of spay/neuter services are currently available in the target area and in what ways are these resources currently insufficient to meet community needs?

While local veterinarians often offer discounted sterilization services for customers who visit their businesses, the city's voucher program is promoted within our lower income neighborhoods and focuses on reaching pet owners who cannot afford the discounted services offered by veterinarians and often do not have the transportation to bring their pets to and from the surgery. Additionally, there has not been a locally funded or supported TNR program to address feral and stray cats due to prior ordinance restrictions. With the adoption of the new ordinance that allows community cats, these animals can now be sterilized, vaccinated and returned.

Florida Animal Friend is highly supportive of proposals that are focused on animal populations that are identified as substantial sources of dog or cat overpopulation rather than being diluted over too broad of a geographic area or diverse animal populations. Describe the specific target animal population of the spay/neuter project proposed for this grant:

Pets in low-income families Pit Bull / large breed dogs TNR managed colonies of feral cats Community cats (free-roaming and/or owned) Other

TNR Managed Colony Feral Cat Program/Community Cats (Free-Roaming and/or Owned) Program

Define the precise boundaries of the colony or targeted area, including estimate of square miles.

The City of Fort Pierce encompasses an area of 20.8 square miles and the program will be city wide.

What is the criteria used for determining the target area(s) and/or eligibility for this program?

N/A

Describe whether the targeted area is rural, suburban, or urban. Is it commercial, residential, agricultural, or a designated special land use?

The City of Fort Pierce is predominantly suburban with a more rural area on the western edge of the city limits. There is a good mix of residential and commercial as well as aquatic and recreational uses throughout the city.

Estimated number of cats in the target colony area : 0

Estimated number that are currently sterilized: 0

Projected reduction after utilizing the grant: 0

For TNR program, describe the ability to maintain lifelong care for remaining cats, commitment level of volunteers/organizations, etc.

We intend to form a Community Cat Coalition of colony caretakers to help coordinate the assistance needed to maintain an effective, sustainable TNR initiative. Our community of Ft. Pierce community cat caretakers possesses among its residents a large amount of competent citizens that currently feed and care for community cat groups. This grant will assist them and all citizens with funds to provide sterilization surgeries so fewer cats will need to survive in a 'free roaming' environment.

Do current city/county ordinances address TNR or free-roaming cats?

Yes

Please explain what is allowed:

Our City has a scheduled hearing to repeal what is a 'cat leash law.' Via a series of three public Commission meetings, it has become clear that our entire five member Commission Board is in favor of a completely new direction as it relates to the issue of community free roaming cats. The meeting scheduled for April 3, 2017 is the first of two public hearings wherein a vote of a minimum of three of the five elected officials will change existing law. Again, this is expected to pass unanimously.

(NOTE: FAF will not fund any program this is inconsistent with local ordinances.)

For TNR program, list any groups or government agencies who support this TNR effort:

The City of Fort Pierce City Commission, Management and Staff; United for Animals; St. Lucie County Humane Society; The Spay/Neuter Alliance of the Treasure Coast; Operation Catsnip; Rescue Adoption Inc.

Describe any effort to lessen the negative impact on local wildlife.

As the City sees the benefits of a successful TNR program with a lower free roaming cat population, there will be a direct benefit with a reduced impact on wildlife. Additionally, sterilized cats reintroduced to their environment, as a rule, are more docile than non-sterilized cats and those returned to a colony will be fed by community cat caretakers, then reducing the cats' need to supplement their diet by hunting birds and other small animals.

Describe efforts that will be made to mitigate current or potential nuisance issues.

Within our newly written TNR ordinance is a section dealing with 'nuisance' free roaming cats. Cats that are the subject of a complaint will be impounded and the basis of the nuisance complaint noted on the impound sheet. The terms of the impoundment will allow for a five business day holding period at the open admission shelter, permitting 'cat coalition' members to intervene in an attempt to resolve issues. Per the new ordinance the cat may not be returned to the place where it was removed.

Will the cats be ear-tipped? Yes

Will the cats be microchipped? No

Provide any additional information that will help the grant selection committee understand how this program will operate to achieve its goals.

There is currently discussion as to the relative benefit of microchipping. Most believe that it is necessary in order to return roaming cats to the colony from which they came. However, there must be funding for this as well as for the other necessities. We believe we have donors that will provide this additional assistance but as of this moment, we must state that we are not certain.

Objectives

What do you hope to accomplish with these funds (objectives should be specific and quantifiable)?

We hope to reduce the financial burden on our City's general fund. Given our 36.6 poverty rate, the City having contributed approximately \$14,000.00 for 199 spay/neuter surgeries presented a significant challenge to our budget. While we strive to alter as many pets as possible, to subsidize this many again this year, given the other many expenses related to our progressive animal control efforts would be beyond current 'general fund' constraints. We are requesting \$7,000.00 to sterilize the next twelve months' first 100 dogs to help us relieve our budget in our attempt to spay/neuter every unaltered pet. We are now also planning to alter community cats by implementing an organized, efficient TNR City-Wide program. For this we will need cages to capture roaming cats, medicine, rabies inoculations, transportation services, organizational support, etc. For the actual surgery procedures themselves we are asking for \$15,000.00 to perform what we hope will be 300 surgeries in the first full year.

How does this program increase the number of sterilization surgeries above the existing baseline?

All surgeries performed through the TNR program will be above our current baseline of zero as it is the City's inaugural TNR program and we are very excited to be able to provide a measurable and quantitative number at the end of the program. As for the existing low income voucher program, last year the City funded 199 sterilization surgeries. With these additional funds we are hoping to increase that number by at least 10% or an addition 20 sterilizations. Between the two programs we are hopeful to make a dramatic impact on the number of free roaming cats as well as reduce the number of litters throughout our community that place a burden on the City's budget and the community as a whole.

Methods

What criteria will you use to determine eligibility for your program?

For the low income spay/neuter voucher program targeted at pets, dogs and cats, citizens of Ft. Pierce have the opportunity to have their pet transported to and from spay/neuter surgery. United for Animals, a local 501(C)(3), has provided this transport service for the past eight years. Funds to implement this service are provided by the City of Fort Pierce. Citizens in low income housing or who provide proof of financial hardship in the form of a food stamp card, proof of Medicaid, or proof of social security disability falling below U.S. Department of Health set poverty guidelines are eligible to get free pet transport and a free sterilization voucher from the city. Regarding eligibility for our new TNR program, any cat determined to be feral and captured within Fort Pierce city limits can be surgically altered, ear tipped and inoculated for rabies under the City's program. Services other than the spay/neuter surgery will be funded through donations other than dollars granted under the State program. Transportation of feral cats to surgery can be provided by U.F.A., City Animal Control or what is projected to be most often the case, existing citizen feral cat colony caretakers who capture cats under their care.

How will you advertise the program? Explain how the advertising will reach the target audience.

Our ordinances and services are currently posted on Ft. Pierce TV. This is a cable station that airs Commission meetings, City committee meetings and special events that runs public information posting in between these aforementioned segments. Also our Ft Pierce Utility Authority mails electric, gas, water and garbage bills which includes enclosed circulars advertising various community endeavors. This new TNR program can be advertised in this manner as well as word of mouth via the extensive network of community cat caregivers and advocate organizations. Feedback will determine the need for employing other advertising mediums such as local newspapers and radio stations.

How will you address barriers to full use of the program such as transportation, illiteracy, and cultural hurdles?

As reported in this application, the City has provided the operational expenses for transportation of citizen owned pets; i.e. dogs and cats to and from spay/neuter surgeries related to the City's low income voucher program, in conjunction with United for Animals personnel for the past eight years. This will continue for financially challenged pet owners within the framework of any expansion of spay/neuter services a grant award would allow. This partnership will be a transportation resource for a TNR program in association with participating community cat caretakers, involved citizens and Ft. Pierce Animal Control officers. Our advertisement mediums will include foreign language sections in Spanish and Creole. Cages purchased for the purpose of capturing community cats for surgery will be purchased with available funds. (Cages vary in price but \$70 per cage appears to be an average cost. To add to what will be needed, our local vets and organizations have reported owning and offering to lend in excess of fifty cages.) Delivery and retrieval of cages can be effected by Ft. Pierce Animal Control, U.F.A. representatives, and verifiable Ft Pierce residents.

Does this project involve the transportation of animals by someone other than the client? If so, describe the vehicles, methods for confinement, personnel training, liability releases used to assure the safety of the animals and handlers.

United for Animals volunteers that have been performing 'pets-to-and-from-surgery' transportation services within the public /private partnership agreement includes a former vet technician and individuals who have proven competent for a period near a decade. United for Animals maintains the necessary liability insurance to cover unforeseen eventualities in conjunction with coverage provided by our City relating to the operation of the City owned transport van used by U.F.A. The van has within its walls, six cages for transportation. Within the framework of the TNR program, this van will be incorporated, as will our City's three Animal Control trucks and vehicles operated by involved citizens and citizen cat caretakers.

Veterinary Services

What arrangements have you made with veterinarians to perform the surgeries?

We have several vets and vet clinics that have participated in our City's voucher program. These have included significant participation by Dr. Dan's Animal Hospital, Rescue Adoption, (vets hired under the umbrella of this 501(C)(3) Vets involved with Operation Catsnip which include those working at Morningside Animal Hospital, principally Dr. Jennifer Ditrapani, Dr Lynnly Miller and Dr Julie Kittams (Operation SOS) who has recently located to our area and has established a mobile spay/neuter van, Holy Family Animal Hospital, and the Humane Society of St. Lucie County clinic. Participation in our new TNR program will revolve around the schedules of these dedicated, philanthropic professionals and organizations.

Are they: In-house Private Vet(s) Combination

Veterinary Practices

Practice Name	Address	City	State	Zip	Phone	Lead Practice
Dr. Dan's Animal Hospital	1624 14th Avenue	Vero Beach	FL	34962	772-567-8468	<input checked="" type="checkbox"/>
Holy Family Veterinary Hospital	709 Pelican Center US 1	Fort Pierce	FL	34950	772-242-8320	<input type="checkbox"/>
Humane Society of St Lucie County	100 Savannah Road	Fort Pierce	FL	34950	772-461-0687	<input type="checkbox"/>
Morningside Animal Hospital	1626 SE Port St Lucie Blvd	Port St Lucie	FL	34952	772-337-0800	<input type="checkbox"/>
Rescue Adoption Inc	3802 Oleander Avenue	Fort Pierce	FL	34982	772-618-3334	<input type="checkbox"/>

Fee Range

What is the fee range to be paid for spay and neuter and what is the distribution to be paid by the client vs. the grant program? Keep in mind that Florida Animal Friend grant funds may only be used for costs directly associated with sterilization surgery (including anesthesia and pain control) and not for other items such as vaccines, testing, licensing, and capital purchases.

	Amount Paid by Client	Amount Paid by Project	Total Amount
Range for Male Cats	<input type="text" value="\$0.00"/>	<input type="text" value="\$40.00"/>	<input type="text" value="\$40.00"/>
Range for Female Cats	<input type="text" value="\$0.00"/>	<input type="text" value="\$45.00"/>	<input type="text" value="\$45.00"/>
Range for Male Dogs	<input type="text" value="\$0.00"/>	<input type="text" value="\$65.00"/>	<input type="text" value="\$65.00"/>

Range for Female Dogs

Please check each item below to indicate additional services offered at the time of surgery, whether the client is required to pay for them, and if so what the fee is. For example, if an examination is required for surgery but is not charged to the client it would be marked: Required Yes, Fee to client No

	Required, Optional, or Not Offered	Fee to Client?
Examination	<input checked="" type="radio"/> Required <input type="radio"/> Optional <input type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Rabies Vaccination if Due	<input checked="" type="radio"/> Required <input type="radio"/> Optional <input type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Other Vaccination if Due	<input type="radio"/> Required <input type="radio"/> Optional <input checked="" type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Pain Medication	<input checked="" type="radio"/> Required <input type="radio"/> Optional <input type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Parasite Medication	<input type="radio"/> Required <input type="radio"/> Optional <input checked="" type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
HW Testing	<input type="radio"/> Required <input type="radio"/> Optional <input checked="" type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Feline Leuk/FIV	<input type="radio"/> Required <input type="radio"/> Optional <input checked="" type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
County License	<input type="radio"/> Required <input checked="" type="radio"/> Optional <input type="radio"/> Not Available	<input type="radio"/> No <input checked="" type="radio"/> Yes <input type="text" value="\$10.00"/>
Ear tipping	<input checked="" type="radio"/> Required <input type="radio"/> Optional <input type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Microchip	<input type="radio"/> Required <input type="radio"/> Optional <input checked="" type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes
Other	<input type="radio"/> Required <input type="radio"/> Optional <input checked="" type="radio"/> Not Available	<input checked="" type="radio"/> No <input type="radio"/> Yes

None of the anticipated grant funds can be used for any of the above services, except for pain medication.

If necessary, please explain the procedures and fees described above:

The current voucher program requires the owner be responsible to cover the cost of the rabies vaccination. It will be included at no charge for the TNR/Community Cat program, funded by the C.V. Pary Foundation. Also per the amended ordinance, community cats are exempt for the licensing requirements. Microchips are included at no charge for the current voucher program but funding would need to be identified to include in the TNR program and is still under discussion.

Is this a voucher program? Yes

If so, how will you assure compliance with the program?

Our grant application is in two parts. One is to assist pet owning citizens with spay/neuter surgeries, as explained in this application, and this part of the program requires a voucher. Our other request is for assistance with funding to establish a new TNR program which is not a voucher program. We will keep records of who brought us free roaming cats to sterilize along with from what location and any and all other pertinent information.

For your voucher program, how have you determined the capacity of the veterinarians listed above to handle the projected capacity?

The existing veterinary community has for eight years handled our community program's needs with great dedication and professionalism, resulting in very few problems. We now have pledges resulting from word of our new TNR plans, from additional vets interested in this effort.

Will you have the ability to report the number of vouchers issued and the percentage that result in S/N surgeries?

Yes

Community Collaboration

To assure the success of your program, are there any local groups (such as rescue groups, animal control agencies, TNR groups, local businesses, local media, social service agencies, etc.) other than your organization and your cooperating veterinarians who are committed to assist?

Yes No

Please list them and detail their level of involvement with the proposed effort.

Name	Level of Involvement
Operation Catsnip	Participating volunteer organization. Activities will be coordinated by United for Animals.
Spay & Neuter Alliance of the Treasure Coast	Participating volunteer organization. Activities will be coordinated by United for Animals.
United for Animals	United for Animals will be the lead volunteer organization responsible for canvassing for all targeted animals and interacting with pet owners. They will coordinate the other volunteer organizations and cat colony caretakers. United for Animals will also transport as many pets and free roaming cats to and from surgery as time and money will allow. They also educate all citizens involved in how to care for dogs and cats after surgery and the many benefits of these programs.

Other Information

Provide any additional information that will help the grant selection committee understand how the program will operate to achieve its goals.

The currently operated City voucher program in conjunction with its pet licensing and anti-tethering ordinances has been quantifiably successful in reducing the homeless dog situation locally, essentially reducing dog impounds to one half of what occurred before these programs were put in place. We hope additional dollars will allow our low cost voucher program, primarily currently used by dog owning citizens, to be expanded. Our planned new TNR program will involve local participating vets for surgeries, our currently operating city van for transportation, local citizens for capturing and transportation to surgery. We plan to mirror the methods successfully established by Jacksonville based 'Target Zero,' Dr. Julie Levy, University of Florida's renowned pioneer in the field of TNR and other successful endeavors. We will target areas of our city, one at a time, bounded by geographic borders such as highways and rivers. We will work with citizens providing traps and techniques for catching feral cats. We will organize surgery days and coordinate the many factors that will go into such an effort. The grant dollars provided will be used for surgical spay/neutering. Cages that can be lent to citizens for capturing feral cats will be funded with donations including a pledged matching grant of 50 cents for each dollar granted by the State; which will be used for rabies inoculation and ear-tipping as well. The matching grant comes from the Concetta Viggiano Parry Foundation Trust of Ft. Pierce, Florida. This Trust is a past benefactor that has consistently provided tens of thousands of contributed dollars toward our City's homeless pet-reduction programs.

Budget

Total number of sterilization surgeries projected:

Cats: 400 **Dogs:** 200

Total budget requested (Budget should not exceed \$25,000): \$22,000.00

Average cost/surgery projected: \$37.00

Describe any expenses that are not included in the grant and how they will be paid for (for example, vaccines, microchipping, ear notching, etc.):

All expenses, other than surgery expenses, will be paid through other charitable pledges and the City's general fund. These will include cages, inoculations, transportation etc. for the TNR program, and transportation and inoculations for the voucher program.

Describe any other funding sources for this program, i.e. other grants, targeted fundraising efforts, budget allocation, etc.

Besides the 50 cent on the dollar pledge from the C.V. Parry Foundation Trust to match any funding your organization may provide, The Pegasus Foundation has in past years made significant donations to local spay/neuter efforts. Also there is a significant percentage of the Ft. Pierce City general fund which has supported the cause of reducing homeless animals. While that will continue, it is our hope that you will aid us in our attempt to reduce this burden in a community where the median household income is \$27,500.00; very low by Florida standards.

What percent of the total cost of the program would this projected grant cover?

25%

Timeline

All projects must be completed within 12 months of receipt of funding.

Projected start date: 09/01/17/ **Projected end date:** 08/31/18

Unexpended funds

Any unexpended funds must be refunded to Florida Animal Friend within 30 days of the end of the project.

Requests for extensions

Requests for time extensions are discouraged and not often granted. If it is imperative to request an extension, such request must be made in writing at least 30 days prior to the end of the project. It is FAF's policy to seldom grant more than a 30-60 day extension.

Failure to submit reports and requests within the required time period will impact your agency's future grant applications.

Future Funding to Sustain Public Spay/Neuter

***Explain how the organization plans to fund this program in the future. Having sustainable plans including other grants, local donations and other services generating revenue enhances the chances of receiving this grant.**

The City has witnessed quantifiable benefits from its current programs intended to curb waste generated by homeless pets. Spay/neuter efforts with commensurate education and ordinances have inspired local elected officials to fund these programs for the past eight years. This funding has become a staple in the minds of our leaders so as to not see our community revert to the near \$300,000.00 amount previously paid to our local Humane Society for pet sheltering, instead of the \$130,000.00 charge we now enjoy. Additionally, our Differential Licence program and contract with PetData to administer the program has resulted in year-over-year increases in revenue. The revenue listed on this application is strictly licensing income that will be used to support our sterilization program. Other consistent contributors include The C.V. Parry Foundation Trust, The Pegasus Foundation through their Spay/Neuter Alliance program and United for Animals. Dr. Dan's Animal Hospital's Dr. Sara Mathews has been for a decade a tireless proponent of this mission providing untold value in the form of low cost sterilization surgeries. Sharon Cooper and her associates at Operation Catsnip have dedicated thousands of hours over the years, capturing, altering and caring for community cats. 'Rescue Adoption' has become an integral component in spay/neuter efforts. These mentioned along with the other veterinarians and dedicated organizations listed in this application have pledged continued support for what we believe has been to date, a model of an effective cost saving, homeless pet-reducing experiment.

Promotion of Florida Animal Friend Spay/Neuter License Plate

***Applicants selected for funding are expected to publicize their grant in support of their spay/neuter program and promote the sale of the Animal Friend license plate via press releases, newsletters, website links, social media, etc. Please describe your plan to promote the Florida Animal Friend Spay/Neuter License Plate. Grantees are required to submit documentation of promotional endeavors with their final report.**

All forms and flyers used in the program will include the FloridaAnimalFriend.org information and logo. This will also be included in the TV advertisements and on the City's website.

City Commission Regular Meeting

10.f.

Meeting Date: 06/19/2017

Re: Bid No. 2017-015 Constuction of Downtown Library Restroom

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

SUBJECT:

Award of Bid No. 2017-015 - Construction of Downtown Library Restroom to Hartnett Building Group LLC., Fort Pierce, FL, for an amount not to exceed \$182,750.00.

SUMMARY:

Bid No. 2017-015 was advertised and invitations were sent to 792 vendors. Twenty two (22) vendors requested specifications with four (4) responding (18.8%) plus 0 "No Bid" (18.18% total response).

Hartnett Building Group LLC. was the lowest, most responsive and responsible bidder.

This contractor will be responsible for building a restroom facility immediately west of the St. Lucie County Public Library. The facility will be architecturally appealing, with features that mimic the library and serve guest visiting downtown for leisure, dining, shopping or events. The number of visitors to area continues to grow and this time, the nearest public restroom is located at the River Walk Center.

RECOMMENDATION:

The Public Works Department recommends awarding Bid No. 2017-015 to Hartnett Building Group LLC., Fort Pierce, FL

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Engineering, Purchasing and Finance Departments

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 1000000311600

Amount: 182,750.00

FISCAL IMPACT:

Funds are available for this project in account 100-0000-311-600.

Attachments

Restroom bid docs.

Form Review

Inbox

Finance Department

City Manager

Form Started By: Mike Reals

Final Approval Date: 06/12/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

06/09/2017 02:36 PM


06/12/2017 08:36 AM

Started On: 06/07/2017 10:59 AM



MEMORANDUM
from the
PROCUREMENT DEPARTMENT

TO: Mike Reals, Director of Public Works

THROUGH: Tony Barnes, Director of Purchasing 

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2017-015 ~ Construction of Downtown Library Restrooms

DATE: May 19, 2017

Attached are the tabulation sheet and a copy of each bid submittal for the above referenced bid, Tracy Telle has received a copy of each. The file is available for review in the Procurement Department.

The invitation was sent to 792 vendors. Twenty-Two (22) vendors requested specifications with four (4) responding (18.18%) plus 0 "No Bid" (18.18% total response).

Please respond to the Procurement Department for recommendation of award. Expiration date is July 16, 2017. Commission approval must be completed by this date.

/gm

Attachment

cc: JT McDermott, Facilities Maintenance Manager
Tracy Telle, Assistant City Engineer



CITY OF FORT PIERCE TABULATION OF BIDS

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

BID ON:	CONSTRUCTION OF DOWNTOWN LIBRARY RESTROOMS
BID NUMBER:	2017-015
DATE:	05/18/17 @ 3:00 PM
RECOMMENDED AWARD:	Pending


RESPONSE
4 of 22 = 18.18 %
0 "No Bids"
Total = 18.18 %

VENDOR	BID BOND	TOTAL BID AMOUNT
Hartnett Building Group LLC. Fort Pierce, FL	10%	\$182,750.00
Hennis Construction Co., Inc. Port St Lucie, FL	10%	\$213,000.00
De La Hoz Builders, Inc. Sebastian, FL	10%	\$219,750.00
One Call Stuart, FL	10%	\$245,298.00

PLEASE NOTE:

- COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

 **COPY**

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950	INVITATION TO BID and BIDDER ACKNOWLEDGMENT
MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	
Contact: Gelencia Carter, 772-467-3749	Bid No: 2017-015
Mandatory Pre-Bid Conference: 10:00AM, THURSDAY, MAY 4, 2017	Bid Title: CONSTRUCTION OF DOWNTOWN LIBRARY RESTROOMS
Mandatory Pre-Bid Conference Location: City of Fort Pierce, 1 st Floor Engineering Conference Room 100 North U.S. 1 Fort Pierce, FL 34950	Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, MONDAY, MAY 15, 2017	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: HARTNETT BUILDING GROUP LLC ----- Mailing Address: 101 AVENUE 'D' ----- ----- -----	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i>  X _____ Authorized Signature (Manual)
City, State, Zip Code: FORT PIERCE FLORIDA 34950	Typed or Printed Name: CHERYL HARTNETT
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title: PRESIDENT
Incorporated in the State of: FL Year: 2005	Delivery in _____ days, ARO
Phone Number: 772.429.5243	Payment Terms: Net 30 Days
Fax Number: 772.489.9532	FEIN or SS Number: 06-1747012
E-Mail Address: HBGLLC123@COMCAST.NET	Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Bid Security is attached, when required, in the amount of \$ 18,275.00 F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

ARTICLE 6 CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on the Building Construction Drawings, electrical plans, and associated plot plans, identified as Bid No. 2017-005 (Rebid), Downtown Library Bathroom Building, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed:**

\$ One Hundred and Eighty-Two Thousand Seven Hundred and Fifty and Zero Cents.

Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire contract amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (See also the specifications for additional information). The CONTRACTOR shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY; |

6(C) The CITY shall pay the contract amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month (the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the Public Works Manager or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the contract amount allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the City Engineer), less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR (copies of paid invoices must be submitted to the City Engineer with payment request). Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:
Mike Reals,
Public Works Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone: 772-467-3811
Fax: 772-489-3194

CONTRACTOR:
HARTNETT BUILDING GROUP LLC
101 AVENUE 'D'
FORT PIERCE FL 34950
Phone: 772.429.5243
Fax: 772.489.9532

ARTICLE 23 ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 25 WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any

terms hereunder. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

LETITIA B. BAKER

Print name

L.B. Baker
Signature

PHILLIP T. HARTNETT

Print name

Phillip T. Hartnett
Signature

CONTRACTOR:

HARTNETT BUILDING GROUP LLC

CHERYL HARTNETT

By:

Title: PRESIDENT

Federal Tax ID No. 06-1747012

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
HARTNETT BUILDING GROUP, LLC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
101 AVENUE 'D'

City, state, and ZIP code
FORT PIERCE FL 34950

List account number(s) here (optional)
FT PIERCE FL 34954

Requester's name and address (optional)
**CITY OF FORT PIERCE
PO BOX 1480
FT PIERCE FL 34954**

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
06 1747012

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person *Chick J. Furtwell* Date **5/10/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<u>✓</u>	_____
Is Bid Response Form completed, signed and attached?	<u>✓</u>	_____
W-9 Form completed, signed and attached?	<u>✓</u>	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>✓</u>	_____
Include proof of proper licensing as stated in bid documents.	<u>✓</u>	_____
Include proof of proper insurance as stated in bid documents.	<u>✓</u>	_____
Bid envelope is marked accordingly.	<u>✓</u>	_____
Is Drug-Free Work Place form signed and enclosed?	<u>✓</u>	_____
Are three (3) complete bid packages included (1 original and 2 copies)?	<u>✓</u>	_____
Is each Bid Addendum (when issued) signed and included?	<u>✓</u>	_____

PLEASE SIGN AND RETURN WITH BID



 CHERYL HARTNETT / PRESIDENT

BID FORMS

<u>Section</u>	<u>Description</u>	<u>Page (No. Pages)</u>
Section 001	Bid Form – Part I	57 (5)
Section 002	Bid Bond	62 (3)
Section 003	Performance Bond	65(4)
Section 004	Payment Bond	69 (3)
Section 005	Notice of Award	72 (2)
Section 006	Notice to Proceed	74 (1)
Section 007	Change Order Form	75 (2)
Section 008	Application for Payment	77 (1)
Section 009	Certificate of Owner's Attorney	78 (1)
Section 010	Bidder's Questionnaire	79 (2)
Section 011	Non-Collusion Affidavit	81 (1)
Section 012	Public Entity Statement	82 (3)
Section 013	Non-Segregated Facilities	85 (1)
Section 014	Trench Safety Act	86 (1)
Section 015	Drug-Free Workplace	87 (1)
Section 016	Bid Response Form	88 (1)
Section 017	Substitution Sheet	89 (1)
Section 018	Contractor Verification Form	90 (1)
Section 019	List of References	91 (1)
Section 020	E-Verify	92 (1)

SECTION 001

BID FORM ~ PART I

PROPOSAL TO

THE CITY OF FORT PIERCE

FOR THE CONSTRUCTION OF THE DOWNTOWN LIBRARY BATHROOM BUILDING

NAME OF BIDDER: HARTNETT BUILDING GROUP LLC

MAILING ADDRESS: 101 AVENUE 'D' FORT PIERCE FL 34950

STREET ADDRESS: SAME (Zip Code)

PHONE NUMBER: 772.429.5243

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

- | | | | |
|--------------|------------------------|--------------|------------------------|
| No. <u>1</u> | Dated <u>4/25/2017</u> | No. <u>4</u> | Dated <u>5/12/2017</u> |
| No. <u>2</u> | Dated <u>5/5/2017</u> | No. _____ | Dated _____ |
| No. <u>3</u> | Dated <u>5/11/2017</u> | No. _____ | Dated _____ |

The undersigned Bidder agrees that the Work shall be completed within 120 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

EXHIBIT "D"

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS "bidder's bond"
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

EXHIBIT "D"

2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:


1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

EXHIBIT "D"

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: HARTNETT BUILDING GROUP LLC

(Type or Print)

By: 

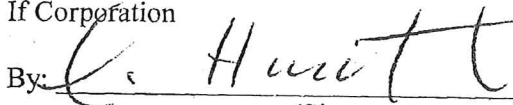
Name: CHERYL HARTNETT

Title: PRESIDENT

Dated: 5/15/2017, 2017

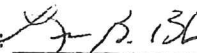
(Corporate Seal)

Attest
If Corporation

By: 
(Signature)

Name: CHERYL HARTNETT

Title: PRESIDENT

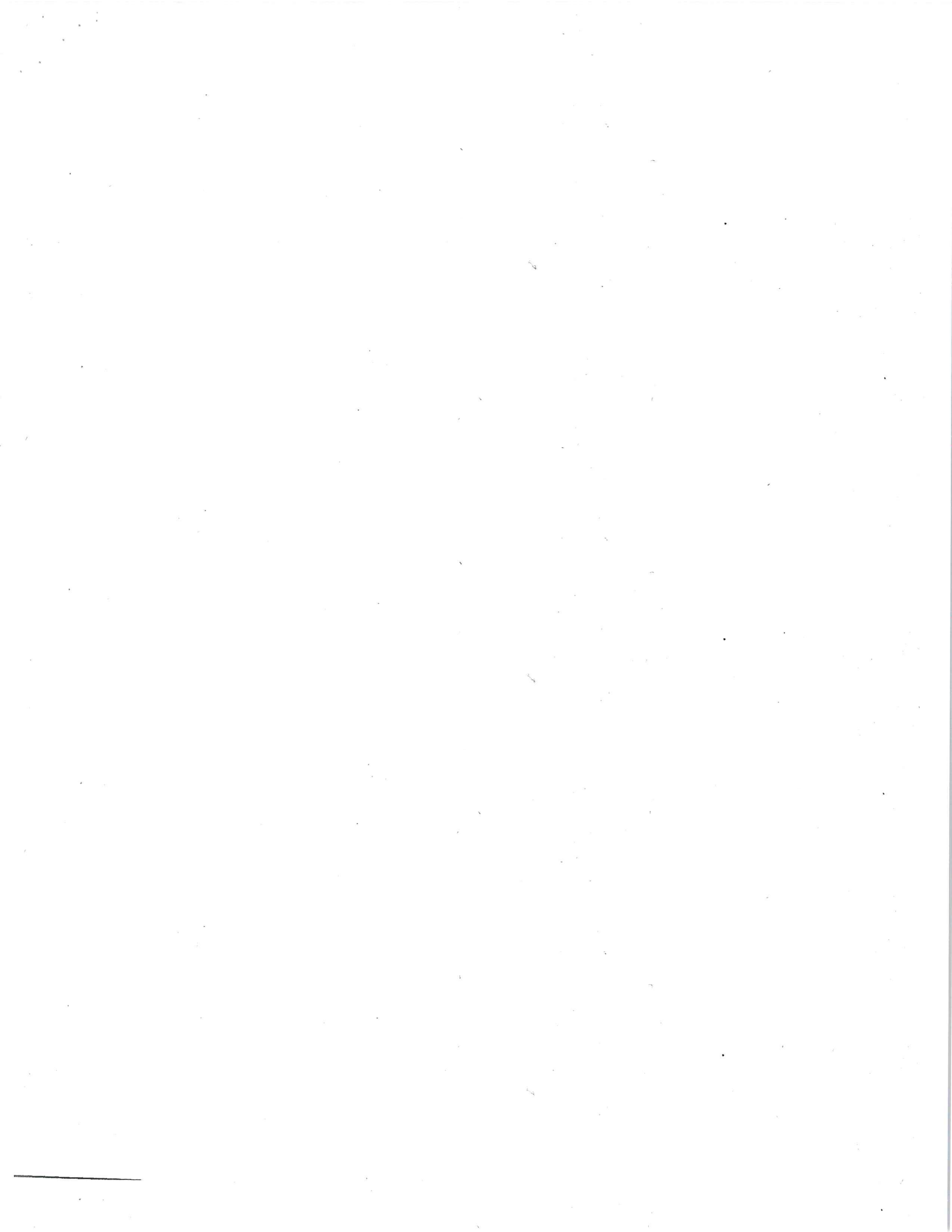
Witnesses: 
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CBC-1253228 STATE OF FL BUILDING CONTRACTOR--8/31/2018

END OF SECTION



**SECTION 002
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____
Hartnett Building Group, LLC _____, as Principal, and _____
The Gray Insurance Company _____, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal
sum of EIGHTEEN THOUSAND TWO HUNDRED AND SEVENTY-FIVE & ZERO CENTS
_____ Dollars (\$ 18,275.00 _____), lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents. The
Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the
accompanying bid dated * 2017, for the Project No. 2017-015 Construction of Downtown Library
Restroom (City Park Bathroom Improvements)
_____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set
forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the
Notice of Award enter into a written contract with the City in accordance with the bid as
accepted, and if the Principal shall give the required bonds with good and sufficient sureties for
the faithful performance and proper fulfillment of such contract and for the protection of
subcontractors, laborers and material men, and if the Principal has provided the required
evidence of insurance as set forth in the Contract Documents and complied with the Florida
Department of Environmental Protection certifications and requirements, and all other contract
provisions, or in the event of withdrawal of said bid within the periods specified, or the failure
to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the
Principal shall within sixty (60) days after request by the City to pay to the City the difference
between the amount specified in said bid and the amount for which the City may procure the
required work, if the latter amount be in excess of the former, then the above obligation shall be
void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it
may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and
costs, including attorneys' fees and costs in appellate proceedings.

* May 15th,

EXHIBIT "D"

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 15th day of May, 2017, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

Phillip Hartnett
PHILLIP HARTNETT

PRINCIPAL

Hartnett Building Group, LLC

By: *Cheryl Hartnett*
(Signature)

Name: CHERYL HARTNETT

Title: PRESIDENT

ATTEST (if corporation)

By: *L.B. Baker*
(Signature)

Name: LETITIA B. BAKER

Title: _____
(Corporate Seal)

SURETY

The Gray Insurance Company

By: *Gloria A. Richards*
(Signature)

Name: Gloria A. Richards

Title: Attorney-In-Fact and Florida Licensed Resident Agent

(Surety Seal)

EXHIBIT "D"

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety The Gray Insurance Company
Mailing Address P.O. Box 6202, Metairie, LA 70009-6202
Street Address 2750 Lake Villa Drive, Suite 300, Metairie, LA 70002-6783
Name and Mailing and Street Florida Surety Bonds, Inc.
Address of Agent or 620 N. Wymore Road, Suite 200 Maitland, FL 32751
Representative in Florida Gloria A. Richards
Attorney-In-Fact and Florida Licensed Resident Agent
(if different than above) _____

Telephone Number of Surety 504-888-7790
and Agent or Representative 407-786-7770
in Florida _____

END OF SECTION

THE GRAY INSURANCE COMPANY

THE GRAY CASUALTY & SURETY COMPANY

204345

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Susan L. Reich, Jeffrey W. Reich, Don Bramlage, Kim E. Niv, Leslie M. Donahue, Patricia L. Slaughter, Teresa L. Durham, Cheryl Foley, Gloria A. Richards, and Glenn Arvanitis of Maitland, Florida jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of May, 2017.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

SECTION 010

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. HARTNETT BUILDING GROUP LLC
2. Permanent Main Office address. 101 AVENUE 'D' FORT PIERCE FL 34950
3. When organized? 3/2005
4. If a corporation, where incorporated? LLC 3/2005
5. How many years have you been engaged in construction under this present firm or trade name? 12 YEARS
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) PLEASE SEE "CURRENT WORK IN PROGRESS"
7. General character of work performed by you. REMODEL, NEW CONSTRUCTION, PLUMBING
8. Have you ever failed to complete any work awarded to you? If so, where and why? NO
9. Have you ever defaulted on a contract? If so, where and why? NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. PLEASE SEE "COMPLETE PROJECTS"
11. List your major equipment available for this contract. WILL RENT IF NEEDED
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) PLEASE SEE " COMPLETED PROJECTS"
13. Background and experience of the principal members of your company, including the officers. PLEASE SEE 'RESUMES'
14. Give bank reference. BANK OF AMERICA/ FORT PIERCE 772.462.8715
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____ this 10th day of May, 2017.

Contractor:

HARTNETT BUILDING GROUP, LLC

By *Cheryl Hartnett*

CHERYL HARTNETT/ PRESIDENT

(Name & Title)

County of ST LUCIE
State of FLORIDA

CHERYL HARTNETT, being duly sworn, deposes and says that he is PRESIDENT of HARTNETT BUILDING GROUP, LLC and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 10th day of May, 2017.

L.B.B.
Notary Public Letitia B. Baker

My Commission Expires:

(Seal)



END OF SECTION

HARTNETT BUILDING GROUP 5.
WORK IN PROGRESS
01/01/2017

PROJECT NAME	CONTRACT AMOUNT	% COMPLETE	COMPLETION DATE	REFERENCES
RIVIERA BEACH CDC 2001 BROADWAY STE 300 RIVIERA BEACH FL 33403	\$ 668,850.00	100%	IN PROGRESS	ANNETTA JENKINS DIRECTOR OF NEIGHBORHOOD SERVICES 561.844.3408
ANTONIO DUBOV 6600 PINE TREE CIRCLE LAKE CLARKE SHORES, FL	\$ 489,420.00	5%		ANTONIO DUBOV 6500 CAMBODIA DR LAKE CLARKE SHORES, FL 561.289.6251
NEIGHBORHOOD RENAISSANCE, INC 510 24TH STREET SUITE A WEST PALM BEACH FL 33407	\$ 275,100.00	5%		Michael Pecar REAL ESTATE DIRECTOR 561.832.6776 X 100
NEIGHBORHOOD RENAISSANCE, INC 510 24TH Street Suite A WEST PALM BEACH FL 33407	\$ 442,450.00	95%		Michael Pecar REAL ESTATE DIRECTOR 561.832.6776 X 100
TOTAL	\$ 1,875,820.00			

**HARTNETT BUILDING GROUP LLC
MAJOR COMPLETED PROJECTS**

PROJECT	CONTRACT AMOUNT	COMPLETED	CONTACT INFORMATION
GARDEN TERRACE	\$ 118,273.00	12.25.15	FT. PIERCE HOUSING AUTHORITY ED KILEY 772.216.2765
MONTAQUE/NEWBERRY REMODEL	\$ 69,632.00	11.30.15	CITY OF WEST PALM BCH-HCD WALDEMAR J. ORELLANA 561.822.1250 X 1270
14TH STREET REMDOEL	\$ 169,597.00	11.1.15	CITY OF WEST PALM BCH-HCD WALDEMAR J. ORELLANA 561.822.1250 X 1270
DYSON STAIRWAYS	\$ 228,877.00	9.30.15	PALM BEACH COUNTY HOUSING AUTH KIM DELLASTATIOUS 561.582.5622
BOYNTON BEACH MODEL BLOCK IMP	\$ 166,076.00	7.30.2015	NEIGHBORHOOD RENAISSANCE MICHAEL PECAR 561.832.6776 X 100
WEATHER STRIPPING	\$ 74,360.00	2.1.2015	FT. PIERCE HOUSING AUTHORITY ED KILEY 772.216.2765
ELI PARTNERS VARIOUS SITES	\$ 164,470.00	1.30.15	ELI PARTNERS STUART STEINBERG 461.330.4626
DUNBAR VILLAGE	\$ 914,018.00	4.30.14	WEST PALM BEACH HOUSING AUTHORITY ED OVERSTREET 561.719.2138
GULFSTREAM 6-PLEX	\$ 428,300.00	4.30.13	NEIGHBORHOOD RENAISSANCE MICHAEL PECAR 561.832.6776 X 100
GROUP NO 4 RENOVATIONS FRENCH AINSOWRTH CARANDIS WISCONSIN	\$ 469,380.00	3.31.13	NEIGHBORHOOD RENAISSANCE MICHAEL PECAR 561.832.6776 X 100
GROUP NO 5 RENOVATIONS	\$ 560,550.00	2.28.13	NEIGHBORHOOD RENAISSANCE

**HARTNETT BUILDING GROUP LLC
MAJOR COMPLETED PROJECTS**

PROJECT	CONTRACT AMOUNT	COMPLETED	CONTACT INFORMATION
CAROLINE BANANA FOSS WISCONSIN & LAKEWOOD			MICHAEL PECAR 561.832.6776 X 100
GROUP NO. 2 RENOVATIONS KELMAR, BREEZE, JAMACIAN, WOODLANDS	\$ 385,492.00	12.31.12	NEIGHBORHOOD RENAISSANCE MICHAEL PECAR 561.832.6776 X 100
WESTGATE HOUSING INFILL 13 NEW HOMES	\$ 2,078,964.00	8.31.2012	NEIGHBORHOOD RENAISSANCE MICHAEL PECAR 561.832.6776 X 100
TWIN LAKES/COLONY OAKS HURRICANE HARDENING	\$ 291,500.00	6.30.2012	WEST PALM BEACH HOUSING AUTHORITY ED OVERSTREET 561.719.2138
PLEASANT CITY INTERIORS REMODEL OF 47 UNITS	\$ 1,009,030.00	4.30.2012	WEST PALM BEACH HOUSING AUTHORITY ED OVERSTREET 561.719.2138
WILDWOOD REDEVELOPMENT UPGRADES/REMODEL 60 UNITS	\$ 1,380,000.00	8.31.2011	FT. PIERCE HOUSING AUTHORITY ED KILEY 772.216.2765
DOORS & WINDOWS REPLACEMENT 60 UNITS	\$ 308,750.00	4.30.2011	WEST PLAM BEACH HOUSING AUTHORITY ED OVERSTREET 561.719.2138
SOUTH 27TH ST WINDOWS REPLACEMENT 30 UNITS	\$ 116,000.00	12.31.2010	FT. PIERCE HOUSING AUTHORITY ED KILEY 772.216.2765
PLEASANT CITY 4 UNIT REHAB	\$ 151,000.00	11.30.2010	WEST PLAM BEACH HOUSING AUTHORITY ED OVERSTREET 561.719.2138
PLEASANT CITY 40 UNIT REHAB	\$ 370,000.00	9.30.2010	WEST PLAM BEACH HOUSING AUTHORITY ED OVERSTREET 561.719.2138
HOME REPLACEMENT PROJECT	\$ 870,000.00	8.31.2009	CITY OF FORT PIERCE

**HARTNETT BUILDING GROUP LLC
MAJOR COMPLETED PROJECTS**

PROJECT	CONTRACT AMOUNT	COMPLETED	CONTACT INFORMATION
5 NEW HOMES			TONY BARNES 772.460.2200
THE OAKES AT MOORE'S CREEK 12 HOME HOUSING PROJECT	\$ 516,000.00	7.31.2009	CITY OF FORT PIERCE TONY BARNES 772.460.2200
TOTAL	\$ 10,840,269.00		



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

HARTNETT, PHILLIP TOBIAS
HARTNETT BUILDING GROUP LLC
101 AVENUE 'D'
FORT PIERCE FL 34950

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1253228 ISSUED: 07/12/2016

CERTIFIED BUILDING CONTRACTOR
HARTNETT, PHILLIP TOBIAS
HARTNETT BUILDING GROUP LLC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607120000646

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CBC1253228	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



HARTNETT, PHILLIP TOBIAS
HARTNETT BUILDING GROUP LLC
101 AVENUE 'D'
FORT PIERCE FL 34950



ISSUED: 07/12/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607120000646



2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1500-20050017
Type of business 1500 BUILDING CONTRACTOR (CERTIFIED Expires SEPTEMBER 30, 2017
BUILDING)

DBA name Hartnett Building Group LLC Business Phillip T Hartnett Affill
Mailing address: Phillip Hartnett Business location: 101 Avenue D
101 Avenue D Fort Pierce, FL 34950-3058
Fort Pierce, FL 34950-3058

RENEWAL St Lucie County CBC 1253228
Original tax: \$12.35 L05000047964
Penalty:
Collection cost:
Total: \$12.35 Paid 08/02/2016 12.35 0025-20160802-019760

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.

Phillip Hartnett
101 Avenue D
Fort Pierce, FL 34950-3058

City of Fort Pierce, Florida
Certificate of Competency

BUILDING CONTRACTOR (CERTIFIED)

Control #0039551

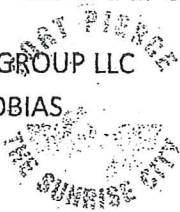
License # 17-00017004

HARTNETT BUILDING GROUP LLC

HARTNETT, PHILLIP TOBIAS

101 AVENUE D

FT PIERCE FL 34950



City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: \$0.00

Issued: August 16, 2016

Comp Card Expires:	September 30, 2017
State License Expires:	CBC1253228 08/31/18
Worker's Comp Expires:	WCV013218303 09/23/16
Liability Ins. Expires:	CBC20000823500 10/18/16

CHERYL HARTNETT
1104 Hernando Street
Fort Pierce, Florida 34949

WORK EXPERIENCE:

January 2009 to Present
HARTNETT BUILDING GROUP LLC
President/Managing Member

Accomplished and results-driven professional with 25 plus years of experience contributing to the growth of successful construction companies. Responsible for the day to day operations, including but not limited to, cash flow, billing, accounts payable and receivable, insurance requirements, payroll, scheduling inspections, coordination with the subcontractors and realistically relate project costs to the other members. Review of all bid documents and preparation of same. Proven track record for managing budgets through development of innovative construction concepts to control costs, enhance efficiency and improve productivity. Daily involvement with Project Owners.

1985 to 2009
HARTNETT & CO. PLUMBING, INC
Vice-President

Family business specializing in the Plumbing trade. All required office functions, but not limited to, accounts receivable, accounts payable, payroll, job costing, insurance, secretarial duties, scheduling inspections and billing. Review of all financials with President of the company. Prepared all bid documents. Prepare and track project submittals and correspondence with Owners.

COMPUTER SKILLS:

QuickBooks Pro
QuickBooks Enterprise
Microsoft Office (Word, Excel)
Adobe

TOBIAS HARTNETT

6024 Margarito Way
Fort Pierce, Florida 34951
561.523.5902
hbgllc@comcast.net

Expertise:

Energetic and success driven professional contractor with 20 plus years in the business. Work closely with owners, owners representatives, architects and engineers to ensure their wants and needs are met on their projects. Responsible individual that can manage public, private sector, government, municipality, commercial, multifamily and custom design projects.

Work Experience:

2005 to Present
HARTNETT BUILDING GROUP LLC
Vice-President/Secretary

Superintendent managing Project Managers, scheduling, subcontractors, equipment and material needs. Responsible for overseeing the permit process, coordinating work flow in order to complete projects in a timely manner. Inspect work in progress to ensure that it conforms to specifications and that schedules were followed. Review and approval of all project related cost and billings. Obtaining new projects through the bidding process or negotiation with prospective clients.

1993 to 2005
HARTNETT & CO PLUMBING, INC.
Project Manager

Started in my father's plumbing business at a young age. Worked my way up the ladder to Project Manager. Responsible for all phases of construction. Ordered materials, supervised all subcontractors, ordered equipment necessary for project.

2000 to 2004
KEYES REALTY
Real Estate Agent

Purchase and sale of real estate properties. Sold over 1 million in my first year. Continued to sell over 10 million in the following years.

Licenses:

State of Florida - Certified Building Contractor, License# CBC1253228
Journeyman Plumber
Real Estate Licenses

Completed Projects: See attached list

PHILLIP HARTNETT

1104 Hernando Street, Fort Pierce, Florida 34949

Professional Profile

Seasoned professional with 40 plus years in the construction industry.

- Commercial Construction
- Residential Construction
- Government Contracts
- Municipality Project
- Project Management
- Estimating & Proposals

Professional Accomplishments

2005 to Present
HARTNETT BUILDING GROUP, LLC
Vice-President/Treasurer

Superintendent overseeing operations including management of subcontractors, equipment and materials to ensure high quality of construction. Supervise the Project Manager regarding on-site construction, expected results and productivity. Monitor and implement safety programs to reduce any probability of accidents. Plan and execute strategies to lead to a timely completion of project.

1985 TO 2005
HARNETT & CO PLUMBING, INC.
President

Managed all aspects of plumbing business including, estimating, negotiating, planning and completion of contracts in commercial, residential and government projects. Supervised project managers as construction developed throughout all phases. Maintained schedules in a timely manner with concern for the owners' cost and time frame.

Licenses

- State of Florida License # CBC1257348
Certified Building Contractor
- State of Florida License # CFC26511
Certified Plumbing Contractor

Completed Projects – See attached list

References

References are available upon request.

SECTION 011
NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF ST LUCIE

CHERYL HARTNETT, being first duly sworn, deposes and says:

That he/she is PRESIDENT
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

HARTNETT BUILDING GROUP

(Firm Name)

By: *Cheryl Hartnett*

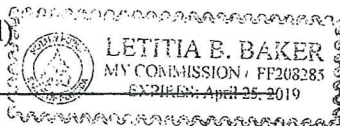
Title: CHERYL HARTNETT/ PRESIDENT

Subscribed and sworn to before me this 10th
day of May, 2017

L.B.B.
Notary Public Letitia B. Baker

My Commission expires:

(Seal)



END OF SECTION

SECTION 012

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2017-005 (Rebid) for _____
2. This sworn statement is submitted by HARTNETT BUILDING GROUP LLC
 _____ (name of entity submitting sworn statement)
 whose business address is 101 AVENUE 'D' FORT PIERCE FL 34950
 and (if applicable) its Federal Employer Identification Number (FEIN) is 06-1747012
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is CHERYL HARTNETT my relationship to the entity
 (please print name of individual signing)
 named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

EXHIBIT "D"

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____



Date: _____

MAY 10, 2017

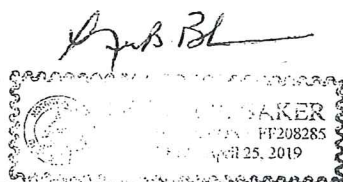
STATE OF FLORIDA

COUNTY OF ST LUCIE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

CHERYL HARTNETT who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 10th day of May, 2017.

NOTARY PUBLIC SEAL:



My commission expires: _____

END OF SECTION

SECTION 013

CERTIFICATION OF NONSEGREGATED FACILITIES

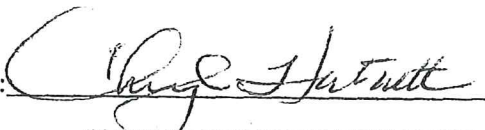
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: MAY 10th , 2017

Official Address
(Including Zip Code):

101 AVENUE 'D'
FORT PIERCE FLORIDA 34950

By: 
CHERYL HARTNETT/ PRESIDENT
(Title)

END OF SECTION

SECTION 014

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2017-005 (Rebid)

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths. Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____ Dollars
(Written)

_____ Dollars
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: HARTNETT BUILDING GROUP, LLC

(Company-Contractor)

By: *Cheryl Hartnett*

(President's Signature)

CHERYL HARTNETT

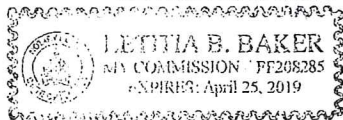
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in ST LUCIE County, Florida on the 10th day of MAY, 2017.

Notary Public: *Leitia B. Baker* (affix seal)
LEITITIA B. BAKER

My Commission Expires: _____



END OF SECTION

SECTION 015

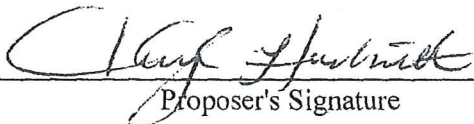
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
HARTNETT BUILDING GROUP LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

MAY 10, 2017

Date

END OF SECTION

**SECTION 016
CITY PARK BATHROOM IMPROVEMENTS**

BID RESPONSE FORM

ITEM	DESCRIPTION	UNIT	ITEM TOTAL COST
1	Downtown Library – Complete (including, but not limited to, surveying, testing, site work, permitting, utility connections, building construction, etc.)	LS	<p>\$ 182,750.00</p> <p><i>Cheryl Hartwell</i></p>

SECTION 017
SUBSTITUTION SHEET

PROJECT TITLE: BATHROOM BUILDING FOR DOWNTOWN LIBRARY SITE

BID NO. 2017-005 (Rebid)

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

SECTION 018

CONTRACTOR VERIFICATION FORM

PROJECT TITLE: BATHROOM BUILDING FOR DOWNTOWN LIBRARY SITE

BID NO. 2017-005 (Rebid)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: HARTNETT BUILDING GROUP LLC

Corporate Title: _____

Address: 101 AVENUE 'D'

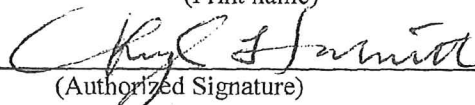
FORT PIERCE FL 34950

(Zip Code)

By: CHERYL HARTNETT PRESIDENT

(Print name)

(Print title)



(Authorized Signature)

Telephone: (772) 429-5243

Fax: (772) 489-9532

State License # CBC 1253228 (ATTACH COPY)

County License # 1500-20050017 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: BUILDING CONTRACTOR

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

SEALED BID NO. 2017-015 (Rebid)

PROJECT TITLE: BATHROOM BUILDING AT DOWNTOWN LIBRARY SITE

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
PLEASE SEE ATTACHED "REFERENCES"			

END OF SECTION

HARTNETT BUILDING GROUP 5.
REFERENCES
01/01/2017

PROJECT NAME	CONTRACT AMOUNT	% COMPLETE	COMPLETION DATE	REFERENCES
RIVIERA BEACH CDC 2001 BROADWAY STE 300 RIVIERA BEACH FL 33403	\$ 669,850.00	100%	IN PROGRESS	ANNETTA JENKINS DIRECTOR OF NEIGHBORHOOD SERVICES 561.844.3408
ANTONIO DUBOY 6600 PINE TREE CIRCLE LAKE CLARKE SHORES, FL	\$ 489,420.00	5%		ANTONIO DUBOY 6500 CAMBODIA DR LAKE CLARKE SHORES, FL 561.289.6251
NEIGHBORHOOD RENAISSANCE, INC 510 24TH STREET SUITE A WEST PALM BEACH FL 33407	\$ 275,100.00	5%		Michael Pecar REAL ESTATE DIRECTOR 561.832.6776 X 100
NEIGHBORHOOD RENAISSANCE, INC 510 24TH Street Suite A WEST PALM BEACH FL 33407	\$ 442,450.00	95%		Michael Pecar REAL ESTATE DIRECTOR 561.832.6776 X 100
TOTAL	\$ 1,875,820.00			

SECTION 020

**FORT PIERCE, FLORIDA
SEALED BID NO. 2017-015 (Rebid)**

PROJECT TITLE: BATHROOM BUILDING AT DOWNTOWN LIBRARY SITE

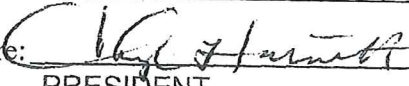
E-VERIFY

Bid No.: 2017-005 (Rebid)

Project Description: City Park Bathroom Improvements – Downtown Library

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: HARTNETT BUILDING GROUP, LLC
Authorized Signature: 
Title: PRESIDENT
Date: 5/15/2017

END OF SECTION

EXHIBIT "E"

GENERAL CONDITIONS

	<u>Page</u>
Section 1 - Contract Documents (Terms Defined)	94
Section 2 - Public Works Manager	98
Section 3 - City	99
Section 4 - Contractor	100
Section 5 - Subcontractors	104
Section 6 - Work by City/Separate Contractors	104
Section 7 - Miscellaneous Provisions	105
Section 8 - Time	107
Section 9 - Payments and Completion	108
Section 10 - Protection of Persons and Property	112
Section 11 - Insurance Requirements	113
Section 12 - Changes in the Work	113
Section 13 - Uncovering and Corrections of Work	114
Section 14 - Termination of the Contract	116
Section 15 - Unfavorable Weather/Other Conditions	117
Section 16 - Engineering/Field Inspections Due to Overtime and Delays	117
Section 17 - Before Starting Construction	117
Section 18 - Precedence of Contract Documents	118
Section 19 - Measurement and Payment	118
Section 20 - "Omitted"	119
Section 21 - Coordination	119
Section 22 - "Omitted"	119
Section 23 - "Omitted"	119
Section 24 - Preconstruction Conference	120
Section 25 - Progress Meetings	120
Section 26 - Contract Closeout	121

SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the Public Works Manager of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

CHERYL HARTNETT
1104 Hernando Street
Fort Pierce, Florida 34949

WORK EXPERIENCE:

January 2009 to Present
HARTNETT BUILDING GROUP LLC
President/Managing Member

Accomplished and results-driven professional with 25 plus years of experience contributing to the growth of successful construction companies. Responsible for the day to day operations, including but not limited to, cash flow, billing, accounts payable and receivable, insurance requirements, payroll, scheduling inspections, coordination with the subcontractors and realistically relate project costs to the other members. Review of all bid documents and preparation of same. Proven track record for managing budgets through development of innovative construction concepts to control costs, enhance efficiency and improve productivity. Daily involvement with Project Owners.

1985 to 2009
HARTNETT & CO. PLUMBING, INC
Vice-President

Family business specializing in the Plumbing trade. All required office functions, but not limited to, accounts receivable, accounts payable, payroll, job costing, insurance, secretarial duties, scheduling inspections and billing. Review of all financials with President of the company. Prepared all bid documents. Prepare and track project submittals and correspondence with Owners.

COMPUTER SKILLS:

QuickBooks Pro
QuickBooks Enterprise
Microsoft Office (Word, Excel)
Adobe

TOBIAS HARTNETT

6024 Margarito Way
Fort Pierce, Florida 34951
561.523.5902
hbgllc@comcast.net

Expertise:

Energetic and success driven professional contractor with 20 plus years in the business. Work closely with owners, owners representatives, architects and engineers to ensure their wants and needs are met on their projects. Responsible individual that can manage public, private sector, government, municipality, commercial, multifamily and custom design projects.

Work Experience:

2005 to Present
HARTNETT BUILDING GROUP LLC
Vice-President/Secretary

Superintendent managing Project Managers, scheduling, subcontractors, equipment and material needs. Responsible for overseeing the permit process, coordinating work flow in order to complete projects in a timely manner. Inspect work in progress to ensure that it conforms to specifications and that schedules were followed. Review and approval of all project related cost and billings. Obtaining new projects through the bidding process or negotiation with prospective clients.

1993 to 2005
HARTNETT & CO PLUMBING, INC.
Project Manager

Started in my father's plumbing business at a young age. Worked my way up the ladder to Project Manager. Responsible for all phases of construction. Ordered materials, supervised all subcontractors, ordered equipment necessary for project.

2000 to 2004
KEYES REALTY
Real Estate Agent

Purchase and sale of real estate properties. Sold over 1 million in my first year. Continued to sell over 10 million in the following years.

Licenses:

State of Florida - Certified Building Contractor, License# CBC1253228
Journeyman Plumber
Real Estate Licenses

Completed Projects: See attached list

PHILLIP HARTNETT

1104 Hernando Street, Fort Pierce, Florida 34949

Professional Profile

Seasoned professional with 40 plus years in the construction industry.

- Commercial Construction
- Residential Construction
- Government Contracts
- Municipality Project
- Project Management
- Estimating & Proposals

Professional Accomplishments

2005 to Present

HARTNETT BUILDING GROUP, LLC

Vice-President/Treasurer

Superintendent overseeing operations including management of subcontractors, equipment and materials to ensure high quality of construction. Supervise the Project Manager regarding on-site construction, expected results and productivity. Monitor and implement safety programs to reduce any probability of accidents. Plan and execute strategies to lead to a timely completion of project.

1985 TO 2005

HARNETT & CO PLUMBING, INC.

President

Managed all aspects of plumbing business including estimating, negotiating, planning and completion of contracts in commercial, residential and government projects. Supervised project managers as construction developed throughout all phases. Maintained schedules in a timely manner with concern for the owners' cost and timeframe.

Licenses

- State of Florida License # CBC1257348
Certified Building Contractor
- State of Florida License # CFC26511
Certified Plumbing Contractor

Completed Projects – See attached list

References

References are available upon request.

April 25, 2017



CITY OF FORT PIERCE

CONSTRUCTION OF DOWNTOWN LIBRARY RESTROOMS

BID NO. 2017-015

ADDENDUM NO. 1

The purpose of this addendum is to provide Bid Plans that was inadvertently omitted with the original bid document submission, see attached.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: *Cheryl Hartnett*
Signature: CHERYL HARTNETT **Manual**
Company Name: HARTNETT BUILDING GROUP LLC **Typed or Printed**
Address: 101 AVENJUE 'D' FORT PIERCE FL 34950

Date: 5/5/2017

/gc

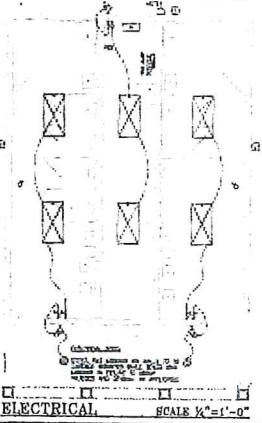
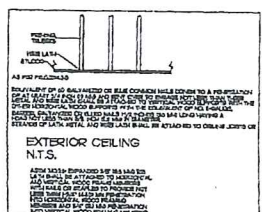
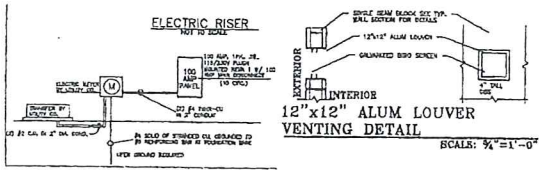
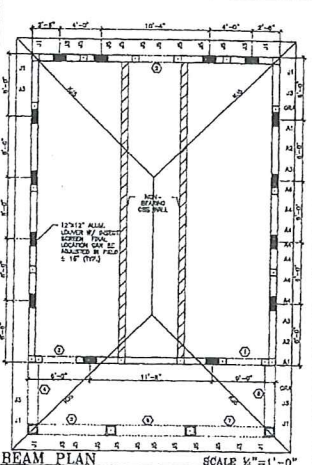
Attachment: Bid Plans

CONCRETE SCHEDULE (Continued)

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CONCRETE	10.00	CU YD	FOR 10' x 10' x 10' CONCRETE
2	REINFORCING BARS	100.00	LB	FOR 10' x 10' x 10' CONCRETE
3	FORMWORK	100.00	SQ YD	FOR 10' x 10' x 10' CONCRETE
4	BRICK	100.00	1000'S	FOR 10' x 10' x 10' CONCRETE
5	MORTAR	100.00	CU YD	FOR 10' x 10' x 10' CONCRETE

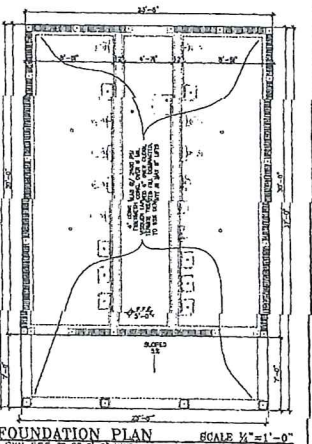
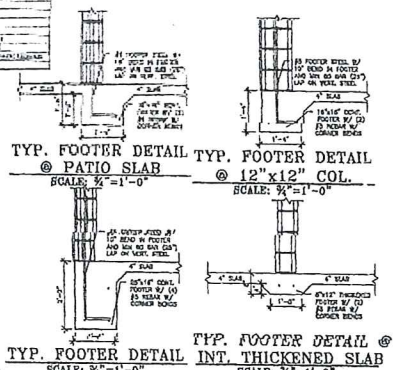
CASTORETE PRECAST LINTEL SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CASTORETE PRECAST LINTEL	10.00	LINEAR FT	FOR 10' x 10' x 10' CONCRETE
2	REINFORCING BARS	100.00	LB	FOR 10' x 10' x 10' CONCRETE
3	FORMWORK	100.00	SQ YD	FOR 10' x 10' x 10' CONCRETE
4	BRICK	100.00	1000'S	FOR 10' x 10' x 10' CONCRETE
5	MORTAR	100.00	CU YD	FOR 10' x 10' x 10' CONCRETE



ELECTRICAL FIXTURE SCHEDULE

SYMBOL	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	OUTLET	10	EA	15\"/>
2	SWITCH	10	EA	15\"/>
3	FIXTURE	10	EA	15\"/>
4	CONDUIT	100	FT	1/2\"/>
5	TRAY	100	FT	1/2\"/>
6	WALL SWITCH	10	EA	15\"/>
7	WALL OUTLET	10	EA	15\"/>
8	TRAY	100	FT	1/2\"/>
9	CONDUIT	100	FT	1/2\"/>
10	TRAY	100	FT	1/2\"/>
11	CONDUIT	100	FT	1/2\"/>
12	TRAY	100	FT	1/2\"/>
13	CONDUIT	100	FT	1/2\"/>
14	TRAY	100	FT	1/2\"/>
15	CONDUIT	100	FT	1/2\"/>
16	TRAY	100	FT	1/2\"/>
17	CONDUIT	100	FT	1/2\"/>
18	TRAY	100	FT	1/2\"/>
19	CONDUIT	100	FT	1/2\"/>
20	TRAY	100	FT	1/2\"/>



REVISION

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Project: Downtown Library Restrooms
Address: 100 North Indian River Drive, Fort Pierce, FL 34950
City: Fort Pierce

Scale: 1/4" = 1'-0"

Author: [Name]
Checker: [Name]
Engineer: [Name]

DATE: [Date]

Sheet No.: S1

May 5, 2017



CONSTRUCTION OF DOWNTOWN LIBRARY RESTROOMS

BID NO. 2017-015

ADDENDUM NO. 2

The purpose of this addendum is to provide modifications and clarifications to the specification as follows:

1. Question: Site plan - what size backflow preventer is required?
Answer: **1-1/2" backflow preventer and water meter is proposed.**
2. Question: Site plan - what size water line is run to building?
Answer: **A 2" water service from the 8" water main to the building is required. Note: The plans specify a 6" tapping sleeve and valve for the service, the bidder is to revise this to a 2" tap.**
3. Question: Site plan - is the tap for the sewer existing?
Answer: **No, contractor will be responsible for cutting in a wye to provide sanitary sewer service.**
4. Question: Please provide manufacturer and specifications for aluminum louvers. Pg. A-1
Answer: **12" x 12" Aluminum- Drainable Louver w/ flange and insect screen Model # 4DLF 12X12IS by Lloyd Industries.**
5. Question: Please provide door hardware schedule.
Answer: **Therma-True smooth star flush 3-0" doors with Schlage Satin Nickel Finish ND-10S-SPA passage levers and Schlage Satin Nickel Finish B60619 deadbolts.**
6. Question: Please provide manufacturer and specifications for ridge vents.
Answer: **Tamco Hip/ Ridge 26 gauge Channel for Tile Roofs - Product dimensions 6" x 5" x 10'.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: 
Manual

Signature: CHERYL HARTNETT
Typed or Printed

Company Name: HARTNETT BUILDING GROUP, LLC

Address: 101 AVENUE 'D' FORT PIERCE FL 34950

Date: MAY 10, 2017



May 11, 2017

CONSTRUCTION OF DOWNTOWN LIBRARY RESTROOMS

BID NO. 2017-015


ADDENDUM NO. 3

The purpose of this addendum is to provide modifications and clarifications to the specification as follows:

1. Question: Bath accs legend calls out two each PTD by main vanity but none in ADA stall. Suggested would be a total of 1 in ADA and the 2 by main vanity?
Answer: One (1) paper towel dispenser in ADA stall and two (2) in main area.
2. Question: Soap dispensers confirm one (1) each between the two (2) mirrors at the main vanity area and one (1) each at the ADA sink?
Answer: Two (2) soap dispensers in main area and one (1) in ADA stall.
3. Question: Bath Accs legend has Waste Receptacles listed; do you want us to supply one (1) waste per each paper towel dispenser?
Answer: One (1) Waste receptacle per Paper towel dispenser.
4. Question: Bath Accs legend calls coat hooks but these will be automatically provided by the partitions. We will not include these in bath accs. The legend calls out Bobrick Sierra Series 1090 and the color white. There are only 4 colors available in the Sierra Series 1090 and white is not one of them.
Answer: Desert Beige is the color of the partitions.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: 
Manual

Signature: CHERYL HARTNETT/ PRESIDENT
Typed or Printed

Company Name: HARTNETT BUILDING GROUP, LLC

Address: 101 AVENUE 'D' FORT PIERCE FL 34951

Date: MAY 12, 2017

/gc

May 12, 2017



CONSTRUCTION OF DOWNTOWN LIBRARY RESTROOM

BID NO. 2017-015

ADDENDUM NO. 4

The purpose of this addendum is to provide modifications and clarifications to the specification as follows:


A revision to the location of the proposed water service tap along with the size of tap has been made to the plans as per the attached sketch. As opposed to the previously specified 8"x2" water service tap a 4"x2" tap is now proposed. This change will eliminate any disruption to the existing asphalt parking lot (see attached drawing).

Also, to extend the bid due date from 3:00PM, Monday, May 15, 2017, to:

3:00PM, THURSDAY, MAY 18, 2017.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____
Manual

Signature: CHERYL HARTNETT _____
Typed or Printed

Company Name: HARTNETT BUILDING GROUP, LLC _____

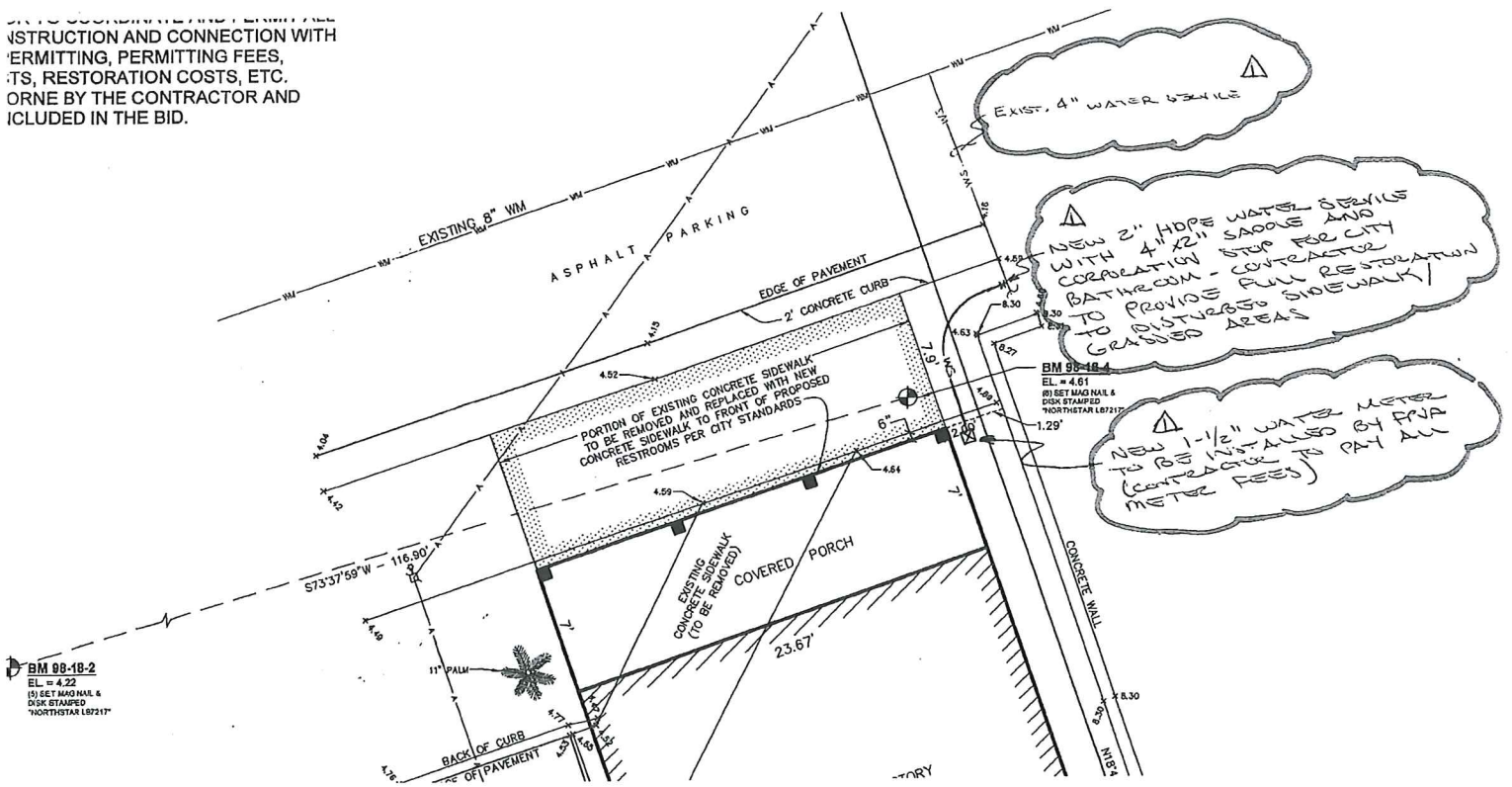
Address: 101 AVENUE 'D' FORT PIERCE FL 34950-3058 _____

Date: 5/15/20017 _____

/gc

Attachment: Drawing

ALL COSTS INCLUDING PERMITS, ALL
 INSTRUCTION AND CONNECTION WITH
 PERMITTING, PERMITTING FEES,
 COSTS, RESTORATION COSTS, ETC.
 TO BE BORNE BY THE CONTRACTOR AND
 INCLUDED IN THE BID.



City Commission Regular Meeting

10.g.

Meeting Date: 06/19/2017

Re: Capital Vehicle Leasing

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Request approval to piggyback City of Lauderdale Lakes RFP #15-1301-02R to lease vehicles from Enterprise Fleet Management, Inc.

SUMMARY:

This request is for approval to lease two (2) vehicles; one (1) 2017 Ford Transit Cargo Van for IT Department and one (1) 2017 Ford F-150 Crew Cab Truck for Animal Control. These vehicles will be leased from Enterprise Fleet Management, Inc. This is a five (5) year lease program and includes full maintenance for the length of the Lease. The total cost is \$60,754.80, to be paid at \$12,150.96 annually.

RECOMMENDATION:

Staff recommends approval of this request.

ALTERNATIVES:

Deny the request and identify other means.

RESPONSIBLE STAFF:

Johnna Morris, Director of Finance

COORDINATED WITH:

Devoshay Johnson, IT Manager, Peggy Arriaz, Code Enforcement Manager, Gelencia Carter, Purchasing Manager, Mike Reals, Public Works Director

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

Account: 001-6000-513-64.40

OTHER INFORMATION:

This is a five year lease, with an annual payment of \$12,150.96, which will be funded from Capital Funds.

Attachments

Vehicle Pricing

Master Lease Agreement

Addendum to Lease Agreement

Maintenance Agreement

Form Review

Inbox

Finance Department

City Manager

Form Started By: Queen Thompkins

Final Approval Date: 06/09/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

06/08/2017 04:01 PM

06/09/2017 08:20 AM

Started On: 06/07/2017 11:55 AM

City of Fort Pierce

Fleet Menu Pricing



FLEET MANAGEMENT

Class	Year	Make & Model	Description	Enterprise Delivered Price Including AME	Monthly Payment			Quantity	Initial
					Lease Payment	Monthly Full Maintenance	Total Monthly Payment		
Mid-Size SUV	2017	2017 Ford Escape S	4dr Front-wheel Drive (U0F)	\$20,161.00	\$338.23	\$30.00	\$368.23		
Full Size SUV	2017	2017 Ford Explorer Base 4dr 4x4	Base 4dr 4x4 (K8B)	\$29,324.00	\$487.81	\$30.00	\$517.81		
Cargo Van	2017	2017 Ford Transit 250	Base w/sliding Pass-Side Cargo Door High Roof 148in WB	\$31,161.00	\$520.29	\$30.00	\$550.29		
Passenger Van	2017	Ford Transit-350	XL w/60/40 Pass-Side Cargo-Doors Low Roof Wagon 15-Passenger	\$30,849.00	\$515.61	\$30.00	\$545.61		
Full Size Pick-up Truck	2017	Chevy Silverado 1500	WT 4x2 Regular Cab 8ft. Box 133in WB	\$21,339.68	\$358.22	\$30.00	\$388.22		
Full Size Pick-up Truck	2017	Chevy Silverado 1500	WT 4x2 Double Cab 6.6ft. Box 143.5in WB	\$22,578.95	\$379.89	\$30.00	\$409.89		
Full Size Pick-up Truck	2017	Ford F-150 Crew Cab	XL 4x2 Super Cab Styleside 8ft. bed 163 in. WB	\$25,982.00	\$432.29	\$30.00	\$462.29		

All Lease Payments based on 60-month Term to residual book value or RBV, and \$0 money down.

60 months 10,000 miles per year. Full Maintenance option includes all scheduled and non-preventive services and repairs over term excluding tires and brakes.

ALL TAX (if applicable) AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor

LESSEE City of Fort Pierce

BY: _____ TITLE: _____ DATE: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this first day of March, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Fort Pierce

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Johnna Morris
Title: Director of Finance

By: Brett Frazee
Title: Vice President

Address: 100 North US Highway 1
Fort Pierce, FL 34950

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of October, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Fort Pierce ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of October, 2016.

City of Fort Pierce (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this first day of March, 2017, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Fort Pierce ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the first day of March, 2017, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Fort Pierce

EFM: Enterprise Fleet Management, Inc.

By: Johnna Morris
Title: Director of Finance

By: Brett Frazee
Title: Vice President

Address: 100 North US Highway 1
Fort Pierce, FL 34950

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____

City Commission Regular Meeting

10.h.

Meeting Date: 06/19/2017

Re: Purchase of 2017 Schwarze A7 Tornado Street Sweeper, Piggyback Florida Sheriff's Association Contract No. FSA16-VEH14.0

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

SUBJECT:

Approval to piggyback the Florida Sheriff's Association Contract No. FSA16-VEH14.0, Specification No. 55, for the purchase of one (1) Schwarze A7 Tornado Street Sweeper from Southern Sewer Equipment Sales, Inc., Fort Pierce, FL, in accordance with the attached quote, for an amount not to exceed \$227,246.10.

SUMMARY:

The Public Works Department is seeking approval to purchase one (1) Schwarze A7 Tornado street sweeper. Southern Sewer Equipment Sales, Inc. is the South East vendor per the Florida Sheriffs Association Contract No. FSA16-VEH14.0.

Routine street sweeping is integral to keeping a properly functioning storm water system. Due to the age of the existing sweeping fleet, the Public Works Department currently only has one reliable machine that can be counted on to perform this task. Approval of this purchase will allow for two (2) full time sweepers to complete scheduled maintenance routes in a timely fashion.

RECOMMENDATION:

The Public Works Department recommends approval of this purchase.

ALTERNATIVES:

Staff will proceed as directed by the commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Engineering & Purchasing Departments

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2017

Account: 403-4300-538-6430

Amount: \$227,246.10

FISCAL IMPACT:

Funds are available for this purchase. Account # 403-4300-538-6430

Attachments

Sweeper Quote

Form Review

Inbox

Finance Department

City Manager

Form Started By: Keith Roberts

Final Approval Date: 06/09/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

06/08/2017 01:42 PM

06/09/2017 01:52 PM

Started On: 06/05/2017 03:30 PM



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946
(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. Keith Roberts
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34982
Via email: kroberts@city-ftpierce.com

April 13, 2017

Dear Mr. Roberts,

Southern Sewer Equipment Sales is pleased to present the opportunity for the City of Fort Pierce to purchase a Schwarze A7 Tornado Regenerative Air Street Sweeper, from the Florida Sheriff's Contract No. FSA16-VEH14.0, Specification#55. Please review the following equipment list for this unit:

Base Price for New Schwarze A7 off Florida Sheriffs Bid: \$229,936.00

Standard Equipment:

8.4 Cubic Yard Steel Hopper
Drop Down Hopper Screens
Twin Dump Cylinders, 51 Degrees
Hydraulic Rear Door with Locks
Two Body Props
Dual 20" x 32" Water Tight Inspection Doors
External Dump Switches
Abrasion Resistant Steel in Critical Wear Areas
Whisper Wheel Fan System
90" x 36" Sweeping Head with Rubber Blast Orifice
Bolt In Pressure & Transition Tubes
14" Diameter Pressure Hose
Sweeps in Reverse
Doublewide Full Length Carbide Drag Shoes
115 HP Diesel Auxiliary Engine, Tier IVF with Shroud Enclosure
Fuel Water Separator
Auxiliary Engine 2 Year Warranty
12V DC Auxiliary Hydraulic Pump
Dual Gutter Brooms with Standard Tilt
Dust Control System, 250 Gallon Polyethylene Water Capacity
Twin Electric Diaphragm Water Pumps with Inlet Restriction
60 PSI, 6 GPM
25' Fire Hydrant Fill Hose
Water Spray Nozzles: 5 at Pick Up Head, 2 Inside Hopper,
2 at Gutter Broom, 2 in Suction Tube, 2 at Front Axle
Air Purge System for Water Lines

Instruments in Cab on Swivel Console for Left or Right Sweeping
 Keyed Ignition
 Electronic Throttle
 Leaf Bleeder
 Oil Pressure Gauge
 Water Temperature Gauge
 Voltmeter, Tachometer, Hour Meter
 Back Up Alarm
 Single Camera System
 LED Rear Mounted Strobe Light with Guard
 2) Rear LED Alternating Flashing Lights
 Slow Moving Vehicle Emblem
 Fire Extinguisher
 Triangle Kit
 12 Month, 1200 Hours Sweeper Body Warranty

Optional Equipment:

Conventional Chassis in lieu of Cabover Chassis	(20,378.00)
Additional LED Strobe Light with Guard	\$635.00
2) Rear LED Floodlight (Each)	\$604.00
Arrowboard	\$796.00
Hopper Dump Assist Shaker	\$1,320.00
Gutter Broom-Drop Down for Right and Left Side	\$2,580.00
Extra Water Capacity, 600 Gallons Total	\$3,647.00
Dual Camera System in lieu of Single Camera	\$297.00
Hopper Sound Suppression	\$766.00
Front Spray Bar	\$670.00
Hydraulic Filter Restriction Alarm and Indicator	\$302.00
High Strength Stainless Steel Hopper, Lifetime Guarantee (unpublished option, includes 2% discount)	\$6,071.10

Mounted On:

2017 Freightliner M2
 33,000 GVWR
 200 HP Diesel Engine
 Automatic Transmission
 Dual Steer

TOTAL PRICE FOR SCHWARZE MODEL A7 SWEEPER: \$227,246.10

Delivery and training are included.

Southern Sewer Equipment Sales appreciates the opportunity to supply this equipment to the City of Fort Pierce. If we may be of any further assistance, please feel free to contact Joey Westberry at (772) 834-8201.

Sincerely,

Jenny Mitchem

Jenny Mitchem
 Executive Sales Coordinator
 jm/mjc

City Commission Regular Meeting

10.i.

Meeting Date: 06/19/2017

Re: Approval of Change Order No. 1 to Bid No. 2016-016, Furnish and Install Asphaltic Concrete

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Change Order No. 1 for Bid No. 2016-016 Furnish and Install Asphaltic Concrete for 2017 Street Resurfacing needs to Lynch Paving of Okeechobee, Fl. in an amount not to exceed \$250,520.00.

SUMMARY:

The change order covers compensation to resurface the following streets identified under 2017 street resurfacing pending approval by the City Attorney. Jersey Ave from 13th Street to 17th Street

- Indiana Ave from 13th Street to 17th Street
- Havana Ave from 13th Street to 17th Street
- 15th Street from Jersey Ave to Georgia Ave.
- 10th Street from Georgia Ave to Ohio Ave.

RECOMMENDATION:

Approval

ALTERNATIVES:

Wait for additional funding and resurface these streets at a later date.

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Manager

COORDINATED WITH:

Bob Gent, Lynch Paving

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2016-17
Account: 001-6000-513-6310
Amount: 250,520

FISCAL IMPACT:

This change order was budgeted under street resurfacing needs for fiscal year 2016-17.

Attachments

Change Order No. 1

Form Review

Inbox

Finance Department

City Manager

Form Started By: Ed Seissiger

Final Approval Date: 06/09/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

06/08/2017 01:40 PM

06/09/2017 01:51 PM

Started On: 06/06/2017 11:10 AM

CHANGE ORDER NO. 1

Furnish and Install Asphaltic Concrete
2017 Street Resurfacing

Bid No. 2016-016

DATE: May 23, 2017

CONTRACTOR: Lynch Paving and Construction Company

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	\$ 250,000
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	\$ 241,862.21
NET CONTRACT AMOUNT INCREASE RESULTING FROM THIS CHANGE ORDER	:	\$ 250,520.00
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	\$ 492,382.21
CURRENT CONTRACT EXPIRATION DATE	:	July 13, 2017
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	September 30, 2017

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for additional street resurfacing to be added to the original contract. The streets to be resurfaced are as follows:

1. Jersey Avenue from 13th Street to 17th Street
2. Indiana Avenue from 13th Street to 17th Street
3. Havana Avenue from 13th Street to 17th Street
4. 15th Street Jersey Avenue to Georgia Avenue
5. 10th Street Georgia Avenue to Ohio Avenue

All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
1. Milling of existing asphalt	SY	4,100	\$7.50	\$30,750.00
2. Tack coating	Gal	450	\$8.50	\$3,825.00
3. Asphalt Type SP-9.5	TN	1,175	\$161	\$189,175.00
4. Furnish and Install Thermoplastic Striping	LS	1	\$26,770	\$26,770
NET INCREASE BY THIS CHANGE ORDER				\$250,520.00

III. JUSTIFICATION:

These streets were chosen from the City of Fort Pierce Street Inventory and Conditions Report and rated in "poor" condition.

IV. PAYMENT:

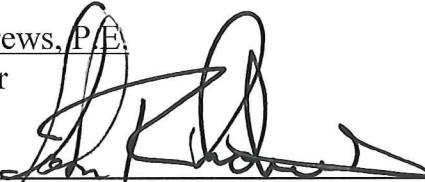
This change order work will increase the existing contract price by \$250,520 which will be funded by Account No. 001-6000-513-6310.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: 
Signature

Date: 5/23/17

APPROVED AS TO FORM AND CORRECTNESS:

James M. Messer, Esq.
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

Robert P. Gent, Vice-President
Lynch Paving and Construction Company

By:

Signature

Date:

City Commission Regular Meeting

10.j.

Meeting Date: 06/19/2017

Re: Commissioner Perona travel

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of \$1358.48 for Commissioner Perona to attend the FMEA Annual Conference being held on July 18 - 21, 2017 in Ponte Vedre Beach, Florida.

SUMMARY:

Approval of travel expenses in the amount of \$1358.48 for Commissioner Perona to attend the FMEA Annual Conference being held on July 18 - 21, 2017 in Ponte Vedre Beach, 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: 00110005114030
Amount: 1353.48

OTHER INFORMATION:

Approval of travel expenses in the amount of \$1358.48 for Commissioner Perona to attend the FMEA Annual Conference being held on July 18 - 21, 2017 in Ponte Vedre Beach, Florida.

Attachments

2017 FMEA Travel

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/09/2017 01:51 PM
Form Started By: Caleta Scott		Started On: 06/06/2017 09:21 AM

Final Approval Date: 06/09/2017

REGISTRATION INFORMATION

Florida Municipal Electric Association
 PO Box 10114
 Tallahassee, FL 32302
 850-224-3314
 850-224-2831 fa:

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION

Sawgrass Marriott Golf Resort &
 1000 PGA Tour Blvd
 Ponte Vedra Beach, FL 32082
 904-285-7777
 904-285-0906

DATE: **MAY 31, 2017**

1. TRAVELER'S NAME: Thomas Perona
 2. DEPARTURE DATE: 7/18/2017
 3. RETURN DATE: 7/21/2017
 4. DESTINATION: Ponte Vedra Beach, FL
 5. CODE CHARGE: 001-1000-511-40-30
 6. AMT BUDGETED: 7500

DEPARTMENT: City Commission
 DEPARTURE TIME: 12:00 PM
 RETURN TIME: 2:00 PM
 PURPOSE: FMEA Annual Conference

7. BALANCE AVAILABLE: \$ 1910.00

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

* REGISTRATION FEE:
 * HOTEL BILL: Confirmation # **32JWLNZT**
 BAGGAGE ALLOWANCE (\$5 PER PERSON)
 * COMMUNICATION:
 * FARES: AIR FARE
 * TAXI, BUS
 * CAR RENTAL
 * MILEAGE @ 0.54 436
 * GASOLINE EXPENSE
 * TOLL ROAD FEES OR PARKING FEES
 * MISC. EXPENSES
 MEALS
 1 BREAKFAST @ \$8.00
 1 LUNCH @ \$8.00
 2 DINNER @ \$20.00
 SPECIAL LUNCHEON/BANQUET
 6.5% STATE TAX
 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
550.00			
	495.00		
		5.00	
		235.44	
		8.00	
		8.00	
		40.00	
		0.00	
		3.64	
		8.40	

RECEIVED
 TIME
 JUN 06 2017
 CITY OF FT. PIERCE
 CITY MANAGER'S OFFICE

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	550.00	495.00	308.48	
---------------	--------	--------	--------	--

ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: *Kindra Cox*
 DEPARTMENT SUPERVISOR

 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
 REV 1/16 DLN



The FMEA Annual Conference

July 18-20, 2017 • Ponte Vedra



**Hotel registration
deadline:
June 16, 2017**

Address: 1000 Pga Tour Blvd,
Ponte Vedra Beach, FL 32082
Main Phone: (904) 285-7777



To make hotel reservations, please call the Sawgrass Marriott reservations department at 800-457-4653. Identify yourself as attending the Florida Municipal Electric Association Conference. Online reservations: <https://aws.passkey.com/go/fmea2017>

Room rates:

Single or double: \$165/night

All rates are subject to state and local taxes, fees and assessments, currently 10.5% and are subject to change without notice. The special group rate is extended three days before and three days after the conference group dates, subject to room and rate availability. Reservations received after June 16, 2017, are subject to room and rate availability.

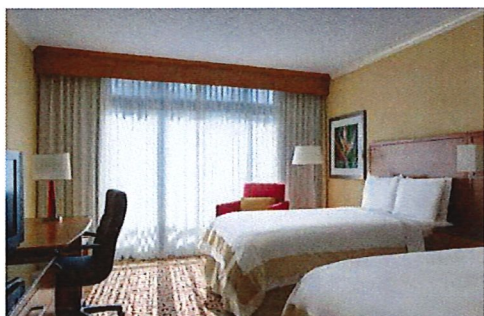


Parking:

Complimentary self-parking is available. The valet parking rate is \$24/night plus tax.

Service & Internet Charges:

Complimentary guestroom internet access is available in all guest sleeping rooms. Gratuities are at the individual's discretion.



There is an optional daily resort fee of \$25 available at check-in that includes unlimited local and domestic long distance phone calls; a \$10 valet parking credit; Spa and Cabana Beach Club fitness classes; two bottles of water in room; two complimentary cocktails or one appetizer in Lobby Bar; complimentary two-hour bike rental, up to four bikes; 10% off all Sawgrass Spa & Resort Specialty shop retail purchases; golf bag storage at the resort; and \$50 credit for a private lesson at the TOUR Academy. This resort fee is completely optional for guests.

Check-in/Check-out times:

Check-in time at the Sawgrass Marriott is after 4:00 p.m. Checkout time is 11:00 a.m.

Cancellation policy:

All reservations must be accompanied by a first night room deposit or guaranteed by a valid major credit card at time of reservation. Any guaranteed reservation not cancelled 72 hours prior to arrival will be subject to one night room and tax cancellation fee.





The FMEA Annual Conference

July 18-20, 2017 • Ponte Vedra



This is my first time attending the FMEA Annual Conference

Pre-registration deadline: June 16, 2017

Attendee Information

Admittance to all functions will be by ticket and name badge only. Spouses/guests must register to receive name badges for entrance into all social functions. Please call the hotel directly to reserve your hotel room at (800) 457-4653.

Name THOMAS K PERONA
 Nickname for badge TOM Job title CITY COMMISSIONER
 Organization CITY OF FORT PIERCE
 Mailing address 100 N US HWY 1
 City FORT PIERCE State FL Zip (+4) 34950
 Phone 772-467-3065 Fax 772-467-3841
 E-mail tperona@city-ftpierce.com Cell phone _____
 Confirmation E-mail (if different) cscott@city-ftpierce.com

Registration Fees

Registration fees are per person, and include name badge, conference session admission, and a ticket for the Thursday Luncheon and Annual Banquet. Separate registration and fee required to attend the pre-conference meeting. Spouses/guests must register to receive name badges and attend social functions. Qualified sponsors write "comp." See Sponsor Memo at www.publicpower.com/annual-conference for details.

	Before June 16	After June 16	On-Site	Amount
General Conference Registration				
<input checked="" type="checkbox"/> FMEA Municipal Utility Member	\$550	\$575	\$600	\$ <u>550</u>
<input type="checkbox"/> FMEA Associate Member	\$625	\$650	\$675	\$ _____
<input type="checkbox"/> Non-Member	\$900	\$925	\$950	\$ _____
Additional Conference Functions				
<input type="checkbox"/> Pre-conference Seminar: State & Federal Legislative Process	Free			
<input type="checkbox"/> Pre-conference Seminar: Operational Support & Distribution Services	Free			<u>0</u>
<input type="checkbox"/> Fellowship Breakfast	\$25	\$25	\$25	\$ _____

For Spouse/Guest registration, additional Fellowship Breakfast tickets or Banquet tickets registration, please fill out the Spouse/Guest form.

Total due: \$ 550

Payment Information

Payment enclosed: Enclosed is a check for _____ \$ _____

Please make checks payable to: **Florida Municipal Electric Association.**

Please charge my: Visa MC AMEX in the amount of: \$ _____
 Card No. _____ Exp. Date _____ CVV Code _____
 Cardholder name _____ Zip Code _____ Phone _____
 Signature _____

Please invoice FMEA Member listed above for the total listed on this page only. (Available for FMEA Members only.)

Cancellations and refund requests are subject to a nonrefundable 15% administration fee and must be requested in writing and received by FMEA before July 7, 2017. Because of hotel guarantee requirements, refunds of registration fees, tickets and special events will not be made after this date. No-shows will not be refunded. Special accommodations: If you require special accommodations at this conference, call the FMEA office at (850) 224-3314, ext. 3.

For FMEA Use Only	
Received _____	Amount _____
Ack. Sent _____	Balance Due _____
Check/Visa/MC/AMEX _____	

Please return by June 16, 2016 to:

Email: bthompson@publicpower.com

Mail: FMEA

P. O. Box 10114

Tallahassee, FL 32302-2114

Fax: (850) 222-0358



2017 FMEA Conference Agenda Overview

Tuesday, July 18	
1:00 – 5:00 pm	Registration Desk Open
	Pre-conference Seminars
2:00 – 4:00 pm	<p>Operational Support and Distribution Services, Jacob Williams, General Manager and CEO, FMPA, Orlando <i>Municipal utilities in Florida—and around the country—are facing a workforce shortage and high demand for essential field personnel to operate and maintain distribution systems. The sudden departure of key personnel can be a serious problem, even threatening the viability of some municipal utilities. In addition, changing customer expectations and new technologies are driving the need for higher levels of service, reliability and outage restoration. A variety of options will be explored to address these issues. Be part of narrowing down the options and setting the direction for a significant expansion of operational support and distribution services for Florida’s municipal utilities.</i></p>
3:00 – 4:30 pm	<p>State and Federal Legislative Process, Amy Zubaly, Interim Executive Director, FMEA, Tallahassee, & Michael Nolan, President, MJN Consulting, Washington, D.C.</p> <p><i>The state and federal legislative process can be complicated and daunting. How does an idea work its way through the process to become law? What opportunities exist to stop a bad bill? How are these processes different at the state vs. federal level? What do acronyms and words such as “TP,” “PCB,” and “cloture” mean? How can YOU, as part of the public power community, influence this process? Learn answers to these questions and more at this pre-conference seminar.</i></p>
5:30 – 6:30 pm	Networking Reception for Colleagues and Sponsors
Wednesday, July 19	
7:30 – 5:00 pm	Registration Desk Open
7:30 am	FMPA Board of Directors Continental breakfast
8:00 am	FMPA Board of Directors Meeting
8:30 am	FMPA Executive Committee Meeting (or immediately following Board of Directors Meeting)
8:30 – 10:15 am	FMPA Meetings

10:30 – 12:30 pm	FMEA Board of Directors meeting and lunch
1:00 – 1:30 pm	Ice Cream Social
1:30 – 4:30 pm	Opening General Session
1:45 – 2:45 pm	<p>An Insider’s View of Florida Politics and the Florida Legislature, The Honorable Jack Latvala, Florida Senate Appropriations Chair, District 16, Pinellas/Pasco</p> <p><i>Senator Jack Latvala (R-District 16) is one of the most influential legislators in Florida. He’s one of the few Floridians who’s been returned by voters to the State Senate on two separate occasions, first serving from 1994-2002, and then returning in 2009 to present when he was motivated to run again because the Florida House of Representatives voted to allow oil drilling within three miles of the Gulf beaches. During his first term, he was named by the Wall Street Journal as a rising star and was consistently ranked as one of the top 10 most effective Senators in an annual survey by the Miami Herald.</i></p> <p><i>Today, Senator Latvala serves as the powerful Chairman of the Senate Appropriations Committee. Combining both of his terms of service, more than 175 pieces of legislation he’s been a sponsor of, have become law. He’s even been called “the most powerful independent voice among Republicans,” voting on what he thinks is the best decision for Florida, not his party. He has been a solid champion on protecting the state’s precious environmental resources and a strong advocate of home rule.</i></p> <p><i>As a possible 2018 Gubernatorial Candidate, Senator Latvala has one of the most unique perspectives on Florida politics and the legislative process. He’ll share his “inside the trenches” stories from the 2017 legislative session and give us his predictions for the future.</i></p>
3:00 – 3:45 pm	<p>Competitive Pay; The Consequences of Public Power becoming a Minor League Farm Club for Coops and IOUs, Carl Mycoff, Managing Director, Mycoff, Fry & Prouse LLC, Conifer, CO</p> <p><i>Workforce retention is an area of critical concern for public power utilities. Public power utilities provide highly reliable electric service at comparably low cost, yet they also generally pay less than other electric utilities.</i></p> <p><i>This pay disparity threatens to undermine the public power advantage as qualified employees may be tempted to work for other utilities or may not even consider working for public power utilities to begin with.</i></p> <p><i>Learn what you can do at your utility to hire and retain highly qualified employees and be a competitive player in the workforce arena.</i></p>
3:45 – 4:30 pm	<p>A Florida Perspective on the Future of Energy, Carbon Regulation, and a Consumer-Centric Business Model, Lisa Johnson, CEO and General Manager, Seminole Electric Cooperative, Inc., Tampa</p> <p><i>Energy industry trends across the U.S. and here in the Sunshine State are changing quickly. Many challenges are looming that will change the way we operate our utility. Utility leaders and policymakers must stay up-to-date on these issues and implement solutions locally. Hear about some of these energy industry trends including advocacy and collaboration on policy matters, as well as the importance of providing value to the consumer.</i></p>

6:00 – 7:30 pm	D	Reception Honoring Elected and Appointed Officials
Thursday, July 20		
7:00 – 5:00 pm		Registration Desk Open
7:00 – 8:00 am		Fellowship Breakfast (separate ticket purchase required)
7:45 – 8:30 am	*	Continental Breakfast (<i>open to all conference attendees</i>)
8:30 am – Noon		Morning General Session
8:30 – 9:15		<p>Where is Solar Power Headed for the Sunshine State? Stephen Smith, Executive Director, Southern Alliance for Clean Energy, Knoxville, Tenn. <i>Generating electricity from the sun is a technology that all of us know well. While there is no state mandated renewable energy portfolio, solar energy in Florida is growing. Many utilities, including Florida public power utilities, are responding to their community's input and advancing solar projects in response to what their customers want. As a key advocate for solar power in Florida, Stephen Smith will share his thoughts and discuss how solar power development could unfold in the coming years in Florida.</i></p>
9:15 – 10:00 am		<p>Development of Small Modular Reactor (SMR) Technology for the Municipal Market, Douglas Hunter, CEO and General Manager, Utah Associated Municipal Power Systems, Salt Lake City, Utah <i>With environmental regulatory changes taking place nationally, municipal electric utilities need to explore options for future needs for baseload power. Many large coal plants that have provided stable baseload power supply for decades are nearing the end of their life cycles, and while the regulatory climate of the future of coal is uncertain, trends have turned away from the use of fossil fuels. Natural gas seems to be the preferred fuel of the future, but too much dependency on one fuel also raises concerns. And while the use of renewable energy, efficiency programs and distributed generation is increasing, electric utilities need to look at all options as they plan for the future to secure a reliable resource for long-term energy needs. Hear an overview of some of the environmental, regulatory and market changes facing municipal electric utilities, and how one utility is turning to small modular reactors to help them prepare for their future energy needs.</i></p>
10:15 – 11:00		<p>You Can't Make This Up – An Insider's View of Washington, Michael Nolan, President, MJN Consulting, Washington, D.C. <i>One of our most popular speakers returns for an annual update on energy and politics in Washington, D.C. Michael Nolan will provide us with his insights regarding the latest on the new White House, Congressional agenda and the outlook on energy policy, including issues facing public power. Come with your toughest questions and be prepared for straight talk from the Washington insider.</i></p>
11:00 – Noon		<p>24 Hours Inside the President's Bunker: Leadership in a Crisis, Lieutenant Colonel Robert J. Darling, USMC (Ret.), Stafford, Va. <i>Lt. Col. Darling retired from the United States Marine Corps in 2007 with just over</i></p>

	<p><i>twenty years of active duty service. After an impressive early career piloting attack helicopters in Desert Shield, Desert Storm, and as a presidential pilot with Marine Helicopter Squadron One, he was handpicked in October 2000 to work for the White House Military Office, Airlift Operations Department.</i></p> <p><i>It was in this position that, during the attack of September 11, 2001, he supported the President, Vice President and National Security Advisor in the underground President's Emergency Operations Center (PEOC) and witnessed unprecedented leadership and decision making at the highest levels of our government.</i></p> <p><i>Lt. Col. Darling will chronicle these developments and share the principles of crisis leadership and decision making with an "edge of your seat" presentation that'll take you from the moment the attack was realized, to the courageous decisions made to stop it, to the safeguards and policies our country now has in-place in an attempt to prevent it from ever happening again.</i></p>
Noon – 1:30 pm	Luncheon
2:00 – 4:00 pm	<p>Afternoon Breakout Sessions</p> <ul style="list-style-type: none"> ▪ Legal Seminar ▪ Policy-Makers Forum ▪ Controlling Costs & Providing Outstanding Service for Today and Tomorrow
6:30 – 7:00 pm	Reception
7:00 – 9:00 pm	Annual Banquet

Sawgrass Marriott Golf Resort & Spa

1000 PGA TOUR Boulevard
Ponte Vedra Beach, FL 32082 US
Phone: 904-285-7777 Fax: 904-285-0906



Reservation for Tom Perona

Online Confirmation Number: 32JWLNZT

Check-in: Jul 18, 2017 (Check-in time: 4:00 PM)

Check-out: Jul 21, 2017 (Check-out time: 11:00 AM)

Dear Tom Perona,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Sawgrass Marriott Golf Resort & Spa

Reservation Details

Confirmation number: 32JWLNZT

Your hotel: Sawgrass Marriott Golf Resort & Spa

Check-in: Jul 18, 2017 (Check-in time: 4:00 PM)

Check-out: Jul 21, 2017 (Check-out time: 11:00 AM)

Room type: Standard Guestroom - 1 King or 2 Doubles

Number of rooms: 1

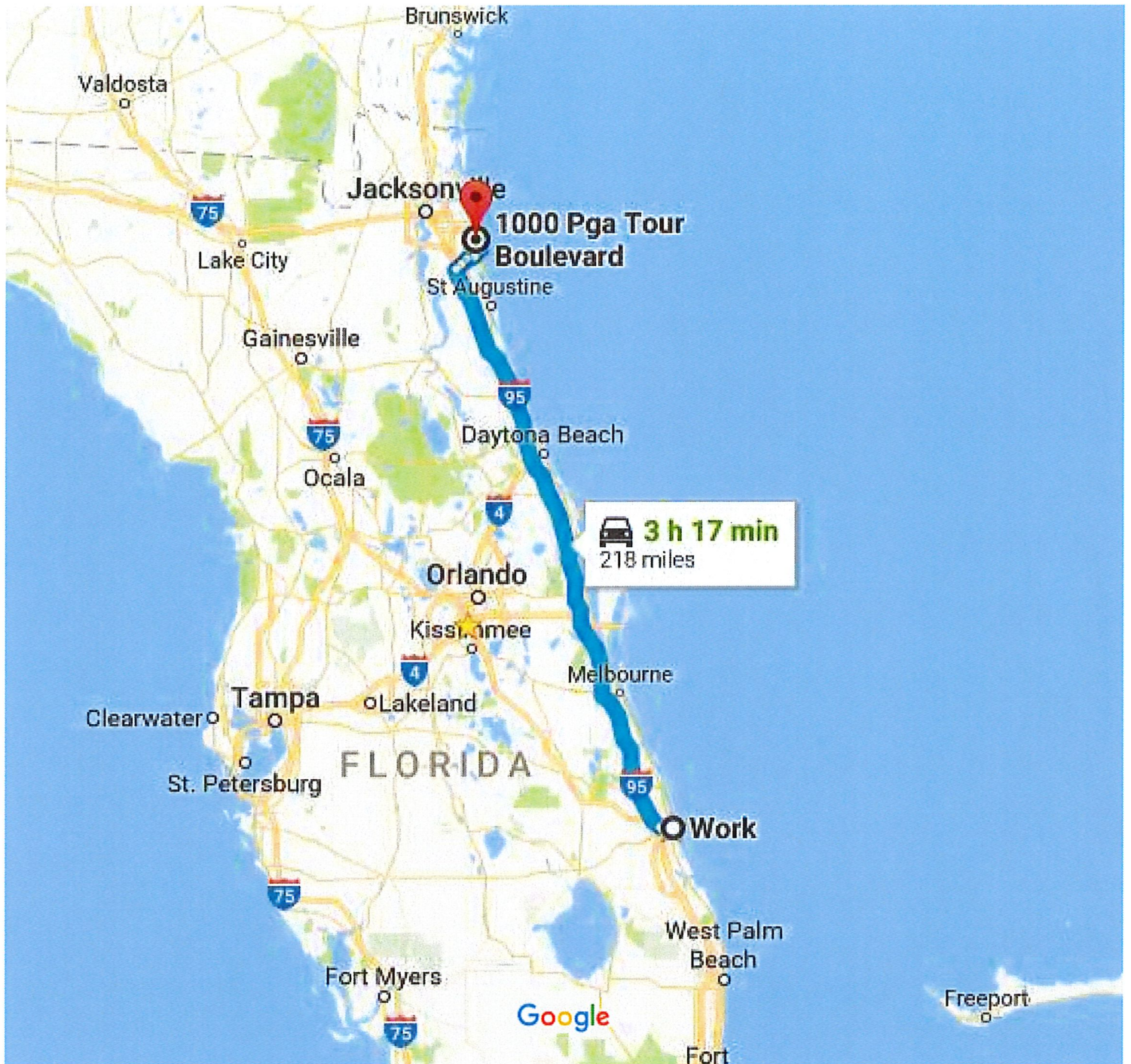
Guests per room: 1

Guest name: Tom Perona

Reservation confirmed: May 30, 2017

Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room (USD)
Jul 18, 2017 - Jul 21, 2017	165.00
Estimated taxes and fees	Room Rates shown do not include 6.5% State Tax, 4% County Tax (subject to change) and any applicable resort fees.
Total for stay (for all rooms) not including applicable taxes/fees	495.00
Add-Ons: Sawgrass Marriott Golf Resort & Spa will make every effort to accommodate the below requests, however they are not guaranteed.	
<ul style="list-style-type: none">K1	



Map data ©2017 Google, INEGI 50 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

City Commission Regular Meeting

10.k.

Meeting Date: 06/19/2017

Re: Additional Funds for Contracted Inspection Services - GFA (LM Engineering) RFP
No. 2014-017

Submitted For: Paul Thomas, Interim Building Official, Building

SUBJECT:

Approve increase of funds for the GFA Contract for Inspection Services in the amount of \$65,000.00.

SUMMARY:

The Building Department is requesting the use of additional Building Enterprise funds in the amount of \$65,000.00 to continue utilizing GFA contracted inspection services through the end of the fiscal year. This contracted service provides additional inspectors, enabling the Building Department to meet the demand for inspections for construction projects throughout the City.

RECOMMENDATION:

Staff recommends approval of request for additional funds for contracted inspection services.

ALTERNATIVES:

Approval is not provided and the Building Department would be unable to comply with remainder of GFA contract.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM Building Official

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: 420.290.524.34-90
Amount: \$65,000.00

OTHER INFORMATION:

None.

Attachments

GFA Orig Contract Ending 2017

Form Review

Inbox

Building

City Manager

Building

City Manager

Finance Department

City Manager

Form Started By: Karen Murphy

Final Approval Date: 06/13/2017

Reviewed By

Paul Thomas

Nick Mimms

Kaitlyn Ballard

Linda Cox

Johnna Morris

Nick Mimms

Date

06/05/2017 10:14 AM

06/09/2017 01:53 PM

06/09/2017 02:39 PM

06/12/2017 04:17 PM

06/13/2017 09:31 AM

06/13/2017 10:01 AM

Started On: 05/30/2017 03:46 PM

CITY OF FORT PIERCE *Florida*



PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierce.com

August 24, 2016

Mr. Paul Danforth, Regional Vice President
GFA International, Inc.
521 NW Enterprise Drive.
Port St. Lucie, FL 34986

RE: RFP No. 2014-017~ Alternative Plans Examiners & Inspectors

Dear Mr. Danforth:

This is official notification to your firm that the **CITY OF FORT PIERCE** has agreed to extend your current contract with the **CITY OF FORT PIERCE** for **Alternative Plans Examiners & Inspectors** a period of twelve months beginning October 1, 2016 and ending on September 30, 2017. This represents the second of two (one-year) renewal options. This extension is granted under the same terms and conditions as the original contract for a total award not to exceed \$90,000.00. Purchase Order will be sent to you under a separate cover which covers this renewal period.

Please sign below to indicate acceptance and return by fax (772-467-3848) to my attention no later than **August 31, 2016 and mail hard copy**. We will need your Certification of Liability, Property Damage and Worker's Compensation. In addition, we will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy (See attached samples). **Certificates of Insurance must be completed as follows: Certificate Holder – City of Fort Pierce, Attn: Procurement Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability – City of Fort Pierce and its officials, officers and employees.**

August 24, 2016
Date

Georgia Montgomery
Georgia Montgomery, Purchasing Specialist
CITY OF FORT PIERCE

9/30/16
Date

CONTRACTOR:
GFA INTERNATIONAL DBA LM ENGINEERING
Thomas Montano
Signature

Branch Manager
Title

/gm
cc: Marc Meyers, Building Official
Kristie Kirstein, Senior Permit Specialist



Fort Pierce, Leading Engineering Solutions

February 3, 2014

City of Fort Pierce
Attention: Mr. Marc Meyers, Building Official
100 North US Highway 1
Fort Pierce, Florida 34954
Phone: (772) 460-2200 ext. 204
mmeyers@city-ftpierce.com

**RE: Consultant Agreement
Plan Review and Building Inspection Services
City of Fort Pierce – Building Department
City of Fort Pierce, St. Lucie County, Florida
GFA Proposal No.: 14-0267.00**

Dear Mr. Meyers:

Pursuant to our discussion regarding establishing a consultant agreement between GFA International, Inc. (GFA) and the City of Fort Pierce for Plan Review and Building Inspection services, we herein provide you with GFA's current executed contract with Town of Jupiter which was negotiated through the Consultant Competitive Negotiation Act (CCNA) process per FS 287.055. GFA understands that it is the city's desire to "piggy-back" off this contract in accordance with FS 287.056.

Kindly review the attached document and contact my office with any questions.

Sincerely,
GFA International, Inc.

Anthony Macaluso
Branch Manager

Attachment: Agreement between Town of Jupiter and GFA International (Dated 09/03/2013)

Project # 13.1446.00

BLD001-2013/DG

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
GFA International, Inc.

THIS CONTRACT, made this 3rd day of September, 2013, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and GFA International, Inc., 521 NW Enterprise Drive; Port St. Lucie, Florida 34986, State of Florida Corporation, hereinafter designated as "GFA International".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on July 17, 2013 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, GFA International has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found GFA International's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and GFA International in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

GFA International shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2013/DG entitled Plan Review, Inspection Services and Permit Technicians.

GFA International shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. GFA International shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town which are described in **Exhibit "A"** entitled "Scope of Work & Services to be Provided by VENDOR", and which **Exhibit "A"** is incorporated by reference as if fully set forth herein. The requirements contained in the attached **Exhibit "A"** are in addition to, any other performance requirements relative to the Scope of the Services and the Work to be performed by GFA International which are contained in the RFP BLD001-2013/DG, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by GFA International, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of GFA International, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, GFA International shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with GFA International, its subcontractors, its agents, or employees, and committed in connection with GFA International's performance, of any services performed hereunder.

GFA International shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, , ordinance of regulation by GFA International, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

GFA International shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

GFA International is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND GFA International, its employees or, during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify GFA International of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit GFA International's records as such records relate to the services and the CONTRACT between the TOWN and GFA International. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of GFA International which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed by law.

Audits:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

GFA International, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise GFA International, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

GFA International shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. GFA International recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize GFA International, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

521 NW ENTERPRISE DR.
PORT. ST. LUCIE, FL 34986

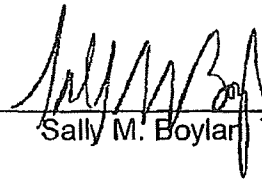
18. SEVERABILITY

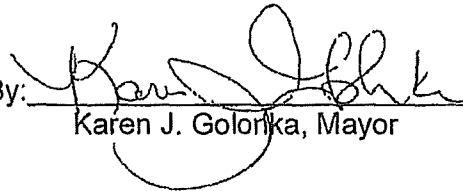
Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

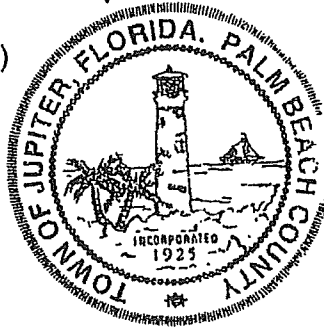
ATTEST

THE TOWN OF JUPITER

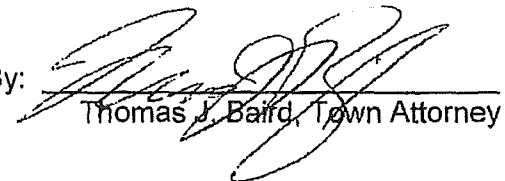
By: 
Sally M. Boylan, Town Clerk

By: 
Karen J. Golonka, Mayor

(TOWN SEAL)

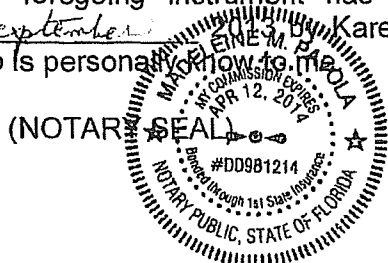


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 11th day of September, 2013, by Karen J. Golonka, as Mayor of the Town of Jupiter, and who is personally known to me.



Madeleine M. Pavola
Notary Public, State of Florida

ATTEST

By: [Signature]

GFA INTERNATIONAL, INC.

By: [Signature]
Printed Name: Paul H. Darforth
Title: REGIONAL V.P.

STATE OF FLORIDA
COUNTY OF

The foregoing instrument has been acknowledged before me this 13TH day of September 2013 by Paul H. Darforth, as Regional V.P. of GFA INTERNATIONAL, INC. He/she is personally know to me or has produced Pictured ID as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida

p:\docs\26503\00001\doc\1gx304203.docx

NOTARY PUBLIC-STATE OF FLORIDA
Sharon L. Pickett
Commission # DD977884
Expires: APR. 01, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

TOWN OF JUPITER

RFP-BLD001-2013/DG

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>59.00</u> PER HOUR
		M, E, or P	\$ <u>59.00</u> PER HOUR
		1+2 FAMILY	\$ <u>59.00</u> PER HOUR
		MULTI	\$ <u>68.00</u> PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>59.00</u> PER HOUR
		M, E, or P	\$ <u>59.00</u> PER HOUR
		1+2 FAMILY	\$ <u>59.00</u> PER HOUR
		MULTI	\$ <u>68.00</u> PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ <u>83.00</u> PER HOUR
		M, E, or P	\$ <u>83.00</u> PER HOUR
		1+2 FAMILY	\$ <u>83.00</u> PER HOUR
		MULTI	\$ <u>95.00</u> PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>59.00</u> PER HOUR
		M, E, or P	\$ <u>59.00</u> PER HOUR
		1+2 FAMILY	\$ <u>59.00</u> PER HOUR
		MULTI	\$ <u>68.00</u> PER HOUR

Proposer: GFA International, Inc. Date: 07/16/13

TOWN OF JUPITER

RFP-BLD0001-2013/DG

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ 83.00 PER HOUR
		M, E, or P	\$ 83.00 PER HOUR
		1+2 FAMILY	\$ 83.00 PER HOUR
		MULTI	\$ 95.00 PER HOUR

Proposer: GFA International, Inc. Date: 07/16/13

TOWN OF JUPITER

RFP-BLD0001-2013/DG

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
9.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. AS NEEDED BASIS PERMIT TECHNICIANS	\$ 34.00 PER HOUR

Proposer: GFA International, Inc. Date: 07/16/13

City Commission Regular Meeting

11.a.

Meeting Date: 06/19/2017

Re: Sign Ordinance Amendments

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

SUBJECT:

Legislative Hearing - Ordinance No. 17-019 Amending Chapter 15 - Signs and Billboards revised to include an increased number of signs and days allowed for placement. SECOND READING

SUMMARY:

A recent decision of the United State Supreme Court mandated that all ordinances regulating signs must be "content neutral". The proposed amendments remove or amend all content based regulations and regulate strictly based upon type, size, placement and zone.

RECOMMENDATION:

Approve the proposed amendments as presented.

ALTERNATIVES:

Deny the proposed amendment in its entirety.
Recommend additional amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Planning Department staff
Building Department staff
Iola Mosley, Assistance City Attorney

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Map of Interchange District
Proposed Sign Ordinance
17-019

Form Review

Inbox
City Manager

Reviewed By
Nick Mimms

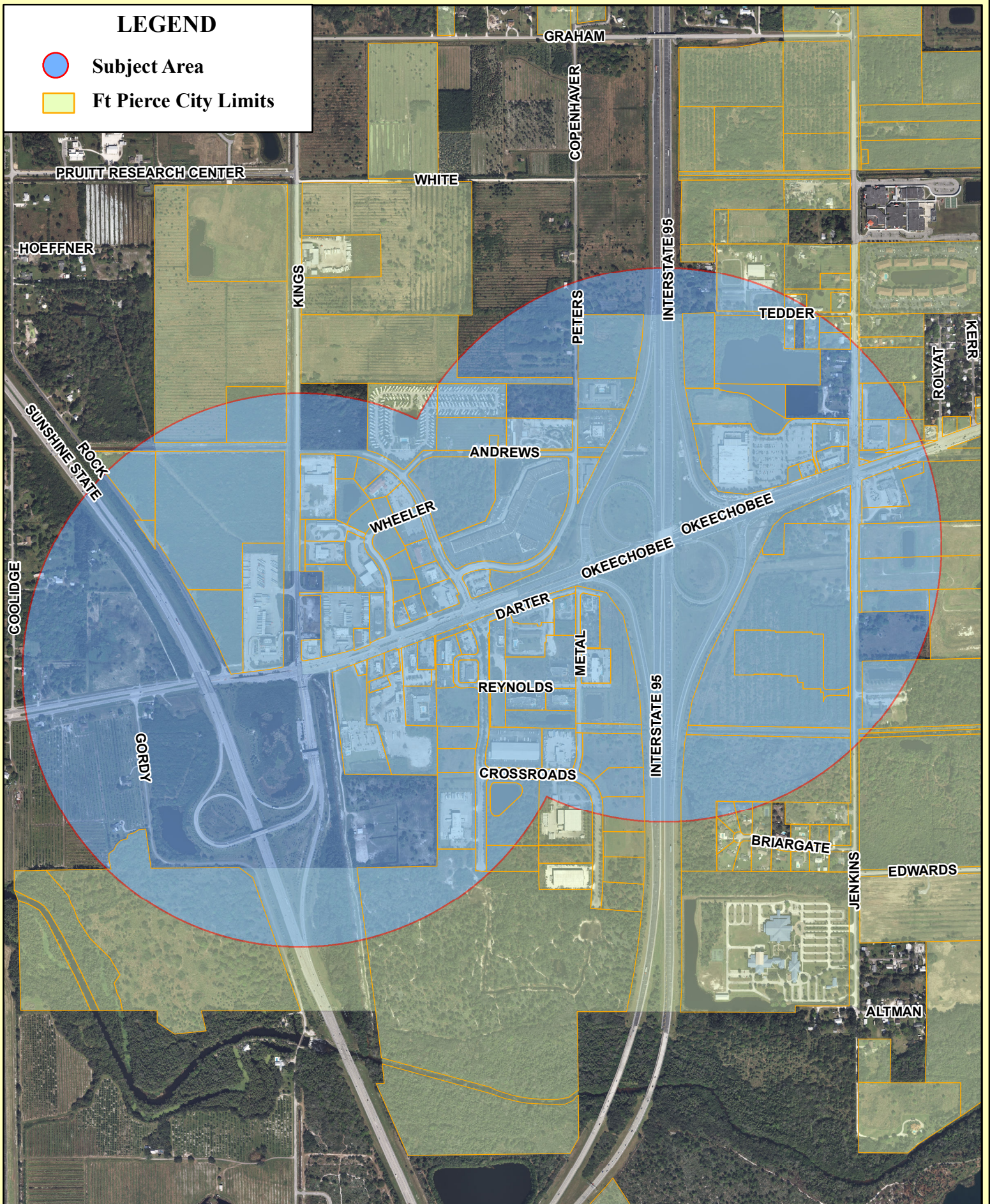
Date
05/30/2017 08:40 AM

Form Started By: Peggy Arraiz
Final Approval Date: 06/06/2017

Started On: 05/05/2017 09:43 AM

LEGEND

-  Subject Area
-  Ft Pierce City Limits



TEMPORARY SIGNS

APRIL 2017



This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from the City of Ft. Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey. Aerial photo taken January 2016.



PROPOSED SIGN ORDINANCE

**CITY COMMISSION
JUNE 5, 2017**



Reed v. Town of Gilbert

Decision by the United States Supreme Court that sign regulations can no longer be based upon a sign's content.

Examples of content based sign regulations:

- Political signs
- Real estate signs

Examples of regulations that are not content based:

- Size
- Location / zone
- Number

Amendment Summary

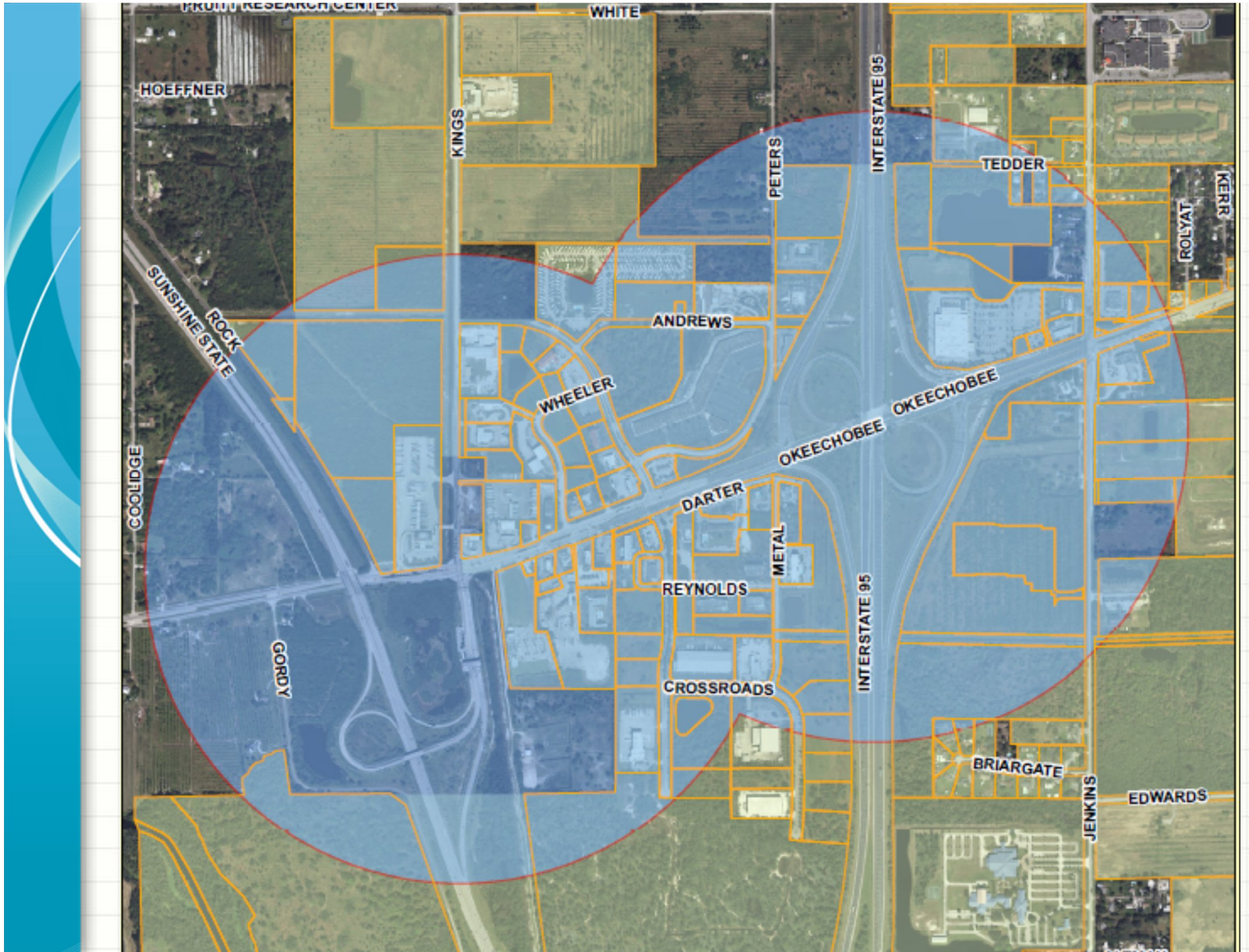
- Many definitions were deleted or condensed
- Annual inspection and inventory was deleted
- Procedure for addressing damaged signs was amended to reference our existing nuisance abatement procedures
- Removed all regulations that were content based
- Updated regulations for temporary signs
- Expanded the I-95 and Turnpike interchange district

Temporary Signs

- Allows for Special Event signs
 - Maximum of 50 signs
 - \$50 processing fee
 - May be placed in ROW
 - May be placed for up to 21 days
- Allows for one 'A-frame' sign on ROW
- Restricts pole banners to 25' apart, not on ROW and not in clear vision areas
- Restricts temporary signs to 25' apart in commercial districts
- Restricts temporary sign size:
 - Single family zones at 8 sq. ft.
 - All other zones at 32 sq. ft.

I-95 / Turnpike Interchange District

- Area is expanded to include:
 - 1/2 mile of I-95 / Rt. 70 intersection
 - 1/2 mile of Turnpike / Rt. 70 intersection
 - 1/2 mile north and south of Rt. 70 between the two interchanges
- Signs may not exceed 65 ft in this district
 - Current signs exceeding 65 ft will become non-conforming signs





Questions or Comments?

ORDINANCE NO. 17-019

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 15 – SIGNS AND BILLBOARDS** BY AMENDING SEC. 15-1 – DEFINITION; 15-2 – PURPOSE AND INTENT; AMENDING SEC. 15-3 – ADMINISTRATION AND ENFORCEMENT; AMENDING SEC. 15-4 – NONCONFORMING SIGNS; AMENDING SEC. 15-5 – PROHIBITED SIGNS OR SIGN CHARACTERISTICS; AMENDING SEC. 15-6 – REGULATION; DELETING SEC. 15-7 – PERMITTED TEMPORARY SIGNS; AMENDING SEC. 15-8 – PERMITTED PERMANENT SIGNS; AMENDING SEC. 15-9 – PERMIT PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the regulations of buildings and structures through zoning is a valid use of the police power; and

WHEREAS, the regulation of signs is validly justified on the basis of conserving the value of property and encouraging the most appropriate use of land throughout the community; and

WHEREAS, it is the intent of the City Commission of the City of Fort Pierce to protect and preserve the aesthetic qualities of the community, and the health welfare and safety of the citizens by regulating the placement, installation, size and maintenance of signs.

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

SECTION 1. Chapter 15 – Signs and Billboards of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read hereinafter as follows:

Chapter 15 - SIGNS AND BILLBOARDS

Sec. 15-1. - Definitions.

The following definitions shall apply in this chapter:

Advertising structure: A sign or sign structure erected or intended for advertising purposes, with or without advertisement displayed thereon, situated upon or attached to real estate, upon which any poster, bill, printing, painting or device is fastened, affixed or displayed.

“A” frame or sandwich sign: A portable upright, rigid supporting sign in the form of a triangle or an inverted V.

Animated sign: A sign which depicts action or motion or which changes color. An animated sign differs from a flashing sign in that it uses movement to create a special effect or scene, rather than as an attention-getting technique.

~~*Attraction board:* (See reader board).~~

Banner sign: A sign made of cloth, fabric, paper, non-rigid plastic or similar type of material.

Billboard: (See off-premises sign).

Completely obliterated: Means not only complete removal of old signage such that it will not be visible, but also that restoration of the wall area upon which the signage was

affixed shall be in the same color, and of the same texture, and materials as the rest of the wall.

Construction project sign: A temporary sign identifying an active construction project.

~~*Detached sign:* (See ground sign).~~

Directional sign:

- (1) A sign erected by an official government agency to denote the name of any thoroughfare; to point out the route to any city, educational institution, public building, historic place or hospital; to direct and regulate traffic; and to denote any railroad crossing, bridge or other transportation facility for the convenience and safety of the general public.
- (2) A sign giving directions or information about an establishment without advertising except that business logos are permitted. Such name and/or logo shall not exceed fifty (50) per cent of sign area. Directional signs may be used to identify entrances, exits, parking areas, clearances, standpipes, business hours, restrictions and traffic directions and order boards.

~~*Director:* The city manager or that person to whom is charged the interpretation, administration or enforcement of this chapter.~~

~~*Double-faced sign:* A sign with two (2) faces, back-to-back.~~

Facade: (See wall face).

Flag of the United States of America: Often referred to as the American flag, it consists of thirteen equal horizontal stripes of red (top and bottom) alternating with white, with a blue rectangle in the canton (referred to specifically as the "union") bearing fifty small, white, five-pointed stars arranged in nine offset horizontal rows, where rows of six stars (top and bottom) alternate with rows of stars.

Flag – all other: a piece of cloth or similar material, typically oblong or square, attachable by one edge to a pole or rope and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Flashing sign: Any sign which contains a continually intermittent or sequential flashing light source.

~~*Flat sign:* (See wall sign).~~

~~*Freestanding sign:* (See ground sign).~~

Ground sign: A sign affixed to the ground, either flush or on poles, and not attached to any building for support, which may include a reader board (also called a detached, pole or freestanding sign).

Group of establishments: Two (2) or more commercial, industrial or public establishments that share common frontage, access points, off-street parking, loading and identity containing one or more structures approved as a single development.

Illuminated sign: Any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.

Interchange of copy: The change or replacement of lettering on a sign without the replacement of the sign face itself.

Main street: An abutting public right-of-way which has the greatest vehicular design capacity or current traffic volume relative to all other abutting public rights-of-way.

Marquee: Any hood, awning or canopy of permanent construction which projects from the wall face of a building.

Marquee sign: A sign which is attached to a marquee.

Message sign: An electronically changeable sign upon which graphic displays, symbols or words can be varied upon the face or faces of the sign by a computer controller ~~to display time, temperature, public service and commercial information.~~

Mural: A painting or artistic work composed of graphics, photographs or arrangements of color, that displays a non-commercial message and is painted on the side of a building or similar rigid surface.

~~Nameplate: A sign indicating the name or address of the occupant or resident of the dwelling unit to which it is attached.~~

Obscene: Obscene means the status of material which the average person, applying contemporary community standards, would find, taken as a whole, appeals to the prurient interest, or depicts or describes, in a patently offensive way, sexual conduct, or taken as a whole lacks serious literary, artistic, political or scientific value.

Off-premises sign: Any sign which advertises a use, establishment, product or service that is sold, produced, manufactured or furnished at a place other than on the property on which said sign is located. (Also called an outdoor advertising sign or billboard).

On-premises sign: A sign which advertises or directs attention to a use or establishment located on-premises or a product or service available on-premises.

Out parcel: A parcel of property containing a single structure with one tenant located within a group of establishments which may be separately owned or leased from the owner of the group of establishments.

~~Outdoor advertising sign: (See off-premises sign).~~

Parapet: A false front or wall extension above the roof line.

Pedestrian sign: A sign which is attached to the underside of a cantilevered roof, portico or overhang that extends from the wall face of an establishment or use and covers a pedestrian passageway.

Pennant: Any relatively long, tapering flag or banner.

Pole banner. A banner that is attached to and displayed upon an upright pole or staff; also called a vertical banner or feather banner.

~~Pole sign: A ground sign which is supported by one or more poles, posts, columns, pyramids or other extensions from grade level.~~

~~Political sign: A temporary sign advertising a candidate for public office, a political party or a measure or issue scheduled for an election.~~

Portable sign: A moveable sign not secured or permanently attached to the ground. (Also a trailer, sidewalk "A" frame or sandwich sign).

Projecting sign: A sign which is affixed to and extends from the outside wall or facade of a building.

~~Pylon sign: A sign attached to or painted on the face of a vertical or horizontal extension of any face of a building constituting an integral part of the building structure.~~

Reader board: A sign upon which copy is manually changed periodically to advertise special sales or to otherwise convey a message to the public. ~~(Also called an attraction board).~~

~~Real estate sign: A temporary sign indicating that the lot on which the sign is located, or any building or structure located thereon, is for sale, rent or lease, but shall not include rooming house signs.~~

Roof sign: Any sign erected over or on the roof of a building.

~~Sidewalk or sandwich sign: (See portable sign).~~

Sign: Any exterior identification, description, illustration or device which directs attention to a product, service, place, activity, person, establishment, institution or business; or any emblem, painting, banner, pennant, placard or temporary sign designed to advertise, identify or convey information.

Sign areas:

(1) *Ground and projecting signs:* The entire area within and enclosed by the exterior perimeter of all cabinets or modules within a single, continuous

geometric figure, including but not limited to, all written copy, logos, symbols, decorative embellishments and border or roof treatments. This shall include all open areas within said perimeters and all space separating said cabinets or modules. Only one face (the largest) of any multiple-faced sign shall be counted in calculating sign area.

- (2) *Wall signs:* The entire area within a single continuous perimeter composed of squares, rectangles or other geometric figures which enclose the extreme limits of all sign elements affixed to the wall, including but not limited to, cabinet structures, written copy, logos, symbols and illustrations.

Sign face: The part of a sign that is or may be used for advertising purposes.

~~Sign structure: All the interrelated parts and materials, such as beams, poles, and mounts, which are constructed for the purpose of supporting or displaying a message or informative content.~~

~~Snipe sign: A small sign of any material including but not limited to paper, cardboard, wood or metal when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.~~

~~Special event sign: A sign which calls attention to a business promotion, grand opening, civic event or meeting or other similar activities of a temporary nature. For the purposes of this chapter, a banner constructed of cloth, paper or similar material shall be considered a special event sign.~~

~~Temporary sign: A sign which advertises, for a limited period of time, issues including but not limited to political candidates, parties or issues; active construction projects and proposed development projects; real estate for sale, rent or lease; business grand openings, sales events or other types of special events that do not require a special event permit under Chapter 12-301.~~

Trailer sign: An advertising structure mounted on skids, wheel or wheels, constructed for the sole purpose of advertising, licensed or unlicensed.

~~Tri-faced sign: A sign with three (3) faces, oriented back-to-back so as to form an equilateral triangle.~~

Vehicular sign: A sign affixed to a vehicle or trailer for the purpose of advertising. For the purposes of this chapter, such signs shall only be applicable when said vehicle or trailer is temporarily or permanently located on a parcel for the primary purpose of conveying a business message.

Wall face: The entire building front, including the parapet.

Wall sign: A sign erected parallel to the outside wall facade of any building including flat, painted, individual letter or cabinet signs. Mansard and marquee signs shall conform to wall sign provisions.

Window sign: A sign which is painted on or displayed within a storefront window or door.

Sec. 15-2. - Purpose and intent. .

~~(a) The purpose and intent of this chapter is to establish requirements for the replacement, installation and maintenance of signs, in order to protect and preserve the health, safety, welfare, appearance and general well-being of the citizens of Fort Pierce. As the regulations of buildings and structures through zoning is a valid use of the police power, so too is the regulation of signs since such signs in the literal sense must ordinarily be considered structures, and in a practical sense are capable of producing many of the same nuisances as are produced by buildings.~~

~~(b) The regulation of signs is further justified to insure the safety of the motoring public. It is the intent of this chapter to regulate the size and location of signs so that their purpose can be served without unduly distracting motorists and causing unsafe conditions.~~

- ~~(c) It is also the purpose and intent of this chapter to protect and preserve the aesthetic qualities of the community by regulating the placement, installation and maintenance of signs. The fact that such signs are intended to command visual contact grants to signs a proportionately greater role in determining the overall aesthetic quality of the community. The aesthetic impact of signs is an economic fact which may bear heavily upon the enjoyment and value of property; therefore the regulation of signs is validly justified on the basis of conserving the value of property and encouraging the most appropriate use of land throughout the community.~~
- ~~(d) Considering this, it is the intention of this chapter to authorize the use of signs which are:~~
- ~~(1) Compatible with their surroundings.~~
 - ~~(2) Appropriate to the type of activity to which they pertain.~~
 - ~~(3) Expressive of the identity of the individual proprietors or of the community as a whole.~~
 - ~~(4) Legible in the circumstances in which they are seen.~~

Sec. 15-3. - Administration and enforcement.

- (a) *General.* The requirements of this chapter shall be administered and enforced by the ~~director~~ City Manager or his / her designee.

~~(b) *Inspection; inventory.*~~

- ~~(1) *Initial inspection.* The director shall cause to be inspected each sign or advertising structure regulated by this chapter within six (6) months of the effective date of this chapter. Upon inspection, the director shall notify the owner or other person in control or possession of the real estate upon which said sign or advertising structure is located. Said notification to include:
 - ~~a. Maintenance and condition of said sign and requirements for repair or removal mandated by the provisions of this chapter.~~
 - ~~b. Identification of nonconforming signs and suggestions for correction.~~~~
- ~~(2) *Biannual inspection.* The director shall cause each sign or advertising structure regulated by this chapter to be inspected biannually for the purpose of insuring compliance with the provisions of this chapter. Upon such inspection, the director shall require the owner of any sign found to be in defective condition, or which does not comply with the terms, conditions and provisions of this chapter, to be repaired or removed within thirty (30) days from the date of notice of such defect; provided, however, that if the director shall ascertain and determine that the maintenance or use of such sign shall adversely affect the public safety, he may require the immediate removal at the owner's expense or prohibit the use of said sign until such defects shall have been remedied.~~
- ~~(3) *Inventory.* The director shall maintain an inventory of all signs or advertising structures regulated by this chapter. Such inventory shall be maintained by street address and shall contain such information as required by the director to effectively administer and enforce the provisions of this chapter.~~

~~(cb) *Removal of signs.*~~

- (1) *Vacant premises.* A sign shall be removed by the property owner or lessee of the premises when the establishment which it advertises is no longer active or shall replace the cabinet structure sign face with an opaque, blank face on both sides. Upon the premises becoming vacant, the owner or lessee thereof shall remove and keep the windows clean and free from any lettering or advertising signs of the previous business or profession. ~~Outdoor s~~Signs painted on or affixed to such premises advertising a previous business or profession shall be removed or completely obliterated after the premises becomes vacant. ~~"Completely obliterated" means not only complete removal of old signage such~~

~~that it will not be visible, but also that restoration of the wall area upon which the signage was affixed shall be in the same color, texture, and materials as the rest of the wall. If the owner or lessee fails to remove any such signs, or to modify the cabinet structure sign face as aforesaid, the director shall give the owner shall be given thirty (30) days' written notice to remove it. Upon failure to comply with said notice, the director shall authorize removal of the sign in accordance with the notice requirements of section 15-3(d) and the cost of removal assessed as a lien in accordance with the provisions of section 15-3(e). the sign shall be declared a nuisance and abated in accordance with Section 16-49 of the City of Fort Pierce Code of Ordinances.~~

~~(2) Prohibited, unlawful and nonconforming signs. At the termination of the time periods for which prohibited, unlawful or nonconforming signs are permitted to remain under this chapter, all such signs placed and maintained on public or private property in violation of this chapter shall be removed by the director in accordance with the notice requirement of section 15-3(d) and the cost of removal assessed as lien in accordance with the provisions of section 15-3(e).~~

~~(3) Maintenance. All signs and advertising structures regulated by this chapter shall be maintained in accordance with the provisions of Chapter 23 of the Standard Building Code, Chapter 5 of the City of Fort Pierce Code of Ordinances. The owner or lessee of any sign that is unsightly because of a deterioration or lack of maintenance shall be notified in writing and allowed thirty (30) days to correct said violations. Upon failure to comply with said notice, the director shall authorize removal of the sign in accordance with the notice requirement of section 15-3(d) and the cost of removal assessed as a lien in accordance with the provisions of section 15-3(e). the sign shall be declared a nuisance and abated in accordance with Section 16-49 of the City of Fort Pierce Code of Ordinances.~~

~~(4) Nuisance; abatement. Any sign which is erected, used or maintained in violation of this chapter is hereby declared to be a public and private nuisance and shall be forthwith removed, obliterated or abated by the director. in accordance with Section 16-49 of the City of Fort Pierce Code of Ordinances. For such purpose the director City staff or duly contracted vendor may enter upon private property without incurring any liability therefor. However, if any such sign bears the name of the owner thereof, and said owner holds an unexpired permit issued under this chapter, the said owner shall be given written notice of the violation in accordance with the provisions of section 16-49.15-3(d) and the cost of removal assessed as a lien in accordance with the provisions of section 15-3(e).~~

~~(d) Notice required prior to sign removal.~~

~~(1) The director shall not remove or order the removal of any sign erected and maintained on private property in violation of this chapter, or any unauthorized signs on public property other than temporary signs on a public right-of-way, except in emergency cases, without written notice delivered personally or by registered or certified mail. The notice shall be addressed to the owner or any co-owner of the property on which said sign is located and to the owner or lessee of the sign, as their names and addresses are shown upon the records of the building and code enforcement department. In the event that such notice is to be served by a law enforcement officer it shall be served on the owner where the sign is located or upon any agent of the owner thereof. In the event that said personal service upon the occupant of the property or upon any agent of the owner thereof cannot be performed after reasonable search and inquiry by such officer, then notice shall be accomplished by physical posting on the sign, where possible, or in a conspicuous place upon the property where the sign is located.~~

~~(2) The director shall file an affidavit of compliance with the above and his records of the matter.~~

~~(3) Said notice shall inform the owner or lessee of:~~

~~a. The nature of the violation of this chapter.~~

- ~~b. The requirements necessary to be fulfilled in order to comply with said chapter.~~
 - ~~c. The time period during which the alteration, repair or removal or other action shall be made to the sign in order to comply with this chapter.~~
 - ~~d. The fact that failure to comply will cause the owner or lessee to become liable for the cost of remedying the violation and that such cost, including advertising costs and other expenses will be imposed as a lien on the property on which the sign is located if not otherwise paid within the thirty (30) days after receipt of billing.~~
 - ~~e. The right to appeal the decision or order of the director to the board of adjustment by said owner or lessee within thirty (30) days receipt of the order. Such notice of appeal shall be in writing and delivered to the director.~~
- ~~(e) *Cost of removal assessed as lien.* If the owner or lessee fails to comply with the notice provided in section 15-3(d)(3)e. above, within thirty (30) days of the date it is served by actual or constructive services, the director shall cause such sign to be brought into compliance or removed (as the facts may warrant) and shall assess the cost of such compliance or removal to be charged as a lien against the land on which the sign existed. After causing the condition to be remedied, the director shall certify to the director of finance, the expenses incurred in remedying the condition and shall include a copy of the notice above described in section 15-3(d)(3)e. and a copy of the decision of the board of adjustment, if any, whereupon such expense shall become payable within thirty (30) days. After this certification, a special assessment lien charge will be made upon the property, which shall be payable at the rate of eight (8) per cent per annum from the date of such certification until paid. Such lien shall be enforceable in the same manner as provided in Chapter 170, Florida Statutes, as amended, and may be satisfied at any time by payment thereof including accrued interest. Upon such payment, the director of finance shall duly evidence the satisfaction and cancellation of such lien upon the record thereof. Notice of such lien, and satisfaction shall be filed in the office of the clerk of the circuit court and recorded in the official records of the county at the cost of the sign owner.~~
- ~~(f) *Emergency removal.* In cases where it reasonably appears that there is imminent danger to life or safety of any person unless a sign located on public or private property is immediately altered, repaired or removed, the sign is hereby declared unsafe. All such unsafe signs are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the International Property Maintenance Code, subject to all amendments, modifications or deletions, or other local ordinance, including Article III of Section 16 of the Fort Pierce Code of Ordinances. director shall, if time permits, document such facts with photographs and written reports and shall cause the immediate repair or removal of such sign. In such cases, the decision of the director shall be final. For this purpose, the director may at once enter such place where such sign is located, with such assistance and at such costs as the director deems necessary. The cost of such emergency repair or removal of such sign shall be collected in the same manner as provided in section 15-3(e).~~
- ~~(g) *Interpretations.* In any application of this chapter where a question of interpretation arises, the interpretation which most effectively accomplishes the objectives stated in section 15-2 shall prevail.~~
- ~~(h) *Conflict with building code.* If any conflict appears to exist in the application of this chapter and Chapter 23 of the Standard Building Code to the regulation of signs and advertising structures in the city, the provisions of this chapter shall prevail.~~
- ~~(i) *Appeals.* Any person aggrieved by a decision of the director in regard to the interpretation or enforcement of this section may, within thirty (30) days of said decision, apply to the board of adjustments of the city for appropriate relief. After hearing and decision by the board of adjustments, said aggrieved person shall have exhausted his administrative remedies.~~

Sec. 15-4. - Nonconforming signs.

- (a) *General.* Any sign or advertising structure within the city on the effective date of this chapter, or a sign or advertising structure existing within any area annexed to the city after the effective date of this chapter, which, by its height, ~~area-size, zone,~~ location, ~~or use or structural support~~ does not conform to the requirements of this chapter, shall be termed nonconforming.
- (b) *Continuation or removal.* All nonconforming signs or advertising structures properly permitted and conforming to the sign ordinances of the city in effect on July 1, 1980, or existing within any area annexed to the city after the effective date of this chapter may continue in use in accordance with the other provisions of this section. ~~All other nonconforming signs shall be removed within one year from the effective date of this chapter.~~
- (c) *Structural alterations.* Nonconforming signs shall not be structurally altered or enlarged unless they are made to conform with all the requirements of this chapter, except that substitution or interchange of copy may be permitted ~~until the expiration date for removal of said signs.~~
- (d) *Natural damage.* Nonconforming signs ~~that incur which are~~ more than fifty (50) per cent ~~damage to the sign structure structurally destroyed~~ by wind, deterioration or other damage shall be made to conform with all the requirements of this chapter, or be completely removed.
- (e) *Off-premises signs with less than the minimum separation.* Where two (2) or more off-premises signs, each of which was lawfully installed at its time of installation, are situated closer to each other than permitted by section 15-6(c), then all such signs except the one first installed in the city shall be nonconforming.

Sec. 15-5. - Prohibited signs or sign characteristics.

The following signs or types of signs shall be prohibited within the city except for those which are specifically authorized or required by the city commission, state law or court order:

- (1) Roof signs.
- (2) Portable or trailer signs.
- (3) ~~Sidewalk "A" frame~~ or sandwich signs that do not comply with Sec. 15-6(d)(1) of this Chapter.
- ~~(4) Pylon signs.~~
- ~~(5) Snipe signs.~~
- ~~(6)~~ Signs attached to any tree, shrub or plant that has the potential to damage the tree, shrub or plant.
- ~~(7) Banners and decoration, except as may be permitted as a special event sign.~~
- ~~(8)~~ Signs located over or on any right-of-way except for approved projecting signs or temporary signs that have been properly permitted in a C-4 zoning district.
- ~~(9)~~ Signs attached to or placed upon any utility pole, street light, sidewalk, curb, fire hydrant, bridge or any other public property.
- ~~(10) Flashing, animated or noise-making signs, except for message signs displaying time, temperature and community service information only.~~
- ~~(11) Signs attached to bus benches, bus shelters or waste receptacles.~~
- ~~(12) Signs in motion, including swinging, rotating or revolving signs or devices designed to attract attention.~~
- ~~(13)~~ Vehicular signs except for those affixed to franchised buses, taxis, ~~or~~ commercial vehicles or other vehicles operating during their normal course of business or lawfully parked., ~~or political signs in accordance with section 15-7(d).~~

- (148) Signs which copy or imitate official signs or which purport to have official status including signs utilizing fluorescent colors in the yellow and red spectrum typically associated with traffic control, safety notices and emergency response.
- (159) Signs which display any lewd, lascivious, obscene, indecent or immoral written or graphic message.
- (1610) Signs which obstruct or interfere with any door, fire exit, stairway, ladder or opening intended to provide light, air, ingress or egress for any building.
- (1711) Signs which constitute a traffic safety hazard by reason of size, location, movement, content, coloring or method of illumination, including flashing, animated or noise making signs; obstruct the vision of motorists or pedestrians; obstruct or detract from any official traffic control device; divert or tend to divert the attention of motorists from traffic movement on streets, roads, intersections or access facilities; utilize flashing or revolving red, green, blue or amber lights; or utilize the words "stop," "look," "danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

~~(18) Signs which utilize fluorescent colors in the yellow and red spectrums.~~

~~(19) Any other signs not specifically permitted within this chapter.~~

(Code 1960, § 23A-6)

Sec. 15-6. - Regulation.

(a) *General.* In addition to the requirements set forth in sections 15-7 and 15-8 for permitted signs, this section shall apply to specific types of signs.

(b) *On-premises signs.*

(1) Wall signs:

- a. Shall not extend more than eighteen (18) inches from the wall or facade of the building to which they are attached.
- b. Shall not extend more than twenty-four (24) inches above the roof or parapet of a building, whichever is greater.
- c. Shall be located on the main street wall face of the establishment or building they identify except that up to fifty (50) per cent of such permitted sign area may be located on other wall faces.
- d. Shall be adequately constructed and securely anchored installed in accordance with the provisions of the Florida Building Code. requirements of Chapter 23 of the Standard Building Code.

(2) Projecting signs:

- a. Shall provide a vertical clearance of not less than nine (9) feet over any pedestrian walkway or fourteen (14) feet over any vehicular driveway.
- b. Shall not extend closer (leading edge measured horizontally) than eighteen (18) inches to the curbface or, where no curb is installed, to the curblines as established by the city engineer, whichever is less.
- c. Shall not extend more than twenty-four (24) inches above the roof or parapet of a building, whichever is greater.
- d. Shall be adequately constructed and securely anchored installed in accordance with the provisions of the Florida Building Code. requirements of Chapter 23 of the Standard Building Code.

(3) Ground signs:

- a. Sites that are less than or equal to three (3) acres shall have a maximum height of ten (10) feet in height,
 - 1. Sites that are greater than three (3) acres and less than or equal to five (5) acres shall have a maximum height of twelve (12) feet.

2. Sites that are greater than five (5) acres and less than or equal to ten (10) acres shall have a maximum height of fifteen (15) feet.
 3. Sites that are greater than ten (10) acres and less than or equal to twenty (20) acres shall have a maximum height of eighteen (18) feet.
 4. Sites that are greater than twenty (20) acres shall have a maximum height of twenty (20) feet.
- b. Any sign which was permitted on or before November 30, 2004, may not be located less than eighteen (18) inches from any public right of way line, adjacent property line or structure. If such sign structure sustains at least fifty percent (50%) damage ~~to at least fifty (50) percent~~, and requires a new permit for repair or replacement, it shall be reconstructed under current regulations, but may maintain the eighteen-inch setback requirement. Any sign newly permitted on or after December 1, 2004, shall not be located less than five (5) feet from any public right of way line, adjacent property line, or structure.
 - c. Shall provide a vertical clearance of not less than nine (9) feet over any pedestrian walkway or fourteen (14) feet over any vehicular driveway.
 - d. Shall be adequately constructed and ~~securely anchored~~ installed in accordance with the provisions of the Florida Building Code. ~~requirements of Chapter 23 of the Standard Building Code~~.
 - e. ~~Shall have a landscaped area around its base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges or similar vegetative materials. Vegetation in the area surrounding said sign shall be maintained at a height of less than twelve (12) inches.~~
 - f. Shall conform to the clear vision areas of section 22-53 of the zoning Code of eOrdinances with support structures limited to a maximum two (2) feet in diameter.
- (c) *Off-premises signs:*
- (1) Shall not exceed an aggregate sign area of four hundred (400) square feet including all trim, molding or skirting.
 - (2) Shall not exceed a sign dimension of forty (40) feet horizontally or twelve (12) feet vertically including all trim, molding or skirting.
 - (3) Shall not exceed a total height above natural ground level of twenty-five (25) feet.
 - (4) Shall be located a minimum of twenty-five (25) feet from any right-of-way, property line or structure on the same property, except the minimum setback shall be increased one foot for each ten (10) square feet or portion thereof that the sign exceeds two hundred (200) square feet.
 - (5) Shall have the following minimum distances between any two (2) off-premises signs:
 - a. Five hundred (500) feet where at least one off-premises sign is more than one hundred (100) square feet in sign area.
 - b. Five thousand (5,000) feet where both signs are more than one hundred (100) square feet in off-premise sign area.
 - (6) May have two (2) signs situated back-to-back or oriented in a single "V" having an included angle of not more than thirty (30) degrees.
 - (7) Shall comply with section 15-8(5)a.3 where the off-premises sign is also a ground sign.
- (d) Temporary signs:
- (1) Temporary movable "A" frame—sandwich board type signs. A single, temporary movable "A" frame—sandwich board type sign is permitted. It must be no larger than 2' x 3' and placed within 10' of the entrance to the business

and may not block access to any part of the building or sidewalk per the ADA Code and Florida Accessibility Code regarding clearance standards and accessibility. Temporary "A" frame signs may be placed on public sidewalks that have sufficient width to comply with this section but shall not be placed in the parking lot, city right-of-way, landscaping or swales.

(2) Special event signs. Temporary signs announcing special events may be installed subject to an approved Special Event Permit issued under Section 12-301 of the Fort Pierce Code of Ordinances. No special event signs may be located within a public right-of-way, except as specifically authorized herein. The signs may be in the form of free standing signs no larger than six (6) square feet, flags, banners, pennants, or balloons and exhibited only for that period of time specified on the special event permit. The number of special events signs shall not exceed seventy-five (75) signs.

a. Special event sign permit applications shall include:

i. Type of signage proposed. Provided information shall include, but is not limited to, the description of signage, dimensions, materials used, method of construction and placement, including dimensions from driveway, right-of-way and edge of pavement, list of sign locations, and such other information as the city may require.

ii. Responsible agents. Identify the name and phone number of the sponsoring entity and principle contacts responsible for erecting and removing signage.

iii. At the time of submission of an application for a special event sign permit, the applicant shall pay a Fifty Dollar (\$50.00) processing fee.

b. Shall not be illuminated.

c. May not be placed for a period in excess of thirty (30) days.

d. Banners shall not exceed thirty-two (32) square feet in sign area, except that the combined area of all banners shall not exceed the sign area allowed for on-premises wall or projecting signs.

e. May not impede the clear vision area of driveways or intersections.

f. May be located on the city right-of-way providing all of the above requirements are met.

(3) Streamers, pennants, pole banner and flags.

a. Shall be maintained in good condition; torn, weathered or otherwise deteriorated streamers, pennants, pole banners or flags shall be repaired, replaced or removed.

b. Pole banners must be spaced a minimum of twenty-five feet (25') apart.

c. May not be placed in the right-of-way or in a way that it impedes pedestrian traffic.

d. May not impede the clear vision area of driveways or intersections.

(4) All other temporary signs. Temporary signs as defined in this chapter shall comply with the following regulations.

a. Shall be maintained in good condition; torn, weathered or otherwise deteriorated signs shall be repaired, replaced or removed.

b. May not impede the clear vision area of driveways or intersections.

c. May not be placed on city property, in the city right-of-way, medians or parks.

~~Sec. 15-7. Permitted temporary signs.~~

~~(a) General. The types and sizes of advertising structures in this section shall be permitted on a temporary basis subject to the following provisions.~~

~~(b) *Real estate signs.* Real estate signs:~~

- ~~(1) Shall be limited to one sign per parcel, establishment or dwelling unit.~~
- ~~(2) Shall not exceed the following maximum sign areas by zoning district:~~

District	Square Feet
Single-family districts (E-1, R-1, R-2 and R-3)	6
Multifamily, office, open space and aquatic districts (R-4, R-4A, R-5, C-1, OS-1, OS-2, A-1 and A-2)	46
Commercial, industrial and planned districts (C-2, C-3, C-4, C-5, C-6, I-1, I-2, PUD and PUR)	46

-

- ~~(3) Shall be removed within ten (10) days after the real estate transaction.~~
- ~~(4) Shall not be illuminated.~~

~~(c) *Construction project signs.* Construction project signs:~~

- ~~(1) Shall be limited to one sign per active construction project.~~
- ~~(2) Shall not exceed the following maximum sign areas by zoning use district:~~

District	Square Feet
Single-family districts (E-1, R-1, R-2 and R-3)	12
Multifamily, office, open space and aquatic districts (R-4, R-4A, R-5, C-1, OS-1, OS-2, A-1 and A-2)	32
Commercial, industrial and planned districts (C-2, C-3, C-4, C-5, C-6, I-1, I-2, PUD and PUR)	64

-

- ~~(3) May contain the name of the project, contractor, subcontractor, architect, developer, supplier or financial institution.~~
- ~~(4) Shall not be erected prior to the issuance of a building permit and shall be removed prior to the issuance of a certified of occupancy.~~
- ~~(5) Shall not be illuminated.~~

~~(d) *Political signs.* Political signs:~~

- ~~(1) Shall be located only on properties in commercial and industrial districts. However, said signs may be located in residential districts on the following conditions:~~

~~Said signs in residential districts may be no larger than four (4) square feet, excluding the freestanding supports. Said signs shall be freestanding on their own supports and not attached to utility poles, lampposts or other city property. Said signs shall not have an aggregate height of the sign, including the support, exceeding three (3) feet, to be measured from the ground to the top of the actual sign, so as not to impede vision of traffic at intersections or on streetways, and said signs shall be placed on residential property no closer~~

~~than twenty (20) feet from the road right-of-way or from any intersection abutting or adjacent to the property where the sign is placed so as not to impede vision of traffic at intersections. There shall be no more than one sign per political candidate or political issue per lot, and every sign in residential districts shall contain a posting date showing the date it was erected, and that date may be no sooner than thirty (30) days prior to the election in which the candidate or issue will be first on the ballot, and the date of election and the name of the person or entity erecting or posting said sign. Each sign shall be removed by the person stated on the sign within seven (7) days after the election in which the candidate or issue was last on the ballot. The city may remove any sign posted on the property if the sign is not posted in a manner specified above or more than seven (7) days have passed since the election and/or ballot. If the city incurs costs and expenses for the removal of signs because they are posted in violation of any provisions of this subsection, the person or entity named on the sign as provided for above shall be billed by the city for the costs and/or expenses of said removal. In the event that litigation arises out of the enforcement of this subsection, the city shall be entitled to all litigation costs, including attorney's fees through the appellate level.~~

~~(2) May be erected no sooner than thirty (30) days prior to the election in which the candidate or issue will first be on the ballot.~~

~~(3) Shall be removed within seven (7) days after the election in which the candidate or issue was last on the ballot.~~

~~(e) *Special event signs.* Special event signs:~~

~~(1) May be permitted by the director for a specific purpose and period of time.~~

~~(2) May be displayed up to fourteen (14) days prior to the special event, during the special event which shall not exceed sixty (60) days and shall be removed within fourteen (14) days after the event.~~

~~(3) Shall not exceed thirty-two (32) square feet in sign area, except that the combined area of all banners shall not exceed the sign area allowed for on-premises wall or projecting signs.~~

~~(4) Shall not be illuminated.~~

~~(f) *Streamers, pennants and flags.*~~

~~(1) Shall be maintained in good condition; torn, weathered or otherwise deteriorated streamers or flags shall be repaired, replaced or removed.~~

~~(2) Shall not be erected in E-1, R-1, R-2 or R-3 zoning districts except for flags used in conjunction with the sale or leasing of real estate.~~

~~(g) *Proposed development signs.*~~

~~(1) Shall be limited to one sign per parcel, establishment or dwelling unit.~~

~~(2) Shall not exceed the following maximum sign area by zoning district:~~

District	Square Feet
Single-family districts (E-1, R-1, R-2 and R-3)	6
Multifamily, office, open space and aquatic districts (R-4, R-4A, R-5, C-1, OS-1, OS-2, A-1 and A-2)	16
Commercial, industrial and planned districts (C-2, C-3, C-4, C-5, C-6, I-1, I-2, PUD and PUR)	32

- ~~(3) Shall have the date of erection in the lower left-hand corner of sign in letters and/or numbers at least one inch high.~~
- ~~(4) Shall not remain on the premises more than one year.~~

Sec. 15-~~87~~. - Permitted ~~permanent~~ signs.

The following types and sizes of signs or advertising structures ~~of a permanent nature~~ shall be permitted within the following zoning districts:

- (1) *Single-family residential zoning districts (E-1, ~~E-2, E-3~~ R-1, R-2 and R-3).*
 - a. ~~*Semi-restricted uses. Temporary signs that comply with Sec. 15-6(d)(e) and that do not to exceed eight (8) square feet and oOne non-illuminated wall sign nameplate*~~ per individual dwelling unit, which shall not exceed one square foot in sign area.
 - b. *Conditional uses.* Types and sizes of signs or advertising structures as permitted by section 15-8(3) in an office commercial zoning district, except that ground signs shall not exceed eighteen (18) square feet in sign area.
- (2) *Multi-family residential zoning districts (R-4, R-4A and R-5).*
 - a. *Semi-restricted uses:*
 - 1. ~~*Temporary signs that comply with Sec. 15-6(d)(e) and that do not to exceed thirty-two (32) square feet and oOne non-illuminated wall sign nameplate*~~ per individual dwelling unit, which shall not exceed one square foot in sign area.
 - 2. One non-illuminated wall or ground sign per entrance ~~identifying only the name and/or address~~ of a permitted principal building or use, which shall not exceed eighteen (18) square feet in sign area. Ground signs shall not exceed six (6) feet in height.
 - 3. Non-illuminated directional signs, which shall not exceed six (6) square feet in sign area, may be installed as needed with the approval of the director in accordance with section 15-9.
 - b. *Conditional Uses.* Types and sizes of signs or advertising structures as permitted by section 15-8(4) in limited commercial zoning districts except that ground signs shall not exceed thirty-two (32) square feet in sign area.
- (3) *Office commercial ~~and Edgartown Settlement~~ zoning districts (C-1, ~~ES~~).*
 - a. *Semi-restricted uses.*
 - 1. ~~*Temporary signs that comply with Sec. 15-6(d) and that do not to exceed thirty-two (32) square feet. Temporary signs must be placed a minimum of twenty-five feet (25') apart and One wall sign nameplate*~~ per tenant or occupant which shall not exceed two (2) square feet in sign area.
 - 2. One wall sign per building, which shall not exceed twenty-four (24) square feet in sign area.
 - 3. Any establishment, or group of establishments, which has main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign, which shall not exceed forty-eight (48) square feet in sign area and six (6) feet in height.
 - 4. Directional signs, which shall not exceed six (6) square feet in sign area may be installed as needed with the approval of the director in accordance with section 15-9.
 - b. *Conditional uses.* Types and sizes of signs or advertising structures as permitted by section 15-8(4) in limited commercial zoning districts unless restricted by the city commission when the conditional use is approved.

(4) *Limited commercial and Open Space / Recreational zoning districts (C-2, C-5, C-6, OS-1, OS-2, A-1 and A-2).*

a. *Semi-restricted uses.*

1. One wall sign or one projecting sign per tenant, which shall not exceed a sign area equal to twenty (20) per cent of the total wall face area fronting on the main street.
2. Any establishment, or group of establishments, which has a main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street of lot frontage, up to a maximum of two hundred (200) feet. Structures on out parcels with a single tenant having sixty (60) feet of frontage or more shall also be permitted a separate ground sign subject to the restrictions above. The out parcel frontage shall not be subtracted in calculating the frontage for the group of establishments.
3. One pedestrian sign per tenant, which shall not exceed six (6) square feet in sign area.
4. One rear entrance wall sign per tenant which shall not exceed six (6) square feet in sign area.
5. Window signs per tenant, which shall not exceed twenty-five (25) per cent of such open window display area.
6. Directional signs, which shall not exceed six (6) square feet each in sign area, may be installed as needed with the approval of the director in accordance with section 15-9.

7. Temporary signs that comply with Sec. 15-6(d) and that do not to exceed thirty-two (32) square feet. Temporary signs must be placed a minimum of twenty-five feet (25') apart.

b. *Conditional uses.* Same as semi-restricted uses.

(5) *General commercial and industrial zoning districts (C-3, C-4, CP, I-1, and I-2, and I-3).*

a. *Semi-restricted uses.*

1. Off-premises signs.
2. One wall sign or one projecting sign per tenant, which shall not exceed a sign area equal to twenty (20) per cent of the total wall face area fronting on the main street.
3. Any establishment, or group of establishments, which has a main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street of lot frontage, up to a maximum of two hundred (200) square feet except that one additional ground sign shall be permitted when the main street lot frontage exceeds five hundred (500) feet. The second ground sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street lot frontage in excess of the first five hundred (500) feet of frontage, up to a maximum of two hundred (200) square feet. Structures on out parcels with a single tenant having sixty (60) feet of frontage or more shall also be permitted a separate ground sign subject to the restrictions above. The out parcel frontage shall not be subtracted in calculating the frontage for the group of establishments.
4. One pedestrian sign per tenant, which shall not exceed six (6) square feet in sign area.
5. One rear entrance wall sign per tenant, which shall not exceed six (6) square feet in sign area.

6. Window display signs per tenant, which shall not exceed twenty-five (25) per cent of such open window area.
 7. Directional signs, which shall not exceed six (6) square feet in sign area, may be installed as needed.
 8. Temporary signs that comply with Sec. 15-6(d) and that do not to exceed thirty-two (32) square feet. Temporary signs must be placed a minimum of twenty-five feet (25') apart.
- b. *Conditional uses.* Same as semi-restricted uses.
- (6) *Planned ~~unit~~ development and planned unit redevelopment zoning district (PUD PD or PUR).* Except for temporary signs that comply with Sec. 15-6(d) and that do not exceed thirty-two (32) square feet, ~~the~~ types and sizes of signs and advertising structures permitted shall be determined by the city commission as part of the final development or redevelopment plan except that in no instance may the permitted signage exceed that permitted by section 15-8(5)(a)2, 3, 4, 5, 6, 7 and 15-8(5)(b).
- (7) *I-95 and turnpike ~~special sign interchange~~ district.*
- a. *Area defined.* The area subject to this section shall include all commercial and industrial lots or parts thereof located within:
 - One half mile of where I-95 N intersects with State Road 70; or
 - One half mile of the commencement of the southbound turnpike off ramp; or
 - Extends a half mile both north and south of State Road 70 between the two interchanges.

~~fifteen hundred (1,500) feet of the center of the intersection of I-95 and State Road 70, and fifteen hundred (1,500) feet of the center of the intersection of the Florida Turnpike and State Road 70, and shall further include the area within a five hundred 500-foot radius on either side of that portion of State Road 70 which lies between the two (2) intersections.~~
 - b. *Ground sign standards.* Any establishment or group of establishments, which has a main street frontage of sixty (60) linear feet or more, located on a lot which lies in whole or in part in the district provided for by this section, shall be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street frontage, up to a maximum of three hundred (300) square feet. The maximum height shall be sixty-five (65) feet. fifty (50) feet except that eighty (80) feet of height is permissible where the sign is at a location within fifteen hundred (1,500) feet of the intersection of either I-95 and State Road 70 or the Florida Turnpike and State Road 70.
 - c. *Other standards.* Additional signs in this district shall conform with regulations and standards provided by this chapter or the appropriate zoning category.

Sec. 15-~~98~~. - Permit procedures.

- (a) *General.* No person shall place, erect or maintain the structure of a sign including the removal or replacement of the sign face, or cause to be placed, erected or maintained, any sign or advertising structure or structure or structural alteration thereto except in conformance with the provisions of this chapter.
- (b) *Application.* All plans and layouts for a sign or advertising structure shall be accompanied by an application which shall be filed with the ~~director~~ Building Department in accordance with Chapter 5 of the Fort Pierce Code of Ordinances prior to the issuance of any permit. The application shall be approved or disapproved by the ~~director~~ Building Department within fifteen (15) days of the date it is received. In the event it is not either approved or disapproved within such period

of time, it shall be deemed approved. If disapproved, such disapproval may be appealed to the construction board of adjustments and appeals, as established by chapter 5, to be heard at its next regular meeting, in a manner consistent with the board's rules of procedures. Said application shall describe and set forth the following:

- (1) The type of proposed sign or advertising structure requested as defined in this chapter.
 - (2) The street address and legal description of the property upon which said sign is to be located.
 - (3) The square foot area per sign face and message content.
 - (4) Plans drawn to scale showing:
 - a. The location of all proposed signs and existing signs to be retained.
 - b. Complete design specifications of all proposed signs to show methods of construction and ~~installation anchoring to building or ground~~ in accordance with the ~~provisions of the Florida Building Code. requirements of Chapter 23 of the Standard Building Code.~~
 - (5) Photographs of all existing on-site signs.
 - (6) The name and address of the person in control or possession of the property upon which said sign is to be located and authorization from same for possession to place said sign upon the property.
 - (7) The name of the person ~~or contractor~~ erecting the structure.
 - (8) Such other pertinent information as may be required by the Building Department director.
- (c) ~~Permit; label.~~ After the provisions of this chapter have first been complied with, and the sign or advertising structure does not violate any of the terms, conditions or provisions herein or of any other law or ordinance, ~~the director shall issue~~ a permit shall be issued for such sign or advertising structure. ~~All approved signs shall have affixed thereto and conspicuously displayed in the lower right hand area of a sign an identification label which shall be provided by the director. The absence of such label shall be prima facie evidence that the sign or advertising structure is in violation of the provisions of this chapter.~~
- (d) ~~[Fee schedule.]~~ A permit fee shall be paid in accordance to the fee schedule established in Section 5-267 of the City of Fort Pierce Code of Ordinances. Except that, permit fees for special event signs shall be paid in accordance to the fee established in Section 15-6(d) of this chapter. schedule established by the city commission by resolution shall be required in order to accommodate the administrative costs associated with sign permit reviews and site inspections for the installation, erection or placement of any sign or advertising structure.
- (e) *Permit and fee exemptions.* The following types of signs shall not be required to have a permit or subject to the above fees, but shall meet all other appropriate requirements within this chapter:
- (1) Temporary signs, except special event signs. Real estate sign.
 - (2) Murals. Residential nameplate.
 - ~~(3) Political sign.~~
 - ~~(4) Construction project sign.~~
 - ~~(5) Window display signs, including but not limited to credit card signs, decals or emblems.~~
 - ~~(6) Credit card sign, decal or emblem.~~
 - ~~(7) Memorial sign or tablet Interchange of copy.~~
 - ~~(8) Public convenience sign, which identifies the location of restrooms, public telephones or the like except for signs required by the ADA code or Florida Accessibility Code.~~

- (96) Public utility sign, which identifies the location of underground lines, high voltage areas or the like.
- (407) Public warning sign, which indicates the dangers of trespassing, swimming, animals or the like.
- (418) Flag, emblem or insignia of the United States, the state or the city.
- (429) Seasonal display or decoration not advertising a product, service or establishment.
- ~~(13) Streamers, pennants and flags.~~
- ~~(14) Proposed development sign.~~
- (f) *Contractors.* No person shall engage in the business of construction, erecting, altering or maintaining signs that require a permit within the city until he / she is state certified or has a valid certificate of competency from the city.
- (g) *Stop-work orders.* Upon notice from the Building Official or his/her designee that work on any sign or advertising structure is being done contrary to the provisions of this chapter or the Code or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent or to the person doing the work, and shall state the condition upon which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the Building Official.
- (h) *Revocation of permit.* The Building Official may revoke a permit or approval, issued under the provisions of this chapter, in case there has been any false statement, concealment or misrepresentations as to a material fact in the application or plans on which the permit or approval was based.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

James M. Messer, Esquire
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)^{SS}

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-019 was duly advertised by title only in the St. Lucie News Tribune on May 26, 2017; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on June 5, 2017; and was duly introduced, read by title only, and passed on second and final reading on June

19, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 19th day of June, 2017.

Linda Hudson,
Mayor Commissioner

Linda W. Cox,
City Clerk

(CITY SEAL)

City Commission Regular Meeting

11.b.

Meeting Date: 06/19/2017

Re: Ordinance 17-022: Abandonment of Unused Right-of-Way - Segment of N 31st Street Abutting the Pioneer Park Subdivision (Zora Neale Drive)

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 17-022: Abandoning an unopened segment of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive SECOND READING

SUMMARY:

- In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, Tomonica Bell in coordination with the City is requesting the abandonment of an unopened portion of North 31st Street right-of-way abutting the Pioneer Park Subdivision, lying between Madison Cay Apartments and Zora Neale Drive.
- A portion of the right-of-way was previously abandoned by the City of Fort Pierce for contribution to the Madison Cay Apartments development, and a portion of the right-of-way was utilized for connection and expansion of Pioneer Park to the south.
- The affected right-of-way abutting lots 9, 10, and 11 does not contain utilities, and each of the noted lots provide a 10ft. utility easement along the front of the property for such purpose.
- The request is sought to allow an increase in lot size for the abutting lots, facilitating the capacity for small scale home additions such as pools, patios, or a minor room extension.
- The Planning Board, at their January 10th, 2017 meeting, voted unanimously to recommend approval of the request.

RECOMMENDATION:

- Approval

ALTERNATIVES:

- Approval upon payment of appraised value.
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

The abandonment does not present a fiscal impact to the City of Fort Pierce.

Attachments

Staff Report

Proposed Ordinance No. 17-022

Signed Applications & Property Record Cards

Site Aerial, Subdivision, & Utility Map

Form Review

Inbox

City Manager

Form Started By: Kori Benton

Final Approval Date: 06/06/2017

Reviewed By

Nick Mimms

Date

05/30/2017 08:49 AM

Started On: 05/23/2017 09:37 AM



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Ordinance 17-022: Abandonment of Unused Right-of-Way
 Segment of N 31st Street Abutting the Pioneer Park Subdivision (Zora Neale Drive)

DATE: May 23, 2017

STAFF REPORT

Owner(s) of Abutting Parcel(s): John & Melissa Smith
 2925 Zora Neale Dr
 Fort Pierce, FL 34947

Colleen Miller
 2931 Zora Neale Dr
 Fort Pierce, FL 34947

Tomonica C Bell
 2927 Zora Neale Dr
 Fort Pierce, FL 34947

Applicant: Tomonica C Bell
 2927 Zora Neale Dr
 Fort Pierce, FL 34947

Requested Action: Abandonment of unused section of North 31st Street right-of-way abutting the Pioneer Park Subdivision, between Madison Cay Apartments and Zora Neale Drive

Location: Generally located between Madison Cay Apartments and Zora Neale Drive (Unopened N 31st Street)

Abutting Parcel IDs: 2405-504-0012-000-3, 2405-504-0013-000-0, & 2405-504-0014-000-7

Surrounding Zoning:

North	East	South	West
R-4	R-4	R-4	R-4

Land Area of Subject ROW: Approximately 4,993.5sq. ft. or .115 acres

Staff Analysis:

In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, Tomonica Bell in coordination with the City is requesting the abandonment of an unopened portion of North 31st Street right-of-way abutting the Pioneer Park Subdivision, lying between Madison Cay Apartments and Zora Neale Drive.

The section of right-of-way was dedicated in the Garden City Farms Subdivision, Plat Book 2, Page 5, of St. Lucie County. A portion of the right-of-way was previously abandoned by the City of Fort Pierce for contribution to the Madison Cay Apartments development, and a portion of the right-of-way was utilized for connection and expansion of Pioneer Park to the south. The remaining section was not repurposed within the Pioneer Park subdivision as the portion south of the affected area contains utility infrastructure. The affected right-of-way abutting lots 9, 10, and 11 does not contain utilities, and each of the noted lots provide a 10ft. utility easement along the front of the property for such purpose. The site is located within the R-4, Medium Density Residential District. Sidewalk are established within Pioneer Park Subdivision, therefore appropriate connections exist, eliminating future use of the right-of-way for addition sidewalk connections based upon limited practicality.

The request is sought to allow an increase in lot size for the abutting lots, facilitating the capacity for small scale home additions such as pools, patios, or a minor room extension.

The Fort Pierce Utilities Authority (FPUA) has provided approval for the subject scope of proposed abandonment.

Technical Review Committee

All affected Departments have reviewed and approved the proposed abandonment.

Planning Board

The Planning Board, at their January 10th, 2017 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:

Staff recommends the **approval** of the requested abandonment via Ordinance 17-022.

ORDINANCE NO. 17-022

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ABANDONING A PORTION OF NORTH THIRTY-FIRST STREET RIGHT-OF-WAY, LYING ADJACENT TO LOTS 9, 10 AND 11 OF THE PIONEER PARK SUBDIVISION 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.

WHEREAS, the City Commission of the City of Fort Pierce, pursuant the Charter and City Code of the City of Fort Pierce, has been requested to vacate and abandon a portion of an existing right-of-way known as North 31st Street, lying adjacent to lots 9, 10, and 11 of the Pioneer Park Subdivision within the City of Fort Pierce, Florida as recorded in Plat Book 55, Page 40, public records of St. Lucie County, Florida; and

WHEREAS, the City of Fort Pierce has a certain right-of-way or thoroughfare as hereinafter described, which is not needed for roadway, thoroughfare purposes, or for location and maintenance of any and all utilities by the City of Fort Pierce; and

WHEREAS, in consideration of the above, it is in the best interest of the general welfare of the City of Fort Pierce to vacate and abandon said right-of-way;

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

SECTION 1. That the right-of-way, more particularly described as follows, be and it is hereby vacated and abandoned:

The East half of 31st Street lying adjacent to Lots 9, 10 and 11, as depicted on plat of Pioneer Park Subdivision as recorded in Plat Book 55 Page 40, Public Records of St. Lucie County, Florida.

CONTAINING 0.115 ACRES OF LAND, MORE OR LESS.

As depicted on Exhibit "A", attached hereto and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This ordinance shall be and become effective upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

James M. Messer, Esq.

City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 17-022 was duly advertised by title only in the St. Lucie News Tribune on May 26th, 2017; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on June 5th, 2017; and was duly introduced, read by title only, and passed on second and final reading on June 19th, 2017, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 20th day of June, 2017.

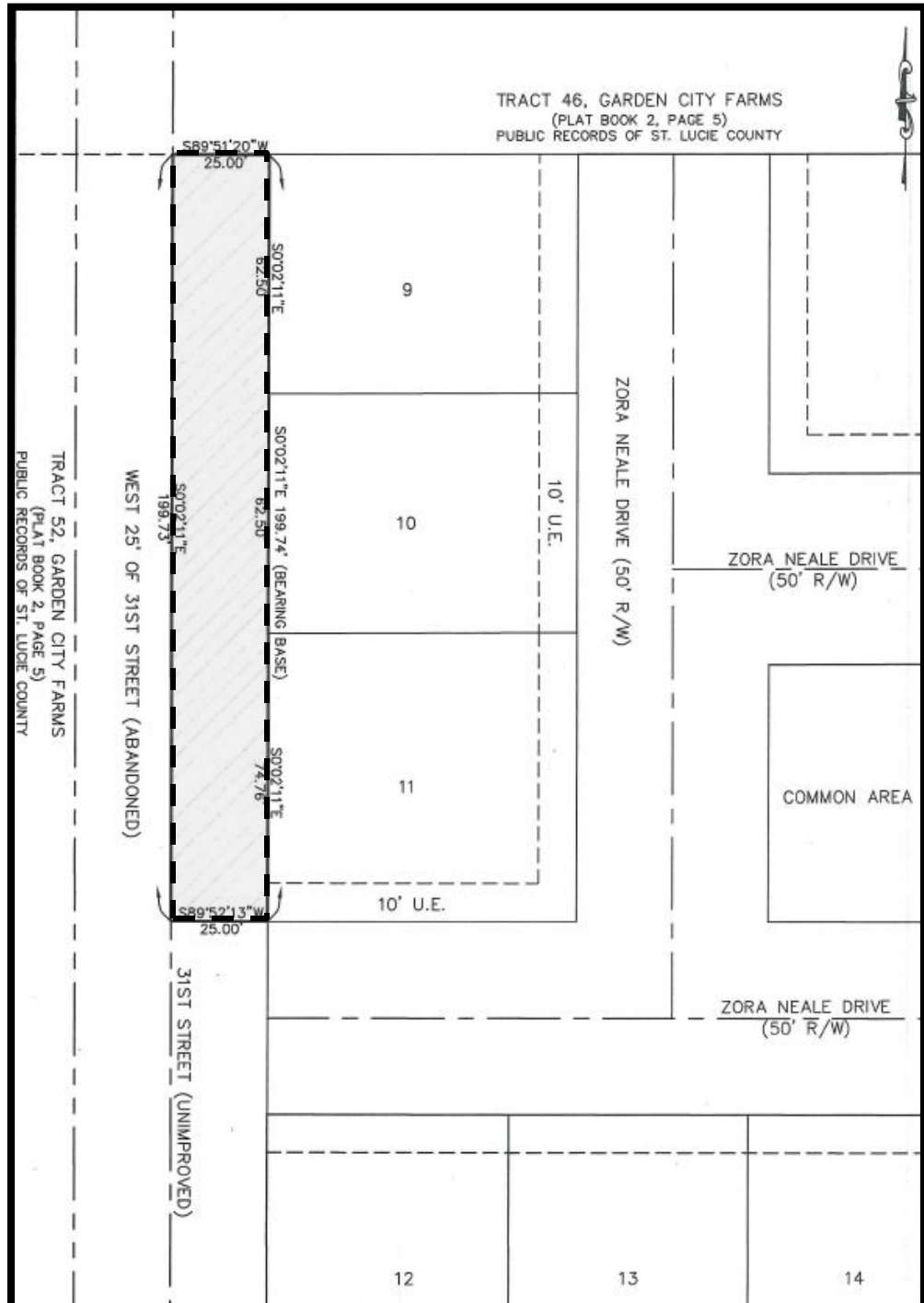
Linda Hudson,
Mayor Commissioner

ATTEST:

Linda W. Cox,
City Clerk

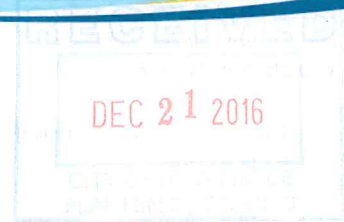
(City Seal)

EXHIBIT A
Right-of-way for Abandonment
Sketch & Legal Description



The East half of 31st Street lying adjacent to Lots 9, 10 and 11, as depicted on plat of Pioneer Park Subdivision as recorded in Plat Book 55 Page 40, Public Records of St. Lucie County, Florida.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.



Abandonment

Property address or Location 2931 Zora Neale Dr.
 Parcel ID #(s) 2405 - 504 - 0012 - 000 - 3
 Project description Pioneer Park S/O (PB 55-39) Lot 9 (OR 2977-2147)

Colleen M Miller
 Property Owner(s)
2931 Zora Neale Dr.
 Street Address
Fort Pierce, FL 34947
 City State Zip
772-519-2624
 Phone Number
Colleenm28@gmail.com
 Email Address

Applicant/Representative, Title, Company
 Street Address
 City State Zip
 Phone Number
 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.

Colleen M Miller
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY
 The foregoing instrument was acknowledged before me this 21st day of December, 2016, by
Colleen M. Miller who is personally known to me or has produced
FL IDL as identification.

[Signature]
 Signature of Notary



AMARIS ISABEL GIL
 MY COMMISSION # FF 914194
 EXPIRES: August 31, 2019
 Bonded Thru Budget Notary Services

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

To BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
 Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

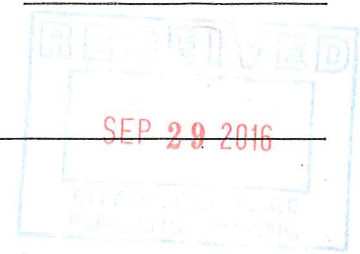
Intake Date Stamp



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING



Abandonment

Property address or Location 2925 Zora Neale Dr
Parcel ID #(s) 2405-504-0014-000-7
Project description _____

John J and Melissa Smith
Property 2925 Zora Neale Drive
Street Address
Fort Pierce FL 34947
City State Zip
772 466-6406
Phone Number

Applicant/Representative, Title, Company _____
Street Address _____
City State Zip _____
Phone Number _____
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.

John J Smith Melissa B Smith
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY _____
The foregoing instrument was acknowledged before me this 29th day of Sept, 2016, by
John J. & Melissa Smith who is personally known to me or has produced

_____ as identification.

Signature of Notary

(seal)



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

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

Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

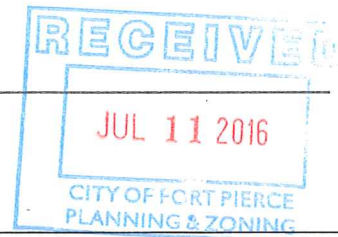
Intake Date Stamp



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING



Abandonment

Property address or Location 2927 Zora Neale Drive
Parcel ID #(s) 2405-504-0013-000-0
Project description Pioneer Park S/D (PB 55-39) Lot 10 (OR 2963-1271)

Tomonica Patterson
Property Owner(s)
2927 Zora Neale Drive
Street Address
Fort Pierce Fla 34947
City State Zip
772-216-0407
Phone Number
tomonica-b@yahoo.com
Email Address

Applicant/Representative, Title, Company
Street Address
City State Zip
Phone Number
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY ST. LUCIE
The foregoing instrument was acknowledged before me this 12th day of July, 2016,
Tomonica Patterson who is personally known to me or has produced
DRIVERS LICENSE as identification.



Signature of Notary

(seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

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

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____



Property Identification

Site Address: 2925 Zora Neale DR
 Sec/Town/Range: 05/35S/40E
 Map ID: 24/05N
 Zoning: R4

Parcel ID: 2405-504-0014-000-7
 Account #: 171938
 Use Type: 0100
 Jurisdiction: Fort Pierce

Ownership

John J Smith
 Melissa B Smith
 2925 Zora Neale Dr
 Fort Pierce, FL 34947

Legal Description

PIONEER PARK S/D (PB 55-39) LOT 11 (OR 2963-1335)

Current Values

Just/Market Value: \$113,500
 Assessed Value: \$98,391
 Exemptions: \$50,500
 Taxable Value: \$47,891
 Taxes for this parcel: SLC Tax Collector's Office
 Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 1,748
 Gross Area (SF): 2,373
 Land Size (acres): 0.13
 Land Size (SF): 5,663

This information is believed to be correct at this time but it is subject to change and is not warranted.
 © Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

Property Identification

Site Address: 2931 Zora Neale DR
Sec/Town/Range: 05/35S/40E
Map ID: 24/05N
Zoning: R4

Parcel ID: 2405-504-0012-000-3
Account #: 171936
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership



Colleen M Miller
2931 Zora Neale Dr
Fort Pierce, FL 34947

Legal Description

PIONEER PARK S/D (PB 55-39) LOT 9 (OR 2977-2147)

Current Values

Just/Market Value: \$114,500
Assessed Value: \$99,112
Exemptions: \$50,000
Taxable Value: \$49,112

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

Total Areas

Finished/Under Air (SF): 1,748
Gross Area (SF): 2,373
Land Size (acres): 0.12
Land Size (SF): 5,227

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

Property Identification

Site Address: 2927 Zora Neale DR
Sec/Town/Range: 05/35S/40E
Map ID: 24/05N
Zoning: R4

Parcel ID: 2405-504-0013-000-0
Account #: 171937
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

Tomonica C Bell
2927 Zora Neale Dr
Fort Pierce, FL 34947

Legal Description

PIONEER PARK S/D (PB 55-39) LOT 10 (OR 2963-1271)

Current Values

Just/Market Value: \$113,500
Assessed Value: \$98,391
Exemptions: \$50,000
Taxable Value: \$48,391
Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 1,748
Gross Area (SF): 2,373
Land Size (acres): 0.12
Land Size (SF): 5,227

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.



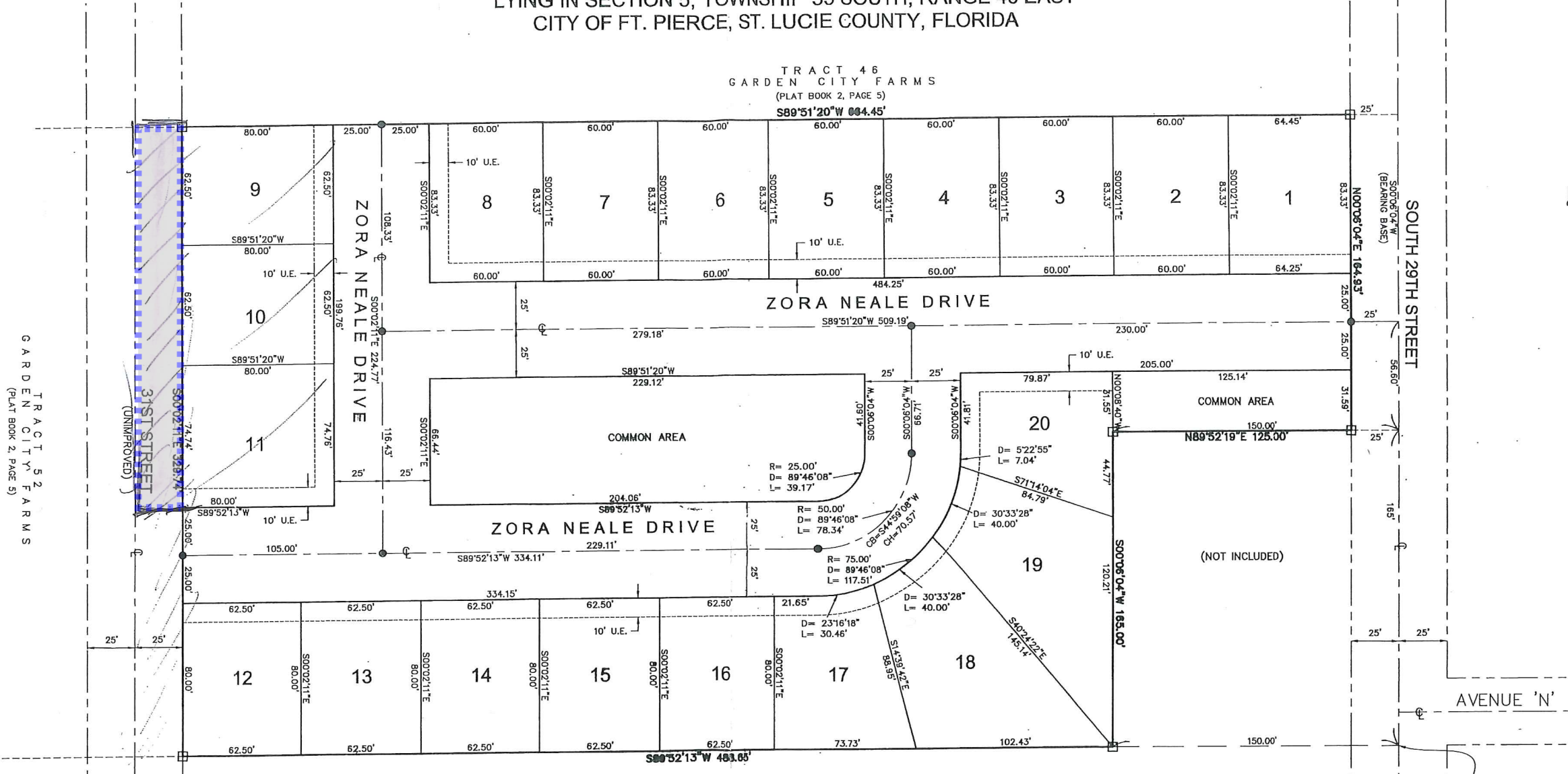
Site Aerial–Pioneer Park Subdivision

Affected Right-of-Way for Abandonment



A FINAL PLAT OF PIONEER PARK SUBDIVISION

BEING A REPLAT OF A PORTION OF TRACT 51, GARDEN CITY FARMS
AS RECORDED IN PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING IN SECTION 5, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA



TRACT 52
GARDEN CITY FARMS
(PLAT BOOK 2, PAGE 5)

TRACT 46
GARDEN CITY FARMS
(PLAT BOOK 2, PAGE 5)
S89°51'20"W 004.45'

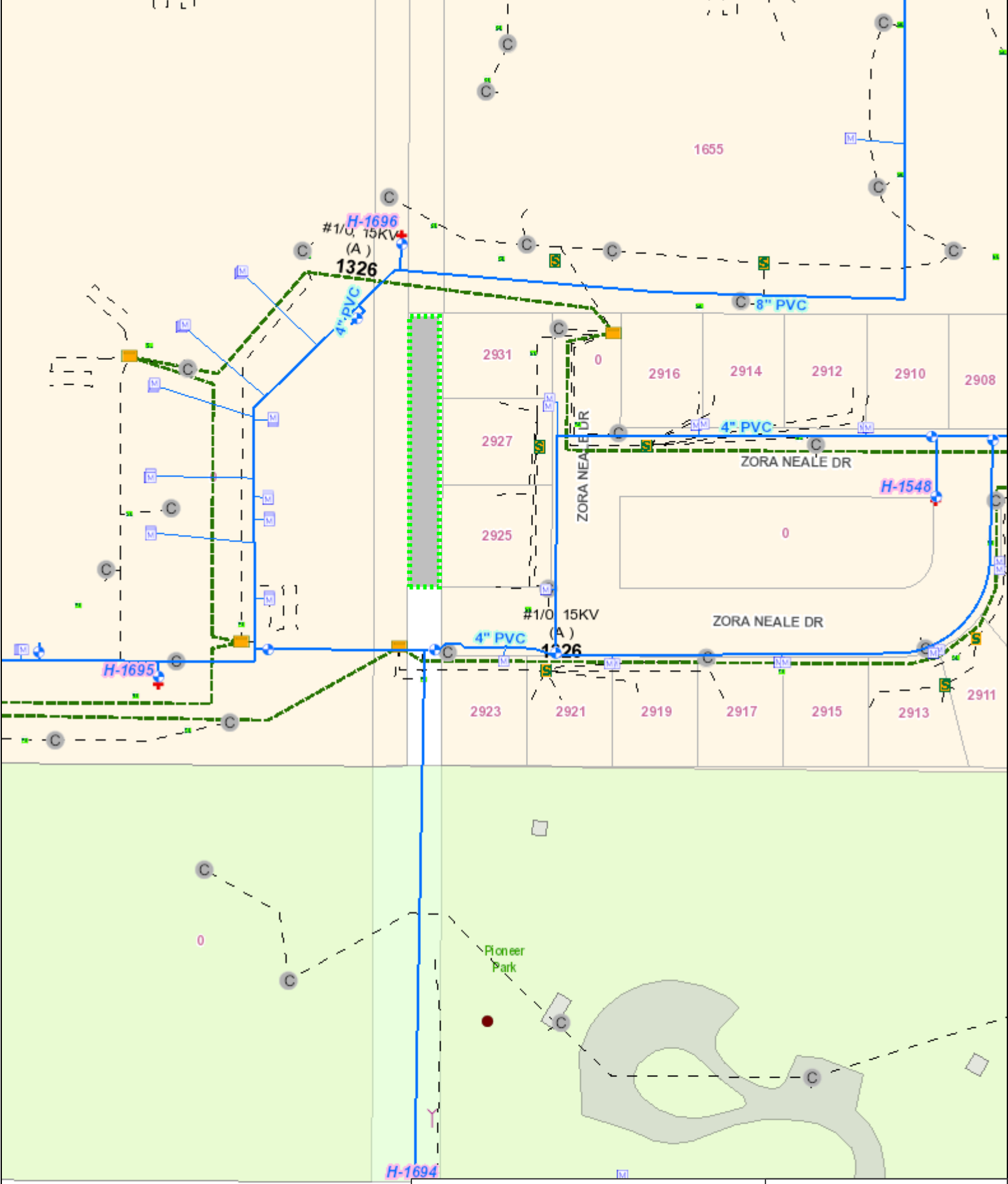
TRACT 62
GARDEN CITY FARMS
(PLAT BOOK 2, PAGE 5)
S89°52'13"W 483.05'

- LEGEND:**
- ⊙ - DENOTES CENTERLINE
 - - DENOTES P.R.M. (PERMANENT REFERENCE MONUMENT) SET NO. LB 959
 - - DENOTES P.C.P. (PERMANENT CONTROL POINT) SET NO. LB 959
 - (R) - DENOTES RADIAL LINE
 - D - DENOTES DELTA ANGLE
 - L - DENOTES LENGTH
 - R - DENOTES RADIUS
 - CH - DENOTES CHORD DISTANCE
 - CB - DENOTES CHORD BEARING
 - U.E. - DENOTES UTILITY EASEMENT
 - D.E. - DENOTES DRAINAGE EASEMENT

BEARING BASE:
THE CENTERLINE OF SOUTH 29TH STREET IS TAKEN TO BEAR SOUTH 00°06'04" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

- SURVEYOR'S NOTES**
1. THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION OR TREES OR SHRUBS PLACED ON DRAINAGE EASEMENTS.
 2. THERE SHALL BE NO BUILDINGS OR OTHER PERMANENT STRUCTURES PLACED ON UTILITY EASEMENTS.
 3. WHERE DRAINAGE AND UTILITY EASEMENTS CROSS, DRAINAGE EASEMENTS SHALL TAKE PRECEDENCE.
 4. ALL LOT LINES ARE NOT RADIAL UNLESS OTHERWISE NOTED.

lbh CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS
"Partners For Results, Value By Design"
3550 S.W. Corporate Parkway, Palm City, Florida 34980
(772) 286-3883 Fax (772) 286-3925
BPR & FDFE License No. 898 www.lbh.com



- | | | | |
|--|----------------------|--|----------------------|
| | Water Gate Valve | | Manhole |
| | Water Meter | | Active Sewer Service |
| | Active Fire Hydrant | | Active Force Main |
| | Active Water Service | | Active Gravity Main |
| | Active Water Main | | Gas Meter |
| | Sewer Valve | | Active Gas Main |
| | Lift Station | | Clean Out |

FPUA Utility Map
 By: Name
 Date: 8/1/2016
 1" = 101'

City Commission Regular Meeting

12.a.

Meeting Date: 06/19/2017

Re: Monthly Financial Report for the Month Ending April 30, 2017

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending April 30, 2017

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a monthly report on the financial status of the different funds of the City. The financial report for the month ending April 30, 2017, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Fort Pierce Redevelopment Agency Funds.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format.

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

April 2017 Monthly Financial Report

Form Review

Inbox

Finance Department

City Manager

Form Started By: Queen Thompkins

Final Approval Date: 06/09/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

06/08/2017 01:40 PM

06/09/2017 01:51 PM

Started On: 06/07/2017 09:07 AM

**CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
April 30, 2017**

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	Yes	No	Yes	Yes	No
The fund cash balance is positive.	Yes	Yes	Yes	Yes	No	Yes
The fund current financial position is stable.	Yes	Yes	Yes	No	No	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR	403 Stormwater
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes
The fund cash balance is positive.	No	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	Yes

City of Fort Pierce
 Monthly Financial Report
For the Month Ending April 30, 2017
 (58% Year Lapse)

General Fund				
Revenue	Budget		FYTD	%
Beginning Available Resources		\$	4,852,321	
Revenue:				
Taxes	\$ 19,927,375	\$	16,464,220	82.62%
Licenses & Permits	356,500		348,729	97.82%
Intergovernmental	3,154,000		1,897,501	60.16%
Charges for Services	221,100		164,314	74.32%
Fines & Forfeitures	189,500		98,241	51.84%
Miscellaneous Revenue	2,198,758		1,435,905	65.31%
Interfund Transfers	2,614,221		6,112,373	233.81%
Contribution from Enterprise	7,031,260		6,508,785	92.57%
Appropriated Fund Balance	710,407		0	0.00%
Restricted Revenue	(600,000)		0	0.00%
Total Revenue	\$ 35,803,121	\$	33,030,067	92.25%
Expenditures:				
City Commission	\$ 243,603	\$	129,913	53.33%
City Manager	535,282		309,797	57.88%
City Attorney	696,572		344,555	49.46%
City Clerk	316,211		178,379	56.41%
Human Resources	422,500		258,521	61.19%
Finance	773,428		446,679	57.75%
MIS	1,073,500		491,971	45.83%
Purchasing	301,437		174,478	57.88%
Planning	478,772		270,615	56.52%
Code Enforcement	894,695		520,135	58.14%
Police	13,364,012		7,400,297	55.37%
Public Works/Director	93,350		50,469	54.06%
Public Works/Fleet Maint.	620,981		344,582	55.49%
Public Works/Facilities Maint.	899,574		559,330	62.18%
Public Works/Parks & Grounds	2,037,053		1,166,780	57.28%
Public Works/Streets	1,688,544		1,056,990	62.60%
Engineering	1,157,454		530,233	45.81%
Riverwalk	154,822		95,318	61.57%
Administrative	10,051,331		10,831,202	107.76%
Total Expenditures	\$ 35,803,121	\$	25,160,246	70.27%
Net Resources			\$ 7,869,821	
Total Available Resources			\$ 12,722,142	
Less:				
10% Budget Reserve			(3,580,312)	
Reserve			(600,000)	
Unrestricted Resources			\$ 8,541,830	

Special Revenue Funds

FPRA	Budget	FYTD	%
Beginning Available Resources		\$ 281,884	
Revenue:			
Taxes	5,020,612	5,127,986	102.14%
Licenses & Permits	0	0	0.00%
Intergovernmental	0	8,459	0.00%
Miscellaneous Revenue	160,500	154,518	96.27%
Transfers	737,543	1,526,901	207.03%
Total Revenue	5,918,655	6,817,864	115.19%
Expenses:			
Operating	321,914	237,524	73.78%
Capital Outlay	0	839,079	0.00%
Other Programs & Projects	20,000	20,000	100.00%
Transfers	5,576,741	5,556,390	99.64%
Total Expenses	5,918,655	6,652,993	112.41%
Net Resources		164,871	
Unrestricted Resources		\$ 446,755	

CDBG	Budget	FYTD	%
Beginning Available Resources		\$ 811,299	
Revenue:			
Intergovernmental Revenue	866,461	219,337	25.31%
Misc. Revenue	0	3,517	0.00%
Transfers	0	0	0.00%
Total Revenue	866,461	222,854	25.72%
Expenses:			
Administrative	162,266	89,670	55.26%
Rehabilitation Department	45,000	59,930	133.18%
Capital Outlay	43,252	4,320	0.00%
Economic Development	270,000	171,282	63.44%
Public Service	118,940	293	0.25%
Unencumbered	0	0	0.00%
Roll Over Expenditures	227,003	0	0.00%
Total Expenses	866,461	325,495	37.57%
Net Resources		(102,641)	
Unrestricted Resources		\$ 708,657	

Grant Administration	Budget	FYTD	%
Beginning Available Resources		\$ 907,853	
Revenue:			
Program Income	0	9,280	0.00%
Misc. Revenue	180,250	3,622	2.01%
Interfund Transfers	0	0	0.00%
Total Revenue	180,250	12,902	7.16%
Expenses:			
Personnel Services	0	0	0.00%
Operating	180,250	1,785	0.99%
Transfers	0	0	0.00%
Total Expenses	180,250	1,785	0.99%
Net Resources		11,116	
Unrestricted Resources		\$ 918,969	

SHIP	Budget	FYTD	%
Beginning Available Resources		\$ 258,061	
Revenue:			
SHIP	267,860	192,043	71.70%
Program Income	40,000	50	0.00%
Misc. Revenue	500	1,243	0.00%
Carry Over Funding	854,760	0	0.00%
Total Revenue	1,163,120	193,336	16.62%
Expenses:			
Operating	91,786	359	0.39%
Grants/Programs & Projects	1,071,334	32,864	3.07%
Total Expenses	1,163,120	33,223	2.86%
Net Resources		160,113	
Unrestricted Resources		\$ 418,173	

Enterprise Funds

Marina	Budget	YTD	%
Beginning Available Resources			
	\$	288,946	
Revenue:			
Grants	470,000	0	0.00%
Charges for Services	1,464,348	1,005,001	68.63%
Misc. Revenue	1,426,800	1,367,822	95.87%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	376,154	0	0.00%
Total Revenue	3,737,302	2,372,823	63.49%
Expenses:			
Personnel Services	399,440	226,502	56.70%
Operating	2,902,537	1,874,234	64.57%
Capital	498,000	1,933	0.39%
Debt Service	451,115	224,570	49.78%
Non Operating	404,830	141,361	34.92%
Total Expenses	4,655,922	2,468,600	53.02%
Plus Depreciation		652,477	
Net Resources		556,699	
Unrestricted Resources Available	\$	845,645	

Golf Course	Budget	YTD	%
Beginning Available Resources			
	\$	(80,725)	
Revenue:			
Charges for Services	1,259,500	731,078	58.05%
Misc. Revenue	127,750	57,556	45.05%
Transfers	0	170,000	0.00%
Approp Retained Earnings	0	0	0.00%
Total Revenue	1,387,250	958,634	69.10%
Expenses:			
Personnel Services	599,455	333,976	55.71%
Operating	883,883	559,857	63.34%
Capital	6,000	0	0.00%
Non Operating	32,641	0	0.00%
Total Expenses	1,521,979	893,833	58.73%
Plus Depreciation		79,416	
Net Resources		144,217	
Unrestricted Resources Available	\$	63,492	

Building	Budget	YTD	%
Beginning Available Resources			
	\$	677,253	
Revenue:			
Licenses & Permits	1,355,000	684,014	50.48%
Charges for Services	22,000	13,925	63.30%
Fine & Forfeits	3,000	800	26.67%
Misc. Revenue	16,000	11,574	0.00%
Transfers	0	0	0.00%
Approp Retained Earnings	(8,852)	0	0.00%
Total Revenue	1,387,148	710,313	51.21%
Expenses:			
Personnel Services	905,915	390,175	43.07%
Operating	438,700	341,256	77.79%
Capital	42,533	538	0.00%
Non Operating	0	0	0.00%
Total Expenses	1,387,148	731,970	52.77%
Plus Depreciation		0	
Net Resources		(21,656)	
Unrestricted Resources Available	\$	655,597	

Solid Waste	Budget	YTD	%
Beginning Available Resources			
	\$	1,059,813	
Revenue:			
Charges for Services	6,219,000	3,858,979	62.05%
Misc. Revenue	4,000	47,257	1181.42%
Approp Retained Earnings	367,431	0	0.00%
Total Revenue	6,590,431	3,906,236	59.27%
Expenses:			
Personnel Services	2,040,266	1,191,317	58.39%
Operating	3,585,165	2,489,365	69.44%
Capital	450,000	101,202	22.49%
Non Operating	800,000	415,000	51.88%
Total Expenses	6,875,431	4,196,885	61.04%
Plus Depreciation		167,661	
Net Resources		(122,988)	
Unrestricted Resources Available	\$	936,825	

Sunrise Theatre	Budget	YTD	%
Beginning Available Resources			
	\$	(154,392)	
Revenue:			
Grants	0	0	0.00%
Charges for Services	3,640,000	2,155,036	59.20%
Misc. Revenue	582,300	257,487	44.22%
Transfers	450,000	572,000	127.11%
Total Revenue	4,672,300	2,984,523	63.88%
Expenses:			
Personnel Services	578,243	306,318	52.97%
Operating	4,441,620	2,989,688	67.31%
Capital	187,437	745	0.40%
Non Operating	0	0	0.00%
Total Expenses	5,207,300	3,296,751	63.31%
Plus Depreciation		312,496	
Net Resources		268	
Unrestricted Resources Available	\$	(154,124)	

Stormwater	Budget	YTD	%
Beginning Available Resources			
	\$	1,978,842	
Revenue:			
Federal Grants	0	0	0.00%
State Grants	0	150,500	0.00%
Charges for Services	2,502,089	2,506,604	100.18%
Misc. Revenue	15,000	602,389	4015.93%
Transfers	0	0	0.00%
Approp Retained Earnings	639,033	0	0.00%
Total Revenue	3,156,122	3,259,493	103.28%
Expenses:			
Personnel Services	0	0	0.00%
Operating	3,126,067	1,923,688	61.54%
Capital	20,000	19,521	97.61%
Non Operating	1,196,055	1,335,130	0.00%
Total Expenses	4,342,122	3,278,340	75.50%
Plus Depreciation		694,120	
Net Resources		675,274	
Unrestricted Resources Available	\$	2,654,116	

**RESTRICTED REVENUE RECONCILIATION
THRU 4/30/2017**

6/8/2017

	Receipts Budget 2009-2013	Receipts Budget 2013-2014	Receipts Budget 2014-2015	Receipts Budget 2015-16	Receipts Budget 2016-17	Total Receipts	Expenses Budget 2009-2013	Expenses Budget 2013-2014	Expenses Budget 2014-2015	Expenses Budget 2015-2016	Expenses Budget 2016-2017	Committed	Expend Total	Balance FY2017		
Parks MSTU	1,022,567.00	176,773.00	151,555.00	122,958.00	18,027.00	1,491,880.00	399,714.00		260,145.00	197,819.40	102,520.00	100,000	(7)(8)	1,060,198.40	431,681.60	
Grants	186,300.00					186,300.00	186,300.00								186,300.00	0.00
Art in Public Places	208,722.00					208,722.00	23,738.15				180,400.00	0.00	(9)	204,138.15	4,583.85	
Royalties (Gaming)	246,147.98	43,689.44	42,165.03	35,026.31	37,007.10	404,035.86	224,985.60	5,937.11	a					230,922.71	173,113.15	
Tree Preservation Fees	40,000.00	6,000.00	10,900.00	17,700.00		74,600.00	5,136.88		3,831.10	14,856.96	1,333.72			25,158.66	49,441.34	
Sidewalks PILO		938.22	13,779.00	0.00	987.60	15,704.82								0.00	15,704.82	
Parking PILO		16,000.00	2,000.00	34,000.00		52,000.00								0.00	52,000.00	
Storm Water Utility Fee	26,177.25	1,920.97	8,065.48	8,132.58	2,554.32	46,850.60								0.00	46,850.60	
Road Impact Fees	268,273.06	87,390.57	116,573.34	246,932.06	26,009.72	745,178.75	137,687.14	0.00	19,125.95	0.00	107,143.55	401,159	(10)(11)(12)(13)	665,115.64	80,063.11	
Park Impact Fees	166,726.17	23,628.91	26,241.54	43,724.83	18,771.42	279,092.87	63,331.76	13,772.80	99,072.00					176,176.56	102,916.31	
Building Impact Fees	70,681.00	8,318.30	18,260.11	39,594.08	6,288.17	143,141.66	8,735.09							8,735.09	134,406.57	
Solid Waste	19,233.86	2,056.73	7,355.23	6,654.21	1,758.80	37,058.83	19,233.86							19,233.86	17,824.97	
Impact Admin Fee	15,710.16	7,215.15	5,718.41	11,411.91	1,790.70	41,846.33	15,710.16	2,523.72	1,440.94	494.18	4.00			20,173.00	21,673.33	
Multimodal Transportation	0.00	4,000.00				4,000.00								0.00	4,000.00	
PFSRD Parks and Recreation	7,500.00					7,500.00	0.00	7,500.00				0		7,500.00	0.00	
PFSRD Road Improvements	129,258.58					129,258.58	73,529.71							73,529.71	55,728.87	
Other Miscell. Restricted	48,808.29		76,958.91	235,541.10		361,308.30	48,808.29							48,808.29	312,500.01	
Sunrise Theatre Capital Fee					110,174.00	110,174.00								0.00	110,174.00	
Sale of Surplus Land-FPRA	0.00	0.00	0.00	0.00	940,325.10	940,325.10								0.00	940,325.10	
Sale of Surplus Land-Gen	0.00	0.00	0.00	0.00	50.00	50.00								0.00	50.00	
Uncommitted Funds	31,139.56	4,399.72	4,930.10	7,401.94	5,783.49	53,654.81	31,139.56							31,139.56	22,515.25	
	551,091.34	382,331.01	484,502.15	809,077.02	1,169,527.42	1,251,322.71	1,238,050.20	29,733.63	383,614.99	213,170.54	391,401.27	501,159		2,757,129.63	2,575,552.88	

City Commission Regular Meeting

12.b.

Meeting Date: 06/19/2017

Re: Presentation - 2016-2017 Grants Administration Overview

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Federal and State-Funded Activities - Grants Administration Division

SUMMARY:

Commission-requested presentation on Federal and State-funded activities.

RECOMMENDATION:

Allow this presentation on Federal and State-funded activities.

ALTERNATIVES:

Do not allow the presentation.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

OTHER INFORMATION:

There will be no fiscal impact from this presentation.

Attachments

Project

Form Review

Inbox

Finance Department

City Manager

Form Started By: Libby Woodruff

Final Approval Date: 06/09/2017

Reviewed By

Johnna Morris

Nick Mimms

Date

06/08/2017 01:40 PM

06/09/2017 01:51 PM

Started On: 06/06/2017 03:15 PM

2016-2017 – OVERVIEW

DEPARTMENT OF FINANCE
GRANTS ADMINISTRATION DIVISION



Public Services

May 1, 2017 – City Commission Awarded 13 Grants for Public Services

▪ Opportunity Promotion

- Hometown News
- LaVoz Spanish Newspaper
- St. Lucie News Tribune
- Lincoln Park Main Street Newsletter
- Emails to Previous Grantees, Area Organizations, Churches
- Call Back List
- Press Releases / City Website / Social Media

CDBG Allocation - \$50,000
Encumbered - \$50,000



Public Services

2017 Summer Jam Basketball Camp – Percy Peek Gymnasium

- 8 Week Camp – M-F – 8am-5pm
- 50 Youth/Day
- Breakfast, Lunch & Snacks
- 7 Paid Staff

■ Opportunity Promotion

- Fort Pierce Elementary & Middle Schools
- Lincoln Park Main Street
- Granny's Kitchen
- Children's' Services Council of SLC
- TC Food Bank
- Flyers at City Hall
- Flyers Mailed to 2016 Camp Participants

CDBG Allocation -	\$10,000
Grant - CSCSLC	\$10,000
Encumbered -	\$20,000

3rd Annual

Summer Jam Basketball Camp



FREE SUMMER FUN
Ages 7 - 17 Years

June 12 - August 4 ~ Monday-Friday - 9^{am} - 5^{pm}
Percy Peek Gymnasium - 2902 Avenue D

FREE Camp Includes:

- ✦ Daily Breakfast, Lunch & Snack
- ✦ Basketball Instruction & Practice
- ✦ Field Trips
- ✦ Games & Crafts
- ✦ Life Skills Activities
- ✦ Reading, Math, Science Labs

SPACE IS LIMITED

First 50 Youth Per Day ~ Ages 7-17 Years

REGISTRATION IS REQUIRED

Register Online: cityoffortpierce.com/661/Summer-Jam-Basketball-Camp

Register In Person: Percy Peek Gym - During Camp Hours

More Information: Call 772-971-6118 or 772-467-3169

Sponsored by the City of Fort Pierce, with help from our Partners:



Weatherization Program

- Atlantic Avenue
- North 22nd Street
- North 16th Street
- North 27th Street
- Booker Street
- North 18th Street
- South 21st Street
- North 12th Street
- Mayflower Road
- North 26th Street
- North 30th Street

Opportunity Promotion

- FPUA – Utility Bill Insert
- FPUA Offices
- Granny’s Kitchen
- Flyers and Poster - City Hall
- Hometown News
- St. Lucie News Tribune
- TC Food Bank
- SLC Council on Aging
- SLC Community Services Offices

Funding - General Fund - \$35,000
 CDBG - \$20,000

All Funding Allocated for this Program is Expended.



FREE
Weatherization
Assistance

Weatherization Education Outreach Program (WEOP)

Services may include, but are not limited to:

- Air Sealing (weather-stripping, caulking, thresholds, etc.) ♦ Attic and Wall Insulation
- ♦ Programmable Thermostats ♦ Compact Florescent Lamps (replace old light bulbs)
- ♦ Seal and Insulate Heat/Air Duct Work ♦ Refrigerator Replacement (inefficient refrigerators)
- ♦ Water Heater Replacement (inefficient water heaters)
- ♦ Minor repairs for inefficient heating/cooling systems ♦

HOW DOES THE PROGRAM WORK ?

The Weatherization Program has 4 Steps:

1. Fill out and submit a Weatherization Application to the Fort Pierce Utilities Authority (FPUA), who will determine your eligibility.
2. After you are approved, FPUA will conduct an energy audit of your home to identify your weatherization needs.
3. Your home will receive weatherization services.
4. Your home will be inspected to assure weatherization services were completed correctly.



WHO IS ELIGIBLE FOR THE PROGRAM ?

- ♦ Eligibility is based on household income, relative to Federal low-income guidelines.
- ♦ You must own AND occupy the home to be weatherized.
- ♦ Family income cannot be higher than the limits listed in the following chart (2016 Income Limits).

FAMILY SIZE	MAX HOUSEHOLD INCOME
1	\$19,750
2	\$22,550
3	\$25,350
4	\$28,150
5	\$30,450
6	\$32,700
7	\$34,950
8	\$37,200

HOW TO APPLY:

1. Pick up a Weatherization Grant Application from the Department of Urban Redevelopment, Fort Pierce City Hall, 100 North U.S. Hwy. 1 or at the FPUA Customer Service Lobby - 206 South 6th Street.
2. Complete the application and return it, with all required documentation, to the Department of Urban Redevelopment at Fort Pierce City Hall or the FPUA Customer Service Lobby.

If approved, you will be contacted via telephone to schedule your Home Utility Assessment. The Home Utility Assessor will inspect your home and determine which forms of assistance will be available for you under the grant.

For More Information: Contact a FPUA Customer Service Representative - 772-466-1600, or Call Fort Pierce City Hall Department of Urban Redevelopment - 772-467-3183, or email kmike@city-ftpierce.com to have an application emailed or mailed to you.

Commercial Façade Grant Program

- **2 Applications Under Review**
- **Opportunity Promotion**
 - Solar and Energy Loan Fund Cross-Promotion
 - Keep Fort Pierce Beautiful
 - FPUA
 - Lincoln Park Main Street – Door-to-Door Promo and Newsletter
 - Main Street Fort Pierce Newsletter
 - Press Releases to:
St. Lucie News, Hometown News, LaVoz Spanish Newspapers

CDBG Allocation -	\$50,000
Expended -	\$0
Encumbered -	\$10,000



**Facade Grants
Now Available**

Click for more info

Small Business Education and Grant Opportunity

▪ Opportunity Promotion

- Service Corps of Retired Executives (SCORE)
- Indian River State College
- Granny's Kitchen
- Lincoln Park Main Street Newsletter
- Main Street Fort Pierce Newsletter
- City Hall
- Flyers Mailed to Small Businesses with BTRs
- Flyers Mailed to Previous Attendees
- Press Releases to:
St. Lucie News, Hometown News,
LaVoz Spanish Newspapers

CDBG Allocation – 2015	\$90,000
CDBG Allocation – 2016	<u>\$45,000</u>
<u>Total Allocation</u>	<u>\$135,000</u>
Expended -	\$106,211
Encumbered -	<u>\$ 21,000</u>
Total Expended & Encumbered	\$127,211



Small Business Education Opportunity

- Opportunity Promotion
 - Service Corps of Retired Executives (SCORE)
 - Florida Small Business Development Center (SBDC)
 - St. Lucie County EDC
 - St. Lucie County TDC
 - FPUA Utility Bill Insert
 - Granny's Kitchen
 - Lincoln Park Main Street Newsletter
 - Main Street Fort Pierce Newsletter
 - City Hall
 - Radio:
 - Fort Pierce, West Palm Beach, Orlando
 - Social Media: FL, NC, GA, AL

Same Activity
As Previous Page

CDBG Allocation - 2015	\$90,000
CDBG Allocation - 2016	\$45,000
Total Allocation	\$135,000
Expended -	\$106,211
Encumbered -	\$ 21,000
Total Expended & Encumbered	\$127,211



**1ST Annual
Treasure Coast
Minority Business Expo**

“Momentum to Move The Financial Meter”
Entertainment-Empowerment-Enrichment

FREE Business & Life Coaching Sessions
August 12, 2017 8am – 5pm
Havert L. Fenn Center ~ 2000 Virginia Ave. Fort Pierce, Florida


Martine Alphonse
Business Coach


Teresa Bishop
Consultant


Benjamin C. Braxton III
MBA . MA


Anthony Chambers
Personal Power Life Coach


Tasha Chen
Science of Getting Rich


Becky A. Davis
National Spokesperson


Bernadette L. Harris
MS . MBA . CFE


Martha Cooper Hudson
Women of Greatness


Mallissa A. Newton
Life Coach


Jay Sharpe
Author-Chicken Lyrics


Nicole Stokes
Financial Services Specialist


Peter J. Tesch
EDC President, St. Lucie County, FL

RSVP REQUIRED FOR EACH SESSION: www.AABBTREASURECOAST.COM

FREE KICK-OFF PARTY
Friday, August 11 ~ 5pm-9pm
 Havert L. Fenn Center, 2000 Virginia Avenue, Fort Pierce, Florida
R&B / Comedy / Blues / Gospel

Vendor/Sponsor Information: info@aabbtreasurecoast.com 772-971-0469

Sponsored by the City of Fort Pierce, with help from our Partners:










Job Training Opportunities

- **Opportunity Promotion**

- Campers at Summer Jam Camp
- Indian River State College
- Career Source Research Coast
- Granny's Kitchen
- Lincoln Park Main Street Newsletter
- City Hall

CDBG Allocation -

\$0



Annual Job Fair

- **Opportunity Promotion**
 - Career Source Research Coast
 - Indian River State College
 - FPUA Utility Bill Insert
 - Radio Ads – 3 weeks prior
 - City Social Media
 - Cross Promote with Employers
 - Press Releases to Hometown News, St. Lucie News Tribune, LaVoz Spanish Newspapers
 - Lincoln Park Main Street
 - Main Street Fort Pierce

CDBG Allocation -	\$5,000
Expended -	\$2,300



3rd Annual Job Fair – January 25, 2018

Promotion of Local Art and Cultural Heritage

- **Annual Highwaymen Art Show and Festival**
 - Radio, TV Advertisements and Social Media
 - Direct Contact with Vendors
 - Granny's Kitchen
 - Press Releases to Hometown News, St. Lucie News Tribune, LaVoz Spanish Newspapers
 - Lincoln Park Main Street
 - Main Street Fort Pierce
 - Indian River Magazine
 - Onyx Magazine

This Activity Also Includes:

- Community Mural Project
- Highwaymen Grave Mosaics
- Marketing/Promotion of Highwaymen & Hurston

CDBG Allocation - \$30,000
Expended \$10,800
Encumbered - \$11,500



3rd Annual – Saturday, February 17, 2018

World Changers and Paint Our Town

■ Opportunity Promotion

- World Changers Organization
- Mount Bethel Human Services Corp.
- Sword Outreach Ministry
- Area Churches
- City Website
- Word of Mouth
- Underway Projects

Avenue P
North 24th Street
Avenue Q
Avenue G
North 27th Street
Avenue M
Avenue H
North 18th Street

North 26th Street (2)
North 16th Street
Zora Neale Drive
Hickory Street
North 15th Street
Avenue J (2)
Rosalind Avenue
North 23rd Street
Valencia Avenue (3)

CDBG Allocation - \$20,000
Expended \$ 3,200
Encumbered - \$ 7,000



State Housing Initiatives Partnership - SHIP



**1st Time Homebuyer
Down Payment
Closing Cost Assistance**

- 2 - Home Purchases 5/2017
- 6 - Approved- Currently Looking for Homes
- **Opportunity Promotion**
 - Area Realtors
 - SLC Lending Consortium
 - SLC Community Services
 - Area Churches
 - City Hall and Website
 - Lincoln Park Main Street
 - Main Street Fort Pierce
 - St. Lucie News Tribune, Hometown News, LaVoz Spanish Newspapers

**Owner-Occupied
Home Rehabilitation**

- **Currently Underway – 8 :**
 - North 27th Street (2 homes)
 - Valencia Avenue
 - Raymond Avenue
 - Rhode Island Avenue
 - North 16th Street
 - Oleander Blvd.
 - Avenue I

Total SHIP Funds -	\$964,200
Expended -	\$ 37,000
Encumbered -	\$290,000
Available -	\$637,200

- **Opportunity Promotion
September, 2017**
 - Call Back List
 - SLC Community Services
 - Area Churches
 - Lincoln Park Main Street
 - City Hall & Website
 - FPUA Bill Insert
 - St. Lucie News Tribune, Hometown News, LaVoz Spanish Newspapers

Questions ?

City Commission Regular Meeting

12.c.

Meeting Date: 06/19/2017

Re: Update on Fisherman's Wharf Joint SLC and FP Plan

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Update on the Joint Planning Process

Attachments

Fisherman's Wharf

Form Review

Inbox

City Manager

Form Started By: Rebecca Grohall

Final Approval Date: 06/09/2017

Reviewed By

Nick Mimms

Date

06/09/2017 01:52 PM

Started On: 06/02/2017 12:53 PM



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Table of Contents



3. Executive Summary
4. Project Area Description
5. Project Boundary Map
6. Project Boundary Map: wide angle
7. Project Area Map with Buffer/Connectivity needs
8. Project Objectives and Desired Outcomes
9. Public and Elected Official Input
12. Online Workshop Results
13. Conceptual Site Plan
14. Street Sections addressing massing, scale, height, build-to lines, lighting and street trees
 - A. Fisherman's Wharf
 - B. Indian River Drive
 - C. Second Street
17. Wayfinding design, Street Furniture, Lighting options
18. Perspective Conceptual Renderings
20. Issues for Future Study



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Executive Summary

Fisherman's Wharf Redevelopment Plan is a joint community planning effort between St. Lucie County and the City of Fort Pierce, supported by a grant from the Department of Economic Opportunity. The plan acts to guide the development of a high quality "transition zone" between residential, retail and recreational areas of historic Downtown Fort Pierce and the industrial, job-creating port. The Plan identifies the facilities and infrastructure needed to support the anticipated business and operations within the zone, including:

- Street and street intersection design and amenity features
- Wayfinding signage and information systems
- Landscaping
- Architectural responses to climate such as shading
- Street furnishings
- Lighting options
- Massing, scale, height and setbacks for building frontage along the street
- Location of parking, and stormwater management facilities

As a result of the planning effort, stakeholder outreach and elected official input, the Plan proposes to redevelop Fisherman's Wharf by building on the existing strengths of this active working commercial and recreational waterfront. It proposes the expansion of the public boat ramps and boat trailer parking, extending the public linear access to the water, which originates in Downtown Fort Pierce, adding two public plazas along the waterfront, retention and expansion of restaurant, bar and entertainment uses, marine retail uses, the addition of commercial fisheries and seafood markets, and short-term stay accommodations.

The Plan contemplates a varied 1-5 story building height, a parking structure topped with a short-term stay accommodation, and complete streets throughout the planning area.



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Description of Project Area



Fisherman's Wharf is a 24.5 acre mixed use area lying between the industrial Port to the north and the designated historic districts of Downtown and Edgartown to the south.

Current uses include restaurants, a marina, boat storage, boat ramps, bait and tackle, boat rentals, boat sales, and multi-family residential.

While the restaurants, boat ramps and marine commercial uses are popular destinations for locals and tourists alike, the majority of the land area is underutilized.

The East Coast Greenway Trail will extend through this area, and this planning exercise allowed the opportunity to site the trail through the planning area

The boat ramps and marina are well-used as the Fort Pierce Inlet is located directly to the east of the planning area, with no bridges impedances. The Inlet is recognized as one of the safest on the east coast of Florida to navigate and leads to world class recreational fishing off the coast of St. Lucie County.

The Port of Fort Pierce has been identified by the St. Lucie County Board of County Commissioners and the Fort Pierce City Commission as a strategic redevelopment priority to create quality marine industrial and marine commercial jobs.

Edgartown Historic District, lying to the south, is a historic district, and the site of the original settlement area of Fort Pierce. It developed in the late 1800's as a fishing village and the small, 1- and 2-story frame vernacular structures remain and are being redeveloped into a residential and mixed use neighborhood, leading into a vibrant Downtown historic district.

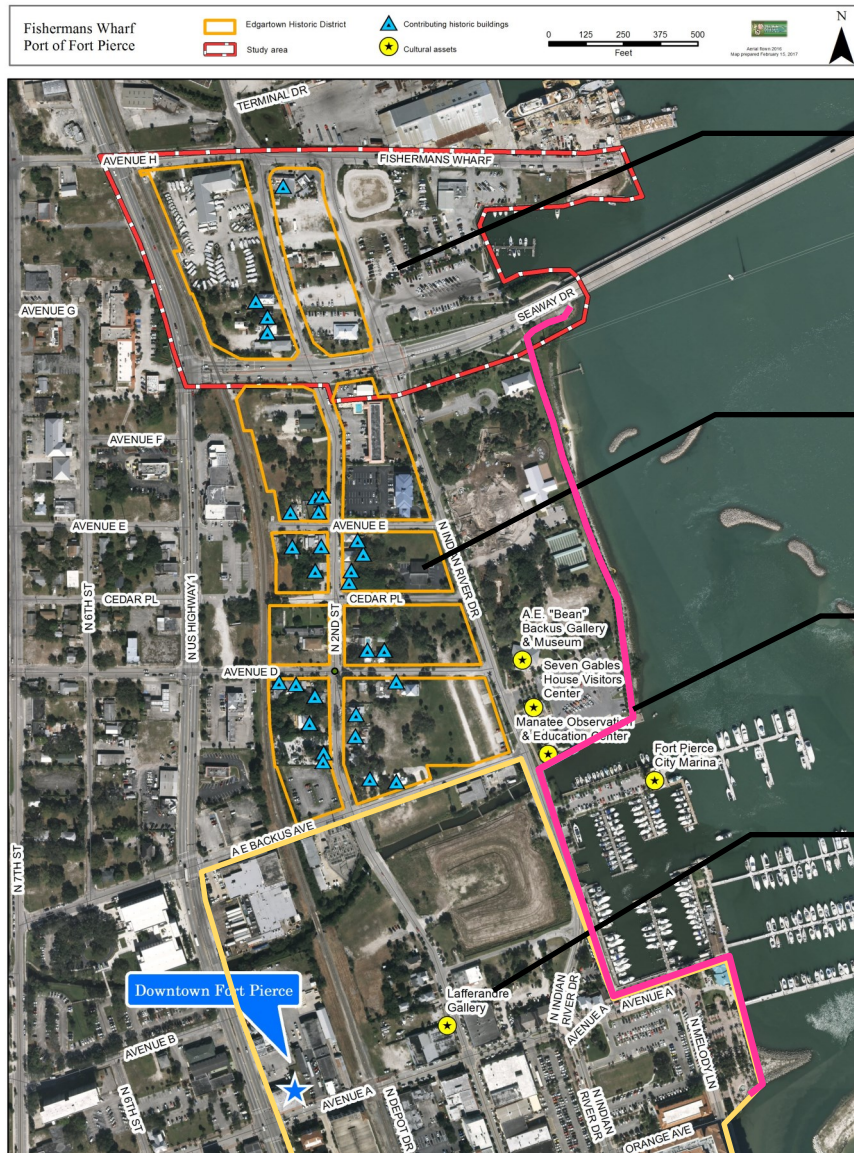


Port of Fort Pierce Fisherman's Wharf Redevelopment Plan Project Boundary Map



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Project Boundary Map: Wide Angle



Fisherman's Wharf

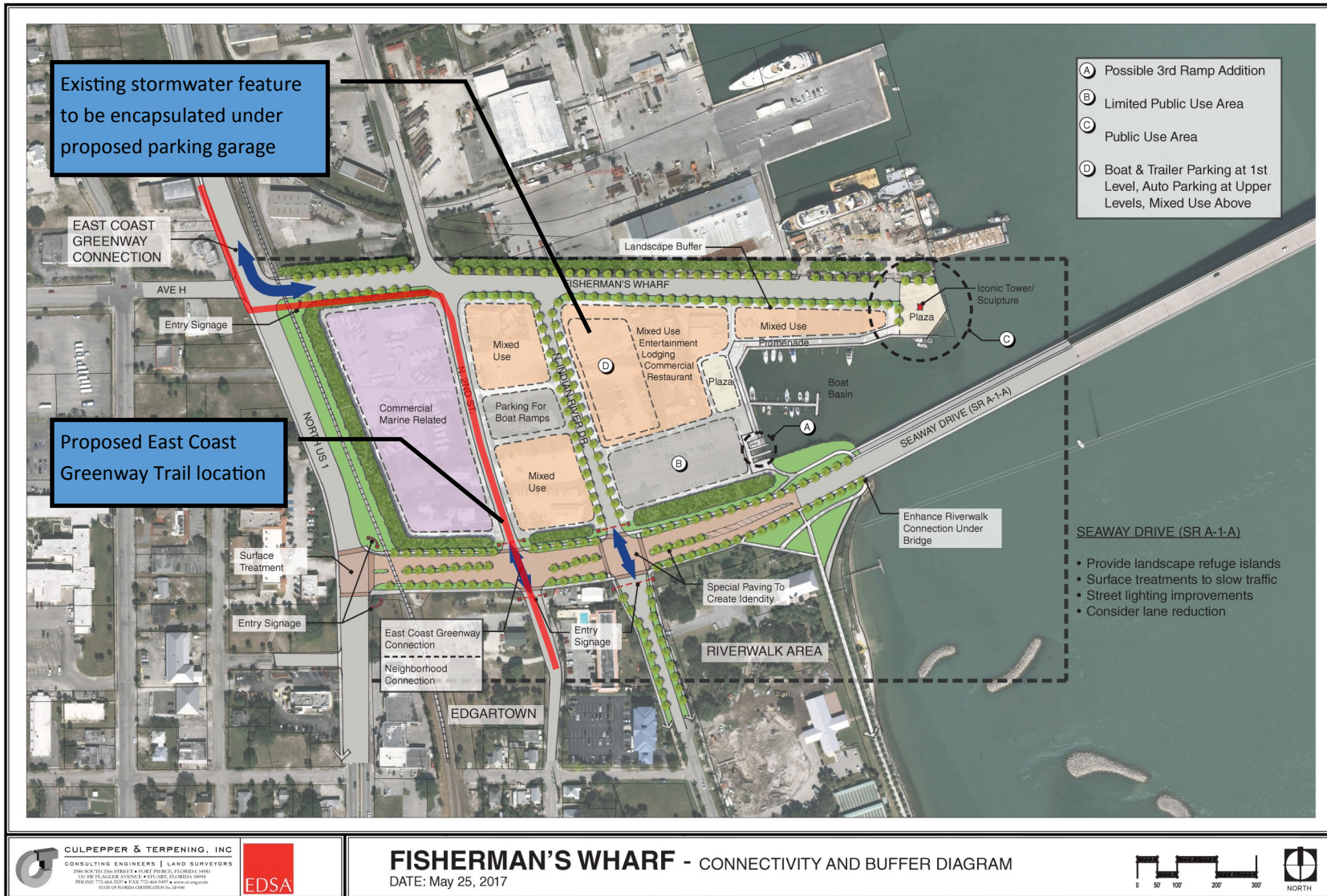
Edgartown Historic District

Riverwalk
Pedestrian Access

Downtown Historic District

Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

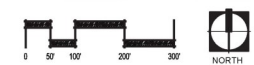
Project Boundary Map w/ Buffers



CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS
700 SOUTH 20th STREET • FORT PIERCE, FLORIDA 34946
TEL: 888.444.4444 • FAX: 888.444.4444 • www.cti-engineers.com
FOUNDER: W. EDWARD TERPENING, JR., P.E.



FISHERMAN'S WHARF - CONNECTIVITY AND BUFFER DIAGRAM
DATE: May 25, 2017



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Project Objectives and Desired Outcomes



1. Redevelop Fisherman's Wharf as a high quality buffer or Transition Zone between the industrial Port of Fort Pierce and the mixed use historic districts to the south.
2. Build on the existing strengths of recreational and commercial fishing. Retain or expand such access, including boat trailer parking.
3. Move the program of public access to the waterfront from the center of the industrial port (Harbor Point) and invest in quality public access at Fisherman's Wharf.
4. Create safe, pedestrian and bike-friendly access between Fisherman's Wharf and Downtown Fort Pierce.
5. Retain popular uses and businesses in the Fisherman's Wharf area.



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Public & Elected Official Input



The Draft Fisherman's Wharf Draft Urban Design Concepts Report was presented to the St. Lucie County Commission on April 18, 2017 and to the Fort Pierce City Commission on April 17, 2017.

Fort Pierce City Commission feedback:

1. Focusing redevelopment on an existing strength (recreational fishing and its auxiliary uses) is in keeping with the policy direction of the City Commission.
2. Expanding the number of boat ramps from two to three meets a community need.
3. Expanding the amount of boat trailer parking should be addressed in the final plan.
4. Integrating limited short term stay or limited residential uses may be appropriate if such uses are marketed to those wanting simple accommodations next to a working port with attendant noise, dust, vibration and odors.
5. Retaining and expanding linear public access to the water is an important public benefit, in line with City policy.

6. Ensure retention of valued tenants in the planning area.
7. Heavy landscape is an important buffer component between the working port and the Fisherman's Wharf area
8. The neighborhood is a working man's sport where people boat and fish

9. Pedestrian connections are difficult across Seaway Drive. The Drive is wide, and the traffic off the bridge is fast moving. People are concerned about what they will find in the under bridge pedestrian connection. Consider alternatives, perhaps to be studied in the future.
10. Like the 4-5 story height for this area.



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Public & Elected Official Input



Good buffer option between working industrial port and historic districts to the south.

St. Lucie County Board of County Commissioners feedback:

1. Ensure no incompatible uses are developed adjacent to the working port area.
2. Clarify through layer management the arrangement of existing and proposed uses. For instance, call out the location and treatment of the existing stormwater retention area.
3. Retention of existing popular businesses is key to the success of any plan, even though the business may be housed in a new structure as a result of the plan.
4. Engage stakeholders through a public workshop.

Stakeholder Workshops:

Stakeholder and Property Owner Public Workshop (public notice): April 28, 2017

Fort Pierce First United Methodist Congregation (by invitation)

Presentation to Hibiscus Park (Fort Pierce) Neighborhood Association (by invitation)

Stakeholder Workshops feedback:

Desirable: Additional boat ramp(s), Additional boat trailer parking, more fish cleaning stations, open plaza, Parking Garage elevation rendering appearance

Undesirable: To lose tenants like 12 A Buoy restaurant and Captain's Galley Restaurant

Concerns: The first story of the parking garage may not be able to accommodate the height and turning radius of Boat Trailer Parking, as proposed in the draft report. Feasibility of valet boat trailer parking also a concern.

- Safety features should include wider sidewalks and better pedestrian connections to Downtown, better lighting, bicycle lanes, above



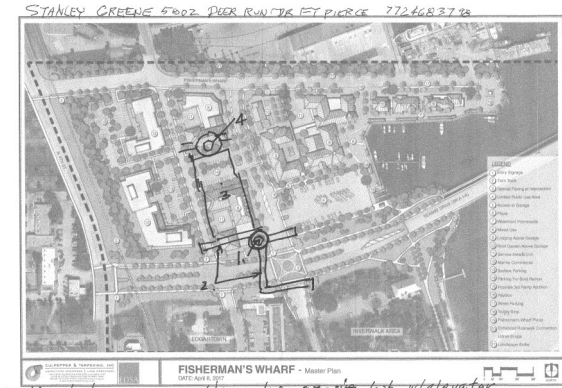
Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Public & Elected Official Input



- street walkways, a waterfront promenade along the entire planning area and a buffer between the east and west port areas.
- In order to improve circulation, stakeholders suggest additional loading and boat launch areas, more boat trailer storage areas, and better signage. There were individual comments suggesting the relocation of the boat ramps to the north end of the port, within the industrial port area. Another comment suggested closure of the boat ramp altogether.
- Stakeholders suggested ideal uses should include: fishing and other retail shops, restaurants, vacation rentals, hotels, seafood markets, wholesale commercial fisheries, bait and tackle establishments and bars and entertainment.
- Most respondents supported the concept of vacation rentals as a short term stay use as opposed to resort hotel. There is a market for overnight stay accommodations to support the recreational fishing amenities offered out of the Fort Pierce Inlet and Indian River Lagoon.

There is also some interest in residential units, provided that the occupants understand and appreciate the proximity to a working port with attendant noise, dust, vibration and odors.



Example of stakeholder markup, submitted online



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Online Workshop



Outreach Methods:

The Online Workshop was publicized via two televised Commission meetings, the County webpage, and County social media including Facebook and Twitter.

Outreach Analytics:

Clicks: 514

Average User Time per Page: 1m 55s

Number of Surveys Completed: 19

Demographics: Over three-fourth of the respondents to the web-based workshop are fulltime St. Lucie County residence. All are of varying age groups between the ages of 18-74 with the majority group falling within the 55-64 year old age range.

Summary of Online Workshop Comment:

What do you like about the area now?

- Restaurants, location, view, boat ramps, “salty feel...not difficult to imagine commercial fishermen unloading and treasure hunters returning with bounty.”

What do you like about the Urban Components Report?

- Warehouse district idea, a good transition between working port and residential area, a positive expansion of Downtown Fort Pierce

What can be improved in the Plan?

- Create a treasure museum to build on the history of the 1715 Fleet, more commercial/industrial uses, train station adjacent to the FEC RR tracks, create focal point, add elevated pedestrian bridge over Seaway Drive.

Best uses for the area? (Listed in order of votes)

- Fishing Retail shops, Seafood Markets, Restaurants, Entertainment, Bars, Boat Services, Hotel, Vacation Rentals, Wholesale Fisheries, Treasure Museum, Condos, Glamping

Most desirable amenities to include/expand:

- Expand boat ramps and fish cleaning stations, Open public plaza, Boat fueling station, rooftop observation tower, additional floating docks.

Other comments

- “The State of FL has hundreds of millions of 1715 shipwreck treasure recovered within miles, locked away in Tampa, FL. The public doesn’t even know about this and it could be a serious draw for the Treasure Coast!” “We should have the finest treasure Museum in the world and it should be situated at Fisherman’s Wharf.” “Think About the vast jewels, gold and silver coins displayed at free exhibits. People would talk about it! Talking about Ft Pierce is what we need to grow tourism!”
- “Very excited to see this area being updated and upgraded. Can’t wait!”

www.fishermanswharflc.org

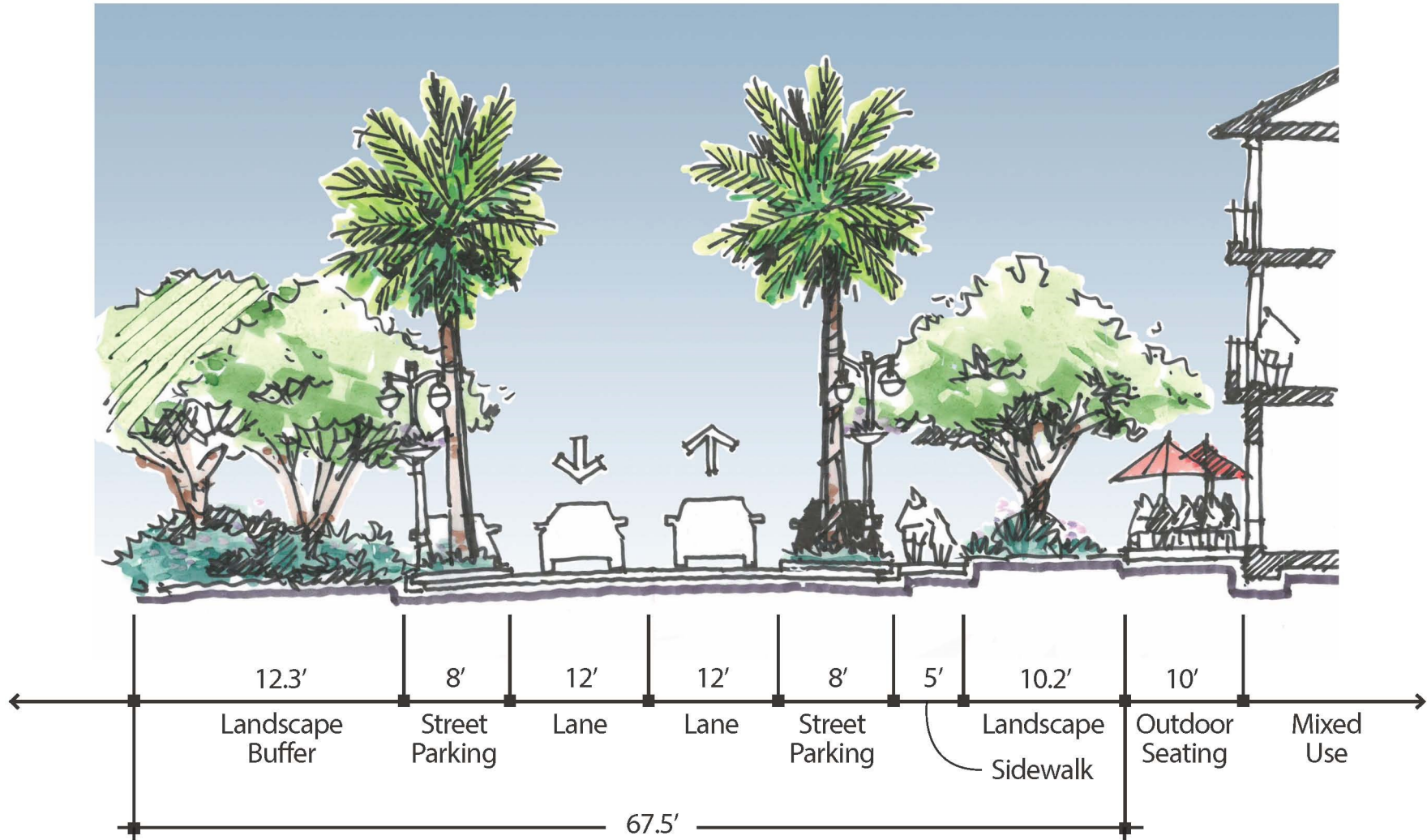
Port of Fort Pierce Fisherman's Wharf Redevelopment Plan Conceptual Site Plan



- LEGEND**
- 1 Entry Signage
 - 2 Train Track
 - 3 Special Paving at Intersection
 - 4 Limited Public Use Area
 - 5 Access to Garage
 - 6 Plaza
 - 7 Waterfront Promenade
 - 8 Mixed Use
 - 9 Lodging Above Garage
 - 10 Roof Garden Above Garage
 - 11 Service Area/B.O.H.
 - 12 Marine Commercial
 - 13 Surface Parking
 - 14 Parking For Boat Ramps
 - 15 Possible 3rd Ramp Addition
 - 16 Pavilion
 - 17 Street Parking
 - 18 Trolley Stop
 - 19 Fisherman's Wharf Plaza
 - 20 Enhanced Riverwalk Connection
 - Under Bridge
 - 21 Landscape Buffer

Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

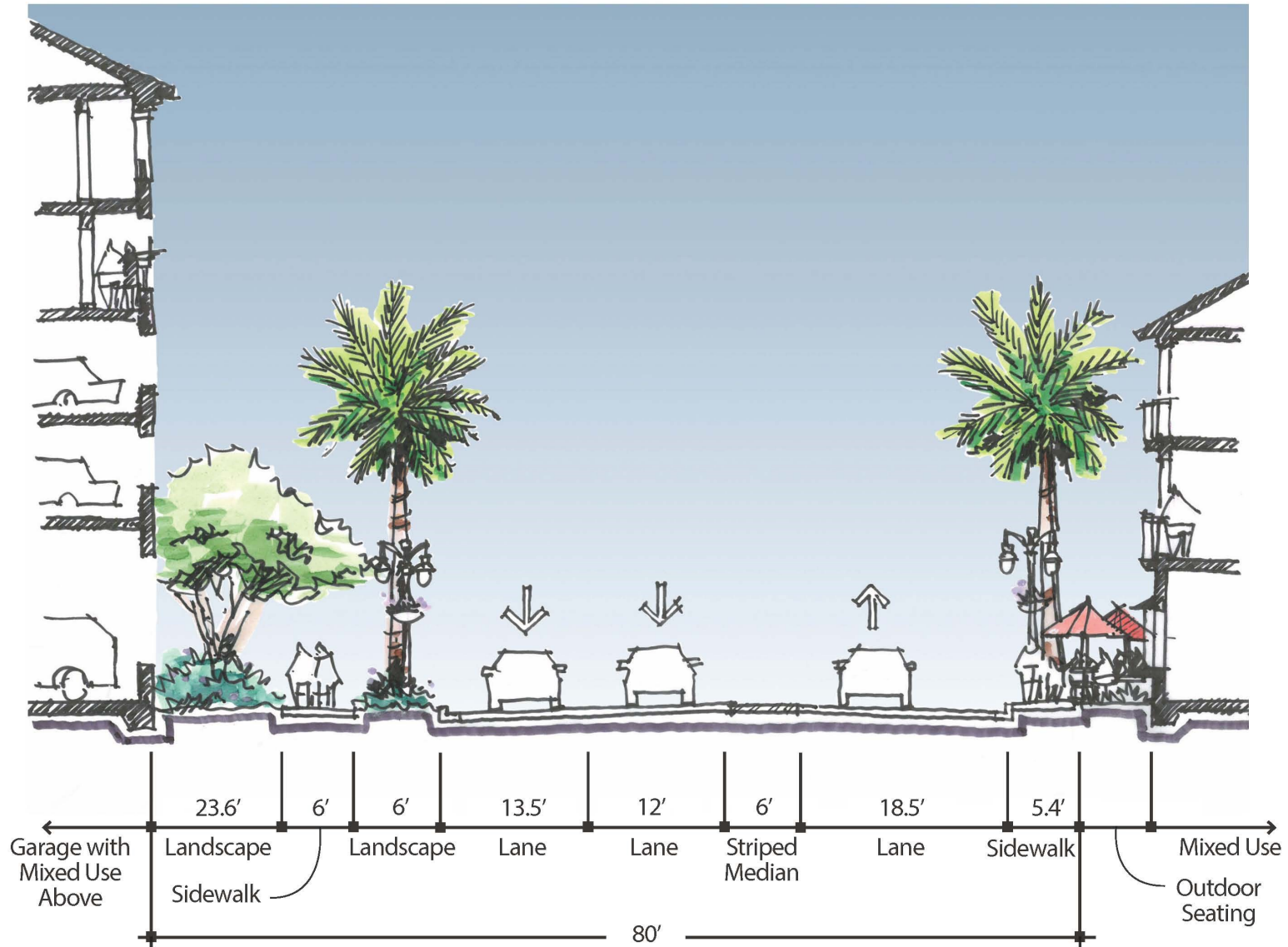
Street Section: Fisherman's Wharf



SECTION A-A' FISHERMAN'S WHARF

Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

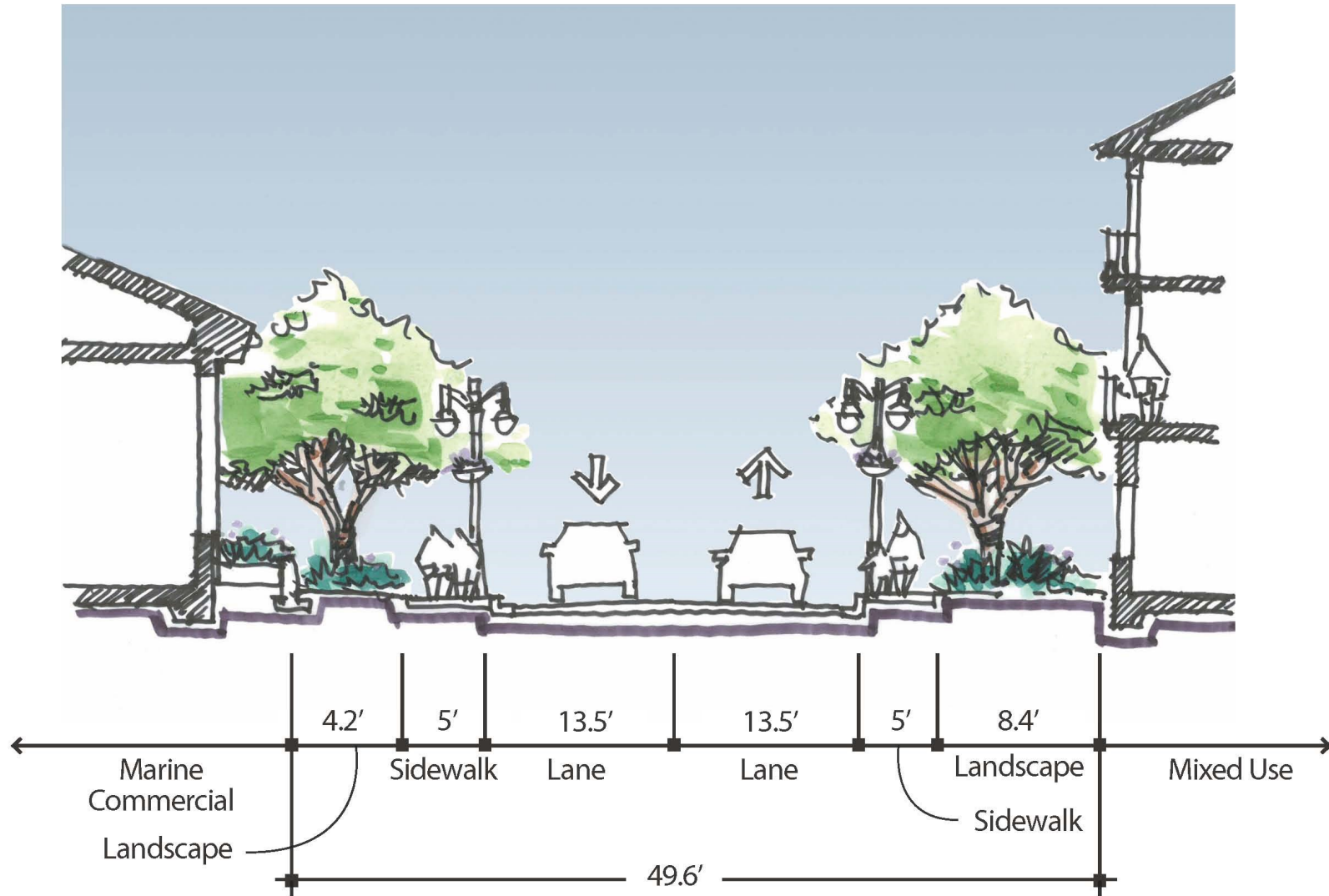
Street Section: Indian River Drive



SECTION C-C' N INDIAN RIVER

Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Street Section: North Second Street



SECTION B-B' N 2ND ST.WHARF

Port of Fort Pierce Fisherman's Wharf Redevelopment Plan Wayfinding, Lighting, Landscaping



BENCHES



DINING AREA



BIKE RACK & TRASH BIN



PLANTER



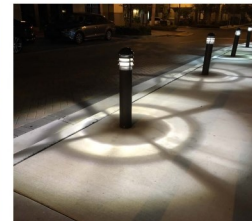
ROAD LIGHT



PEDESTRIAN LIGHT - POLE



PEDESTRIAN LIGHT - BOLLARD



ENTRY SIGNAGE



OVERHEAD SIGNAGE



PLAZA SIGNAGE



DIRECTIONAL SIGNAGE

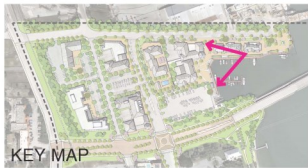


BUS STOP



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Perspective Rendering, Promenade – west



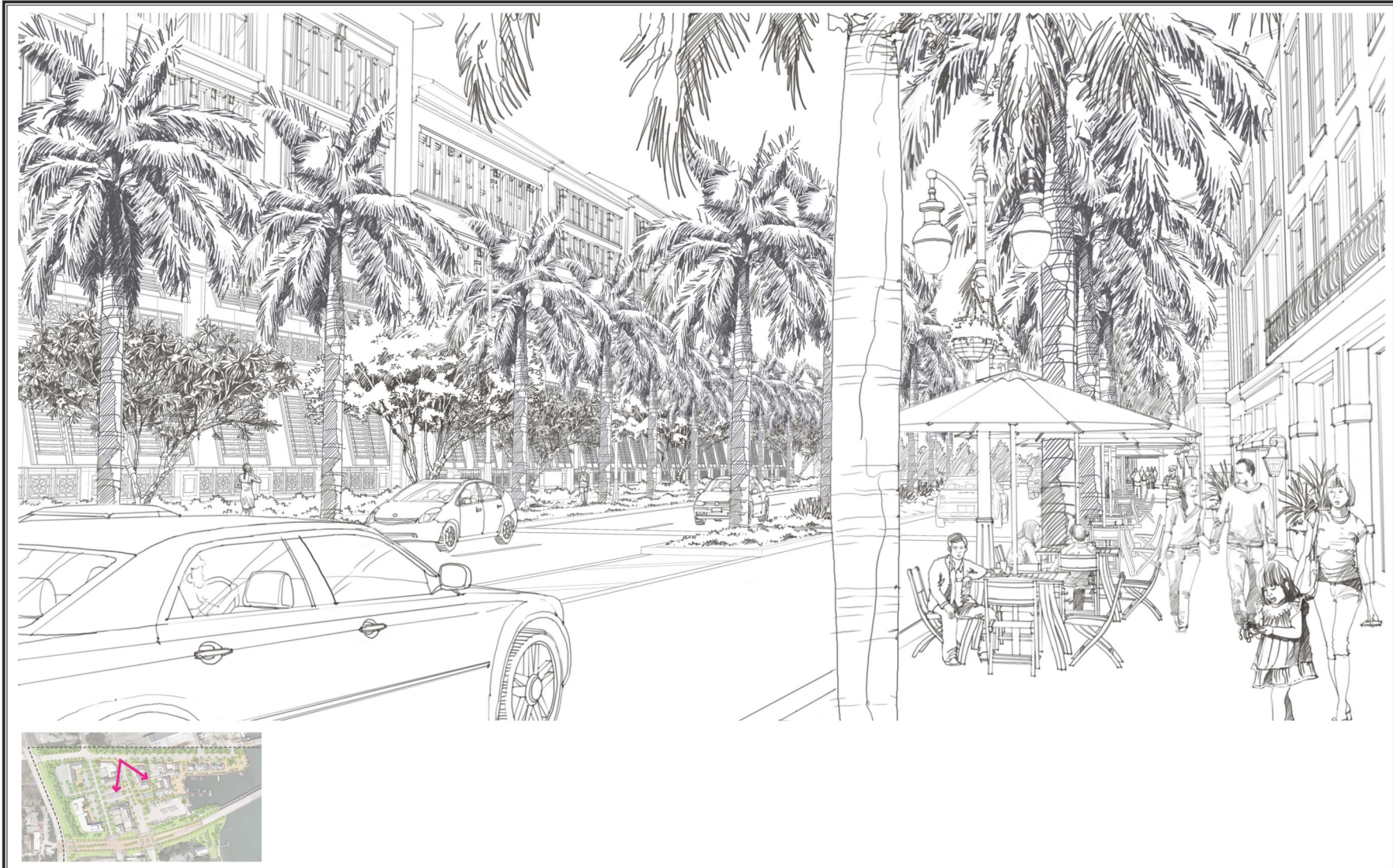
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2080 NORTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 NW FLAGLER AVENUE, SUITE 1000, FORT PIERCE, FLORIDA 34984
PHONE: 772-464-3337 • FAX: 772-464-9897 • www.ct-engineers.com
LICENSE NUMBER: CE00013700-10-0000



FISHERMAN'S WHARF - PERSPECTIVE - PROMENADE
DATE: June 2, 2017

Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Perspective Rendering, parking garage



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Perspective Rendering, at docks



Port of Fort Pierce Fisherman's Wharf Redevelopment Plan

Issues for Future Study



The following issues were identified as a result of the Redevelopment Plan analysis, but are out of scope for the current project. These items require further study and collaboration with additional agencies in order to be incorporated into the Redevelopment Plan:

- **FDOT access modifications to Seaway Drive and Second Street:** Consider closing north-south access on Second Street at Seaway Drive to create sheltered mid block pedestrian crossing and extend a north bound turning lane for Indian River Drive. Collaboration with FDOT required, as well as analysis of vertical clearance for large trucks at Avenue H and US Highway 1 required to determine feasibility.
- **Off-site boat trailer parking:** While the Redevelopment Plan calls for additional Boat Trailer Parking, additional off site parking will be required in order to meet the capacity required by the community. The Fisherman's Wharf study area does not have adequate area for boat trailer parking to meet existing and future demand. A larger study area

should be identified for off site valet service to meet demand.

- **Future Land Use and Zoning Amendments:** determine consistency between the Redevel-

opment Plan and regulatory framework. Future study should make recommendations on modifications to the City of Fort Pierce Comprehensive Plan and Land Development Code, if applicable.



City Commission Regular Meeting

13.a.

Meeting Date: 06/19/2017

Re: Historic Designation Application - 1108 Orange Avenue

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Resolution 17-R20 designating 1102 Orange Avenue as Historic Property and a Locally Significant Site.

SUMMARY:

- The property owner has submitted a Historic Designation Application for the property at 1108 Orange Avenue and is petitioning the Commission to grant designation as a Historic Property and a Locally Significant Site under (Section 23-36(a)(3) of the Fort Pierce City Code.
- The private residence was built in 1929 according to Sanborn Company map research and in 1930 according to St. Lucie County Property Appraiser Office. It is associated with the "Boom and Bust Period" in Fort Pierce history (1919-1929) and embodies many of the architectural characteristics of residences constructed in Fort Pierce during this time.
- On April 24, 2017, the Historic Preservation Board recommended this property for historic designation.

RECOMMENDATION:

Approve resolution designating 1108 Orange Avenue as Historic Property and a Locally Significant site.

ALTERNATIVES:

Deny resolution.

RESPONSIBLE STAFF:

Maria Lewicka, AICP
Historic Preservation Planner

COORDINATED WITH:

Rebecca Grohall, AICP
Planning Director

Kori Benton
Senior Planner

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Staff Report
Application
17- R20

Form Review

Inbox

City Manager

Form Started By: Maria Lewicka

Final Approval Date: 06/09/2017

Reviewed By

Nick Mimms

Date

06/09/2017 01:51 PM

Started On: 06/06/2017 01:39 PM



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

TO: Nicholas Mimms, PE, City Manager
Honorable Mayor and City Commission

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Maria Lewicka, AICP, Historic Preservation Planner

RE: 1108 Orange Avenue - Preliminary Historic Designation

DATE: June 5, 2017

Property Owner: Snyfer Partners LLC
Parcel ID: 2409-516-0002-000-9
Zoning Designation: General Commercial, C3

The property owner has submitted a Historic Designation Application for the property at 1108 Orange Avenue and is petitioning the Commission to grant designation as a Historic Property and a Locally Significant Site under (Section 23-36(a)(3) of the Fort Pierce City Code.

The private residence was built in 1929 according to Sanborn Company map research and in 1930 according to St. Lucie County Property Appraiser Office. It is associated with the “Boom and Bust Period” in Fort Pierce history (1919-1929) and embodies many of the architectural characteristics of residences constructed in Fort Pierce during this time. The property is not located in a designated Historic District.

The building is a two-story Colonial Revival architectural style as expressed by rectangular floor plan, symmetrical square front façade and a hip roof. Main elements of the front façade are a full-height, gable-roofed, pediment portico with four two-story fluted columns and denticulate cornice. Windows are symmetrical, eight pane double-hung metal sash flanked by shutters. A central entrance is elaborate with triangular section above and fluted pilasters flanking the six-panel door.



There are currently 6 Historic Districts in the City of Fort Pierce as well as 31 individual sites designated as Locally Significant Historic Sites by the city. An additional 11 sites are on National Register of Historic Places. The last local designation was approved by the City Commission for the former Fort Pierce Memorial Hospital in 2012.

Historic preservation Board

On April 24, 2017, the Historic Preservation Board recommended this property for historic designation.

Staff Recommendations

Based on the available documents and current photographs, staff recognizes the architectural significance of the building as it represents many characteristics of the Fort Pierce Colonial Revival Style and recommends approval of the Historic Designation Application.

City Commission

Approve Resolution No. 17-R20 designating the property at 1108 Orange Avenue as historic.



Location of the subject site.



CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN REDEVELOPMENT ◊ ZONING



CITY OF FORT PIERCE HISTORIC PRESERVATION BOARD PRELIMINARY HISTORIC DESIGNATION APPLICATION

CHAPTER 23, ARTICLE IV DESIGNATION OF HISTORIC SITES

Section 23-36. Criteria.

(a) Consistent with the criteria established by the National Register of Historic Places, the board shall recommend for designation places, buildings, structures, landscape features, archaeological sites and other improvements as individual sites, districts or archaeological zones that are significant in Fort Pierce's history, architecture, archaeology or culture and possess integrity of location, design, setting, materials, workmanship or association; and meets one or more of the following criteria:

- (1) (Significant event) Are associated with events that have made significant contributions to the pattern of history in the community, St. Lucie County, the state or the nation; or
- (2) (Significant person) Are associated with the lives of persons significant in our past; or
- (3) (Architectural significance) Embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the South Florida environment; or represents a distinguishable entity whose components may lack individual distinction; or
- (4) (Archaeological Significance) Have yielded, or are likely to yield information in history or prehistory; or
- (5) Is listed in the National Register of Historic Places; or
- (6) (Aesthetic significance) Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historic, cultural, or architectural motif; or because of its prominent or spacial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

NAME OF LANDMARK: _____

ADDRESS OF LANDMARK: 1108 ORANGE AVE

LEGAL DESCRIPTION: _____

PARCEL IDENTIFICATION NO.:

2409-516-0002-000-9

TYPE OF PROPERTY:

Archaeological Site Commercial Building Public Building Residential Building

Other (describe): _____

DATE OF PROPERTY (PERIOD OF HISTORICAL SIGNIFICANCE):

1929

IS THE PROPERTY LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES?:

No Yes, Record #: _____

HISTORY OF THE SITE

Please give an explanation as to why this property is historically, culturally, architecturally, or archaeologically significant and how the property fulfills the criteria for designation (Section 23-36). Use additional paper if necessary.

PER FLORIDA MASTER SITE FILE THIS
PROPERTY IS ELIGIBLE FOR LOCAL REGISTER
SEE ATTACHED INFORMATION

[Empty lined area for additional text]

The following information should be included, if known:

ORIGINAL OWNER(S): _____
SUBSEQUENT OWNER(S): _____
ARCHITECT: _____
BUILDER: _____
DATE OF CONSTRUCTION: 1929
ORIGINAL USE: RESIDENTIAL
SUBSEQUENT USE(S): _____

CURRENT CONDITION OF THE SITE: Excellent Good Fair Poor

HISTORICALLY SIGNIFICANT EVENT(S) ASSOCIATED WITH THIS SITE OR STRUCTURE:

HISTORICALLY SIGNIFICANT PERSONS ASSOCIATED WITH THIS SITE OR STRUCTURE:

ANECDOTES AND/OR STORIES ASSOCIATED WITH THE SITE OR STRUCTURE (USE ADDITIONAL PAPER IF NECESSARY):

PLEASE ATTACH THE FOLLOWING:

- Photographs of the site and/or exterior of the structure (Interior as well, if applicable)
- Historic Photographs (if available)
- Other materials related to historical research of property (if available)

CURRENT PROPERTY OWNER(S) NAME:

SNYFER PARTNERS LLC.

CURRENT PROPERTY OWNER(S) PHONE NO.:

561-745-8011

CURRENT PROPERTY OWNER(S) MAILING ADDRESS:

250 SOUTH CENTRAL BLVD. #205

JUPITER, FLORIDA. 33458

An owner's signature below indicates consent to the proposed historic designation as described in this application.

SNYFER PARTNERS LLC By [Signature] Member
Property Owner's Signature

20 Dec 2016
Date

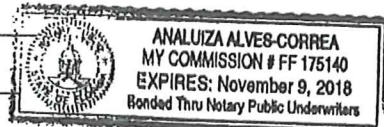
State of FLORIDA County of PALM BEACH

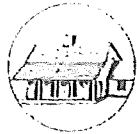
I certify that on the date set forth below the property owner named above did appear personally before me and that I did identify this person by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the person, and (b) comparing this person's signature made in my presence on this form with the signature on his/her identifying document. The statements on this document are subscribed and sworn to before me by the individual on this 20 day of December, 2016.

Notary Public Signature: [Signature]

Notary ID Number: _____

Expiration Date: _____





HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 SL00555
Recorder # _____
Field Date 3/29/2007
Form Date 5/1/2007
FormNo 200703
FormNo = Field Date (YYYYMM)

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 1108 ORANGE AVENUE Multiple Listing (DHR only) _____
Other Names _____ >> _____
Survey or Project Name Fort Pierce Historic Structures Survey Survey# _____
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
<u>1108</u>		<u>ORANGE</u>	<u>Avenue</u>	

Cross Streets (nearest/ between) 11TH ST N/12TH ST N
City / Town (within 3 miles) Fort Pierce In Current City Limits? YES
County St. Lucie Tax Parcel #(s) 2409-516-0002-000-9
Subdivision Name _____ Block _____ Lot _____
Ownership Private Individual
Name of Public Tract (e.g., park) _____
Route to (especially if no street address) _____

MAPPING

USGS 7.5' Map Name _____ Publication Date _____ >> FORT PIERCE, 1983
Township: _____ Range: _____ Section: _____ 1/4 section: _____ >> 35S ; 40E ; 9; NE
Irregular Section Name: _____
Landgrant _____
UTM: Zone _____ Easting _____ Northing _____
Plat or Other Map (map's name, location) _____

DESCRIPTION

Style Colonial Revival Other Style _____
Exterior Plan Rectangular Other Exterior Plan _____
Number of Stories 2
Structural System(s) _____ >> Wood frame
Other Structural System(s) _____
Foundation Type(s) _____ >> Continuous
Other Foundation Types _____
Foundation Material(s) _____ >> Concrete Block
Other Foundation Material(s) _____
Exterior Fabric(s) _____ >> Stucco
Other Exterior Fabric(s) VENEER
Roof Type(s) _____ >> Hip
Other Roof Type(s) _____
Roof Material(s) _____ >> Composition shingles
Other Roof Material(s) _____
Roof Secondary Structure(s) (dormers etc) _____ >> Other
Other Roof Secondary Structure(s) PORTICO
Number of Chimneys 1
Chimney Material Brick
Other Chimney Material(s) _____
Chimney Location(s) EXTERIOR SIDE

HISTORICAL STRUCTURE FORM

8SL00555

DESCRIPTION (continued)

Window Descriptions 4/4 DOUBLE-HUGN METAL SASH

Main Entrance Description (stylistic details) 1-LEAF DOOR

Porches: #open 1 #closed 0 #incised 0 Location(s) FRONT

Porch Roof Types(s) GABLE PORTICO

Exterior Ornament DENTICULATED CORNICE, FLUTED PILASTERS AND POSTS

Interior Plan Unknown

Other Interior Plan _____

Condition Good

Structure Surroundings

Commercial: ALL this category

Residential: NONE of this category

Institutional: NONE of this category

Undeveloped: NONE of this category

Ancillary Features (Number / type of outbuildings, major landscape features) _____

Archaeological Remains (describe): _____

If archaeological remains are present, was an Archaeological Site Form completed? _____

Narrative Description (optional) _____

HISTORY

Construction year 1929

Architect (last name first): _____

Builder (last name first): _____

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use _____

Year Use Started _____

Year Use Ended _____

>>

Private residence; 1929;

Other Structure Uses _____

Ownership History (especially original owner, dates, profession, etc.) _____

RESEARCH METHODS

Research Methods _____

>> Library research-local

Other research methods National Register of Historic Places

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? YES

Name of Local Register if Eligible DOWNTOWN HISTORIC DISTRICT

Individually Eligible for National Register? NO

Potential Contributor to NR District? YES

Area(s) of historical significance _____

>> Architecture

Other Historical Associations This building is associated with the Boom and Bust Period (1919-1929) in Fort Pierce history.

Explanation of Evaluation (required) This building is a contributing resource in the Downtown Historic District (local), eligible for listing in the National Register of Historic Places (NRHP) under Criteria A and C. This building is not eligible for individual listing in the NRHP.

HISTORICAL STRUCTURE FORM

8SL00555

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____

File or Accession #: _____ Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Henry, Geoffrey; Jenkins, Ellen

Recorder Address / Phone 9056 Chevrolet Drive Ellicott City, MD 21042 (410)-465-7929

Recorder Affiliation _____ Other Affiliation TRC

Is a Text-Only Supplement File Attached (Surveyor Only)? NO

***** MASTER SITE FILE USE ONLY *****

Cultural Resource Type: SS

Electronic Form Used: S110

Form Type Code: NORM

Form Quality Ranking: NEW

Form Status Code: SCAT

Supplement Information Status: NO SUPPLEMENT

Supplement File Status: NO SUPPLEMENT FILE

SHPO's Evaluation of Resource

_____ Date _____

FMSF Staffer: _____

Computer Entry Date: 5/1/2007

Form Comments: _____

REQUIRED PAPER ATTACHMENTS

- (1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
- (2) LARGE SCALE STREET OR PLAT MAP
- (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

SL00555-200703

Supplementary Printout

- > **USGS map name/year of publication or revision:**
FORT PIERCE;1983

- > **Township/Range/Section/Qtr:**
35S ;40E ;9;NE

- > **Structural system(s):**
Wood frame

- > **Foundation types:**
Continuous

- > **Foundation materials:**
Concrete Block

- > **Exterior fabrics:**
Stucco
Brick

- > **Roof types:**
Hip

- > **Roof materials:**
Composition shingles

- > **Roof secondary structures (dormers etc):**
Other

- > **Change status/year changed/date noted/nature:**

- > **Original, intermediate, present uses/year started/year ended:**
Private residence;1929;

- > **Research methods:**
Library research-local
Sanborn maps
FL Master Site File-Cultural Resources
Plat map

- > **Area(s) of historical significance:**
Architecture
Community planning & development

- > **Repositories: Collection/Housed/Accession#/Describe**

- > **[Other name(s)]:**

RECORD NUMBER: 263

Page 1

HISTORICAL STRUCTURE FORM

Site 8 _____

X original
update

FLORIDA MASTER SITE FILE

SITE NAME: 1108 Orange Avenue

HISTORIC CONTEXTS: Boom Times

NAT. REGISTER CATEGORY: Building

OTHER NAMES OR MSF NOS:

COUNTY: St. Lucie County OWNERSHIP TYPE: Private, individual

PROJECT NAME: Survey of Fort Pierce: S+P

DHR NO.

LOCATION:

ADDRESS: 1108 Orange Avenue

CITY: Fort Pierce

VICINITY OF/ROUTE TO: See attached maps

SUB: M.E. Goldsmith's Subdivision BLOCK 1 LOT 2

PLAT OR OTHER MAP: Property Appraisers Map of Fort Pierce

TOWNSHIP: 35 S RANGE: 40 E SECTION: 9 1/4: 1/4-1/4:

IRREGULAR SEC? y X n LAND GRANT: None

USGS 7.5 MAP: Fort Pierce, FL 1949; PR: 1983

UTM: ZONE: EASTING: NORTHING:

COORDINATES: LATITUDE: D M S LONGITUDE: D M S

HISTORY

ARCHITECT: Unknown

BUILDER: Unknown

CONSTRUCTION DATE: c. 1929 RESTORATION DATE(S):

MODIFICATION DATE(S):

MOVE: DATE:

ORIG. LOCATION:

ORIGINAL USE (S): Apartment

PRESENT USE (S): Apartment

DESCRIPTION

STYLE: Frame Vernacular

PLAN: EXTERIOR: Rectangular

PLAN: INTERIOR: Unknown

NO. STORIES: 2 OUTBLDGS: 0 PORCHES: 1 DORMERS: 0

STRUCTURAL SYSTEM(S): Masonry, brick

EXTERIOR FABRIC(S): Stucco

FOUNDATION: TYPE: Continuous

MATERIALS: Concrete block

INFILL:

PORCHES: S/portico/gable roof/Doric columns/3 bays

ROOF: TYPE: Hip

SURFACING: Composition shingle

SECONDARY STRUCS: Portico

CHIMNEY: NO.: 1

MATERIALS: Brick

LOCATIONS: W: end, exterior

WINDOWS: Metal sash

EXTERIOR ORNAMENT: Wood

CONDITION: Good

SURROUNDINGS: Residential

NARRATIVE:

See Continuation Sheet

ARCHAEOLOGICAL REMAINS AT THE SITE

FMSF ARCHAEOLOGICAL FORM COMPLETED? y X n

ARTIFACTS OR OTHER REMAINS: None observed

RECORDER'S EVALUATION OF SITE

AREAS OF SIGNIFICANCE: Architecture

ELIGIBLE FOR NAT. REGISTER?	y	X	n	likely, need info	insf	info
SIGNIF. AS PART OF DISTRICT?	y	X	n	likely, need info	insf	info
SIGNIFICANT AT LOCAL LEVEL?	X	y	n	likely, need info	insf	info

SUMMARY OF SIGNIFICANCE

See Continuation Sheet

* * * * DHR USE ONLY * * * * * DHR USE ONLY * * * * *

* DATE LISTED ON NR _____ *

* KEEPER DETERMINATION OF ELIG.(DATE): YES _____ NO _____ *

* SHPO EVALUATION OF ELIGIBILITY (DATE): YES _____ NO _____ *

* LOCAL DETERMINATION OF ELIG. (DATE): YES _____ NO _____ *

* OFFICE _____ *

* * * * DHR USE ONLY * * * * * DHR USE ONLY * * * * *

RECORDER INFORMATION: NAME: Robert Bennett

DATE: 10/01/92 AFFILIATION: Historic Property Associates, Inc.

PHOTOGRAPHS

LOCATION OF NEGATIVES: HPA, P.O. Box 1002, St. Augustine 32085

NEGATIVE NUMBERS: Roll 8, #21A

PHOTOGRAPH

M A P

See Attachments

STATEMENT OF SIGNIFICANCE

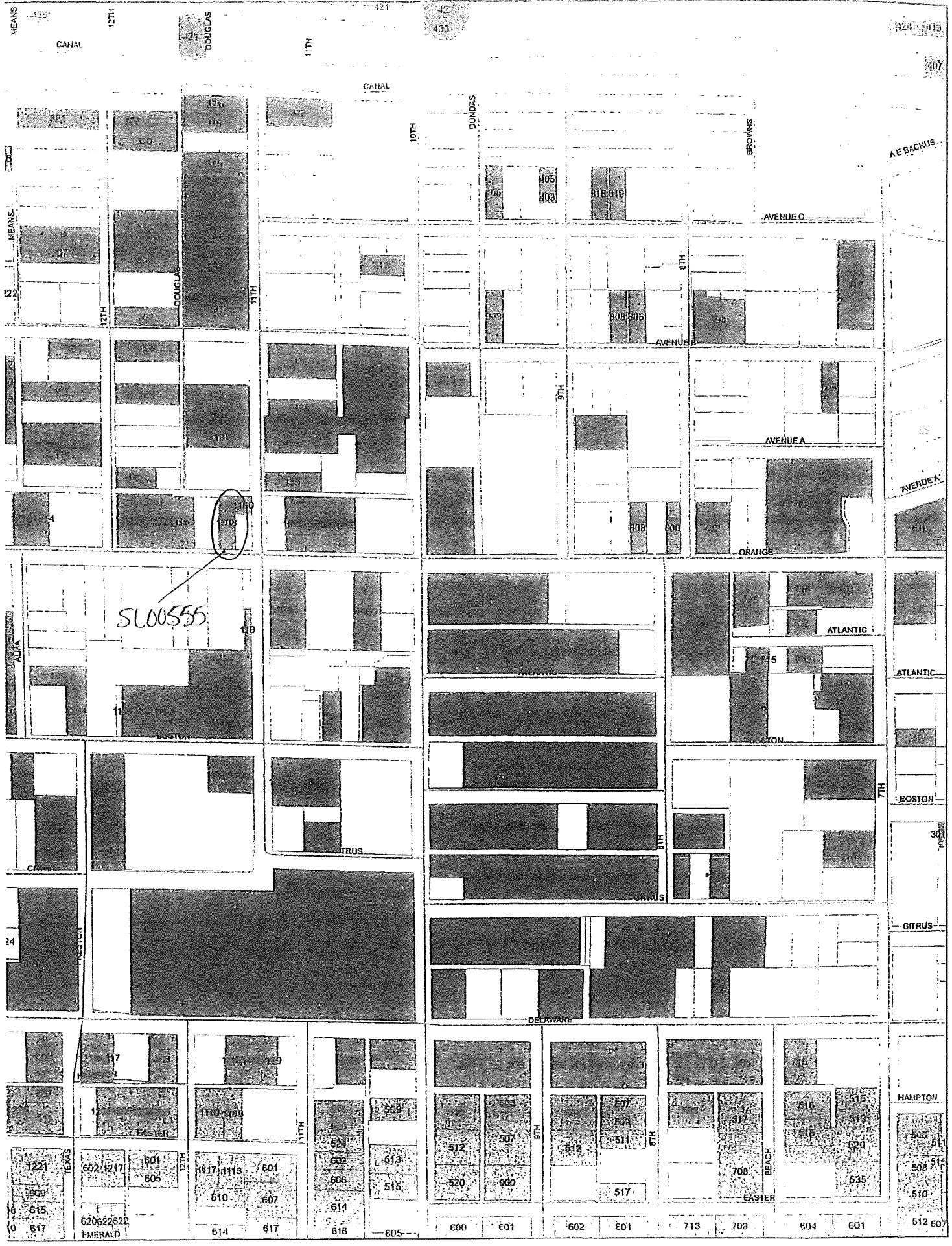
Architectural Narrative: This two-story Frame Vernacular residential building is located at 1108 Orange Avenue. Notable architectural features include a hip roof, full-height portico, brick veneer exterior wall fabric, and metal sash windows. This building has retained some of its architectural integrity.

Architectural Context: Frame Vernacular, the prevalent style of architecture in Florida, refers to the common wood frame construction technique employed by lay or self-taught builders. Before the Civil War, residents relied upon local materials and their own methods and designs to construct buildings. The Industrial Revolution permitted standardization of building materials and parts and exerted a pervasive influence over vernacular building design. Popular magazines helped to make architectural trends universal throughout the country. The railroad provided cheap and efficient transportation for manufactured building materials. Ultimately, individual builders had access to a myriad of finished architectural products from which to create their own designs.

Frame Vernacular buildings are typically one or two stories in height, with wood balloon frame structural systems and brick pier foundations. Plans are usually rectangular, though L-shaped plans were often used to maximize cross-ventilation. Gable or hip roofs usually have steep pitches which accommodate attic space. Horizontal drop siding and weatherboard are the most common exterior wall surface materials. Wood shingles were often used to cover the roofs, but they have nearly always been replaced by composition shingle. Porches, most commonly simple entrance or end porches, are common features of the style. Fenestration is regular, but not always symmetrical. Windows are generally double-hung sash with multi-pane glazing and doors contain recessed wood panels. Exterior decoration is sparse and limited to ornamental woodwork.

Historical Narrative: This building embodies many of the architectural characteristics of residences constructed in Fort Pierce during the early twentieth century. A series of Sanborn Company maps, which depict "footprints" of buildings, were prepared of the city of Fort Pierce between 1915 and 1948. Sanborn map research indicates that the building was constructed about 1929.

Historical Context: Fort Pierce, the St. Lucie County seat of government, lies 238 miles south of Jacksonville and 58 miles north of West Palm Beach, along Florida's Atlantic coast. Settlement of the city formally began in the late nineteenth century, following the arrival of rail lines linking the region with the population centers of the eastern seaboard. Settlement before that time consisted mainly of military forts and trading outposts that served a small number of annual tourists and an incipient agricultural industry. In 1901 Fort Pierce was organized into a town, its economy fueled by citrus products, which were shipped by rail to northern markets. In 1905 Fort Pierce incorporated as a city. Like many Florida communities, Fort Pierce experienced an era of frenetic growth in the 1920s, culminating in the crash of the great Florida Land Boom in the late years of the decade. The city's ocean port facilities and rail services helped it to weather the economic distresses of the Great Depression. Population growth, inspired by development of military bases, resumed during World War II and continued for some years thereafter.



SLO0555

1100

1221
609
615
617
602-1917
601
605
1917-1115
601
610
607
614
617
618
600
601
602
601
713
709
604
601
512
507
511
517
516
518
519
520
515
516
517
518
519
520
510
515
510
512
507
511
517
516
518
519
520
510
515
510

SL00555



RESOLUTION NO. 17- R20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, DESIGNATING, **1108 ORANGE AVENUE** AS HISTORIC PROPERTY AND A LOCALLY SIGNIFICANT SITE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Building located at **1108 Orange Avenue, Fort Pierce, Florida** is a historically significant structure that contributes to the character of the community, its continuing economic vitality, and serves as an inspiration for architects and property owners through notable architectural features; and

WHEREAS, 1108 Orange Avenue, Fort Pierce, Florida was built circa 1929 and is representative of the Colonial Revival style, and it exhibits architectural characteristics of buildings constructed in Fort Pierce during the early twentieth century; and

WHEREAS, 1108 Orange Avenue, Fort Pierce, Florida meets the requirements for designation as described in the Historic Preservation Ordinance of the Fort Pierce Code, Section 23-36; and

WHEREAS, the people of Ft. Pierce desire to protect and preserve in perpetuity those sites of unique historic, archaeological and architectural character; and

WHEREAS, the Historic Preservation Board, on April 24, 2017, recommended this property for designation as a historic property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, as follows:

1. That 1108 Orange Avenue, Fort Pierce, Florida be designated as Historic Property and Locally Significant Site pursuant to Chapter 23 of the City of Fort Pierce Code of Ordinances and that the property located 1108 Orange Avenue is a subject to all rights, privileges and requirements of that ordinance.

2. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 19th day of June, 2017.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, Esq.
CITY ATTORNEY