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

CITY COMMISSION AGENDA

Regular Meeting - Monday, July 3, 2017 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the June 19, 2017 regular meeting

6. **PROCLAMATIONS**

   a. Proclamation recognizing Hosely Gibson

7. **LETTERS TO COMMISSION**

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. Approval for payment to the SLC Board of County Commissioners for the annual maintenance of the Public Safety Multi-Agency CAD System in an amount not to exceed $50,032.00.

b. Approval to submit and accept the 2017 Bulletproof Vest Program grant in an amount not to exceed $45,000.

c. Approval for the purchase of two (2) hybrid License Plate Readers ($44,480) and one (1) ALPR Trailer ($35,340), piggyback GSA Contract No. GS-07F-089CA, from Morganelli & Associates, Deland, FL, for a total cost not to exceed $79,820.

d. Approve purchase of three (3) Matrix Surveillance Pole Cameras in the amount of $10,566.10 each, totaling $31,698.30, five (5) Covert Pedestal Cameras at a cost of $10,944.10, totaling $54,970.50, and a Splice Block Covert Camera at a cost of $9,988.00, from Tactical Video, Inc., Naperville, IL, for a total purchase of $89,998.30. The total cost of these items are part of the line item and match funding previously approved by the City Commission.

f. Approve purchase of a total of 20 firearms for the police department which include fifteen (15) - Glock 21 and five (5) Glock 30 SF's from G.T. Distributors Inc., Jacksonville, FL, in an amount not to exceed $10,833.80.

g. Approve the sole source purchase of seventy-five (75) X-2 Taser, from Axon Enterprise, Inc., Scottsdale, AZ, utilizing a five (5) year purchase plan with annual installments in the amount of $36,414.48 , for a total cost not to exceed $182,072.00.

h. Approve an increase of the current Verizon Blanket Purchase Order 170529 by $55,476.00 for an added Mifi Router account

i. Approval to purchase nine (9) DELL Rugged Laptop computers at a cost of $1,659.78 each, piggyback U.S. Communities Contract No. 43211500-WSCA-15-ACS, from Dell Computers, Round Rock, TX, for a total not to exceed $15,000.00.

j. Approve request of Circle of Life Educational Center, Inc., DBA Club Utilitas, to allow them to sub-lease the building located at 1002 Avenue L to Green Shoots Academy, for the purpose of operating a child care, preschool and VPK. City Commission approval is required under the terms of their lease with the City of Fort Pierce.

k. Approve grant award for Ms. Sonja Johnson for her business, Massage Harmony by Sonja, LLC in the amount of $3,000 as an eligible recipient under the 2016-17 CDBG Action Plan-Grant Award for Small Business

l. Approve LF Staffing contract for 7 employees to staff 3rd Annual Summer Jam Basketball Camp for 8 weeks in an amount not to exceed $18,352.14. Of the amount, $10,000 will be paid through a grant from Children Services Council of St. Lucie County.

11. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of a Preliminary Plat, submitted by Property Owner(s) Premier Hospitality Inc. and Applicant, Richard Laventure, PE,, to subdivide a 5.28 acre parcel of land into four (4) tracts, located at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3), Parcel: 2324-341-0002-000-3.

b. Quasi-Judicial Hearing - Review and approval of an application for Final Plat (Replat), submitted by Property Owner(s) LGFTP I LLC, and Applicant, Jason M. Gunther, P.E. of Thomas Engineering, to replat a portion of Block 30, Pinewood Subdivision, According to the Plat thereof as recorded in Plat Book 5, Page 24.The proposed replat seeking to consolidate LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 21A, 22, 22A, 23, 23A, 24, 24A, 25, 25A, 26, 26A, 27, 27A, 28, 28A, 29, 29A, 30 AND 30A, that park of the vacated alleyway lying between said lots, less US 1 right-of-way, and less the south 30 feet of Lots 1 and 30A, into two (2) lots, located at 1412 S US 1 HWY, Fort Pierce, FL. The property is zoned General Commercial (C-3) 2415-601-0448-000-7.

c. Presentation and First of Two (2) Public Hearings for 2017-2018 CDBG Annual Action Plan.

d. Legislative Hearing - Ordinance No. 17-020 amending Chapter 4 to establish procedures for keeping backyard chickens. FIRST READING

e. Legislative Hearing - Ordinance No. 17-021 transferring the duties of the Fort Pierce (Zoning) Board of Adjustment to the Special Magistrate. FIRST READING

12. **MISCELLANEOUS REPORTS & REQUESTS**

a. Monthly Financial Report for the Month Ending May 31, 2017

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting **5.a.**

Meeting Date: 07/03/2017

Re: Approval of minutes from the June 19, 2017 regular meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the June 19, 2017 regular meeting

Attachments

06.19.2017 Minutes

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	06/23/2017 09:08 AM

Form Started By: Caleta Scott Started On: 06/19/2017 04:10 PM

Final Approval Date: 06/23/2017

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, JUNE 19, 2017.

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

2. OPENING PRAYER - Reverend Lee Merricks, St. John's 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 Reginald Sessions

Absent: Commissioner Thomas Perona

Staff Present: City Clerk Linda Cox
City Attorney James Messer

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to excuse Commissioner Perona.

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

Passed

5. APPROVAL OF MINUTES

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve the minutes of the June 5, 2017 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation recognizing June 2017 as Alzheimer's and Brain Awareness Month.

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

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**

Susan Parry - item 10e

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

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

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

Passed

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 recipent 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.

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

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

Passed

12. 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

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

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.

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 Rufus Alexander to approve item **12a.**

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

Passed

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

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

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.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **12b.**

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

Passed

13. MISCELLANEOUS REPORTS & REQUESTS

a. Monthly Financial Report for the Month Ending April 30, 2017

Karen Logue, Chief Accountant, appeared and was available for questions.

b. Federal and State-Funded Activities - Grants Administration Division

Libby Woodruff, Manager, gave a presentation on the use of the federal and state-funds. She gave an update on advertising, funding and current/new projects. Commission discussion included partnerships and allocation of funds.

c. Update on the Joint Planning Process

Rebecca Grohall, Planning Manager, and Leslie Olsen, St. Lucie County Planning Director, gave a presentation on the final draft for the Port of Fort Piece Fisherman's Wharf Redevelopment Plan. After a few workshops, they have received feedback and ideas from businesses and property owners in the area. Staff recommendations include future land use amendments, reviewing the plans for Seaway/2nd Street crossing, and locating off-site boat trailer parking. Commission discussion included being excited that the plans are moving forward quickly.

14. CITY COMMISSION

a. Resolution 17-R20 designating 1108 Orange Avenue as Historic Property and a Locally Significant Site.

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

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.

Rebecca Grohall, Planning Manager, announced that this was the first historic designation in the last five years. She was available for questions.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item **14a**.

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

Passed

15. COMMENTS FROM THE PUBLIC - There were no comments from the public.

16. COMMENTS FROM THE CITY MANAGER

Linda Cox, City Clerk, stated that there will be an update from the WRAC Chairman at the July 17 regular meeting.

Jim Messer, City Attorney, spoke about a pending arbitration conflict, forwarding complaint to FDLE, and announced a closed session for Haven Detox case.

17. COMMENTS FROM THE COMMISSION

Commissioner Sessions spoke about the future leadership of FPUA and the need to actively observe their happenings.

Commissioner Johnson had no comments.

Commissioner Alexander had no comments.

Mayor Hudson had no comments.

18. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 7:42 PM.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 07/03/2017

Re: Hosely Gibson Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Hosely Gibson

Attachments

Hosely Gibson Proclamation

Form Review

Form Started By: Caleta Scott Started On: 06/22/2017 12:14 PM

Final Approval Date: 06/22/2017

WHEREAS, Hosely Gibson has been a resident of Fort Pierce, Florida since 1944. He is a 1956 graduate of Lincoln Park Academy and attended Lincoln Junior College 1964 - 1965; and

WHEREAS, Hosely was an entrepreneur, who has dedicated his life to the betterment of the Avenue D corridor and his community from 1954-2016; and

WHEREAS, Hosely owned several successful businesses over a sixty-two year period. While serving as a police officer for the Fort Pierce Police Department, Hosely was instrumental in the initiation of several sporting programs for the then segregated youth in Lincoln Park; and

WHEREAS, A group of the young men, who he mentored in the 1960s, '70s, and '80s, have joined together to thank him for his service to them, the memories provided and for providing a safe haven for young adult enjoyment; and

WHEREAS, Hosely is married to Jessie Phillips Gibson, has five children (one deceased), seven grandchildren, and many great- and great-great-grandchildren; and

WHEREAS, Hosely fully retired in 2016.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of:

HOSELY GIBSON

for his contribution and dedication to the business community and young people of the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of July, 2017.

MAYOR/COMMISSIONER

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

Meeting Date: 07/03/2017

Re: Approval for payment of maintenance for the Public Safety Multi-Agency CAD System

Submitted For: Steve Courtoy, Major, Police Department

SUBJECT:

Approval for payment to the SLC Board of County Commissioners for the annual maintenance of the Public Safety Multi-Agency CAD System in an amount not to exceed $50,032.00.

SUMMARY:

Commission approved an Interlocal Agreement between SLC Board of County Commissioners on September 16, 2013, reference Bid No. 2013-001, Single Source purchase. This supporting maintenance provides for a countywide CAD system that provides hardware and software to support a regional dispatch and law enforcement records management system. St. Lucie County has entered into an agreement with SunGard Public Sector, Inc. to provide this hardware and software.

The Purchasing Department has reviewed this request and found that all information and justification to be correct. It is on the basis that competitive procurement be waived and that the above item be treated as a "single source" commodity.

RECOMMENDATION:

The police department recommends approval of the computer software maintenance.

ALTERNATIVES:

At the will of the Commission.

RESPONSIBLE STAFF:

Major Charles Courtoy

COORDINATED WITH:

Charles Courtoy, Major
Frank Amandro, Deputy Chief
Stephanie Smith, Fiscal Manager
Laurie Aguila, System Administrator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	001.3002.521.4675
Amount:	$50,031.97

FISCAL IMPACT:

This amount was allocated in the FY2017 budget.

Attachments

Fppd Agenda Item#4924

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/21/2017 04:34 PM
City Manager	Nick Mimms	06/26/2017 09:42 AM
Form Started By: Sheila Bronger		Started On: 05/18/2017 02:23 PM
Final Approval Date: 06/26/2017		

Check Mark	Initials
✓	SB

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 5/19/2017

VENDOR:
St. Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982
Attn: Lorna Smart, Finance Department
Phone: 772-462-2147

Department/Division
Admin Serv
Account Number
001.3002.521.4675
Com. Code: 205/103
Needed For
OSSI Multi-Agency CAD Sys

DATE	DEL DATE	VENDOR NUMBER	F.OB.	TERMS	PURCHASE ORDER #
5/19/2017		20332			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1	ea	Public Safety Multi-Agency CAD Syste		$53,538.97	$53,538.97
1	ea	OSSI Maintenance Credit		($3,507.00)	($3,507.00)
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Subtotal:	$50,031.97
				Shipping:	
				Total:	$50,031.97

DHR

REMARKS:
Single source attached reference Bid No#2013-001
Invoice 3/27/2017 (see attached)

Requested By: Sheila Bruny

Approved By: Mgj

Approved Date: 5-22-17

If over $500.00 you need three (3) quotes. Attach quotes when submitting.

6/15/17

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Sole Source Justification

Approval No. _____
By: _____

Vendor Name and Address: St. Lucie County Board of County Commissioners

Commodity: (General Description): Computer software maintenance

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

Sole Source Justification:

1. _____ Parts / equipment can only be obtained from original manufacturer – not available through distributors.
2. _____ Only area distributors of the original manufacturer.
3. _____ Proprietary item / service
4. _____ Parts / equipment not interchangeable with similar parts of another manufacturer (compatibility).
5. ✓ This is the only known item / source that will meet the specialized needs of this department or perform the intended function (explain below).
6. _____ Parts / equipment are required from this vendor to standardization (explain below).
7. ✓ Other. Explanation is furnished below.

Comments / Explanation:

In accordance with specifications contain in Bid No 2013-001. Public Safety Multi Agency CAD system. Commission previously approved on September 16, 2013. This for the maintenance on the countywide CAD system that provides hardware and software to support a regionalized dispatch and law enforcement records management system. St. Lucie County Has entered into an agreement with SunGard Public Sector, Inc to provide this harware and software. Multi-Agency refers to the Sheriff's Office, Port St. Lucie Police Department and the St. Lucie County Fire District.

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchases as a sole source commodity.

Signed: _____ 5-19-17
Requisitioner

_____
Department Head

_____
Purchasing Department

TIFFANY BENNETT
Public Safety Division Director

ST. LUCIE COUNTY
BOARD OF COUNTY
COMMISSIONERS

CHRIS DZADOVSKY
CHAIRMAN
DISTRICT 1

TOD MOWERY
VICE-CHAIRMAN
DISTRICT 2

LINDA BARTZ
DISTRICT 3

FRANNIE HUTCHINSON
DISTRICT 4

CATHY TOWNSEND
DISTRICT 5

HOWARD TIPTON
COUNTY ADMINISTRATOR

DAN MCINTYRE
COUNTY ATTORNEY

MAILING ADDRESS
15305 W. MIDWAY RD
FORT PIERCE, FL 34945

PHONE
(772) 462-8110

FAX
(772) 462-2305

E-MAIL
BENNETTT@STLUCIECO.ORG

WEBSITE
WWW.STLUCIECO.GOV

March 27, 2017

Invoice

Public Safety Multi-Agency CAD System

Ft. Pierce Police Department

Installment for your 10/1/16 portion of the CAD System

$ 50,031.97

Maintenance - $53,538.97
OSSI Maintenance Credit – ($3,507.00)
Total Due $50,031.97

Please make your check payable to:

St. Lucie County Board of County Commissioners
Attention: Lorna Smart, Finance Department
2300 Virginia Avenue
Ft. Pierce, FL 34982

Please direct billing questions to Lorna Smart at 462-2147. Please direct any equipment questions to Tiffany Bennett, Public Safety Division Director at 462-8110. Thank you.

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

Meeting Date: 07/03/2017

Re: 2017 BVP (Bullet Proof Vest Program) Grant Application and Acceptance

Submitted For: Kenny Norris, Deputy Chief, Police Department

SUBJECT:

Approval to submit and accept the 2017 Bulletproof Vest Program grant in an amount not to exceed $45,000.

SUMMARY:

The Police Department requests approval to submit for and accept the 2017 BVP program grant in an amount not to exceed $45,000. This grant will allow the Police Department to provided new bulletproof vests to any officers that have outdated units, as well as allow the department to properly equip its new officers.

Consistent with the budgeting done for all of the previous BPV program awards, the Department of Justice will award funding to cover 50% of the cost of the grant, and will require the approval of a 50% match from general funds.

RECOMMENDATION:

The recommendation is that this request be approved.

ALTERNATIVES:

The PD and its staff proceed as directed by the Commission.

RESPONSIBLE STAFF:

Deputy Chief Kenny Norris

COORDINATED WITH:

Anthony Maynard, Grant and Contract Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2017 & 2018
Account:	1013055215251
Amount:	45000

FISCAL IMPACT:

Consistent with the budgeting done for all of the previous BPV program awards, the Department of Justice will award funding to cover 50% of the cost of the grant, and will require the approval of a 50% match from general funds.

Attachments

BVP Fact Sheet
BVP Overview

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/13/2017 09:42 AM
City Manager	Nick Mimms	06/26/2017 09:41 AM
Form Started By: Anthony Maynard		Started On: 05/18/2017 02:40 PM
Final Approval Date: 06/26/2017		

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA Fact Sheet

FS 000396 • UPDATED MARCH 2017

BUREAU OF JUSTICE ASSISTANCE • OFFICE OF JUSTICE PROGRAMS

DENISE E. O'DONNELL, DIRECTOR

Bulletproof Vest Partnership Initiative

By Joseph Husted, BJA Policy Advisor, and
Linda Hammond-Deckard, BJA Policy Advisor

Program Overview

Enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181) and reauthorized by the Bulletproof Act of 2000 (Public Law 106-517), the Bulletproof Vest Partnership (BVP) Program is a U.S. Department of Justice initiative designed to provide critical resources to state, local, and tribal jurisdictions for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. Administered by the Office of Justice Programs' Bureau of Justice Assistance (BJA) since 1999, BVP has awarded $430 million to over 13,000 jurisdictions throughout the nation to assist them in purchasing more than 1.2 million bulletproof vests.1

Through the BVP Program, states, units of local government, and tribal governments are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.2 Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding, up to 50 percent of the amount they request. Any remaining funds are distributed on a pro rata basis to jurisdictions with more than 100,000 residents. In order to qualify for this reimbursement, body armor must comply with the most current National Institute of Justice (NIJ) body armor standards, as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the following web page: www.ojp.gov/nij/topics/technology/body-armor.

The period for submitting applications for BVP funds normally begins during the first quarter of the calendar year.

MESSAGE FROM THE DIRECTOR

For 30 years, bullet-resistant body armor has protected law enforcement officers from ballistic and non-ballistic incidents.[3] As recorded by the IACP/DuPont™ Kevlar® Survivors' Club®, more than 3,000 officers have survived potentially fatal and/or disabling injuries because they were wearing body armor.[4] Based on data collected and recorded by Bureau of Justice Assistance (BJA) staff, in Fiscal Year (FY) 2012, protective vests were directly attributable to saving the lives of at least 33 law enforcement and corrections officers in 20 different states—an increase of 13.7 percent over FY 2011.[5]

As a partner with law enforcement agencies across the United States, BJA

continued on p. 2

KEY POINTS

- The Bulletproof Vest Partnership initiative provides critical resources to state, local, and tribal jurisdictions for the sole purpose of purchasing body armor for sworn law enforcement officers.
- BVP reimburses jurisdictions for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- All purchased body armor must comply with the most current National Institute of Justice's body armor standards, available at www.ojp.gov/nij/topics/technology/body-armor.
- Applications for BVP funds must be submitted during the annual open application period.

continued on p. 2

[1] Office of Justice Programs, retrieved March 3, 2017 from www.ojp.gov/bvpbasi.

[2] The term *law enforcement officer* refers to any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to prevent, detect, or investigate any violation of criminal law, or to supervise criminal offenders. This encompasses full-time, part-time, and auxiliary personnel, whether paid or volunteer, and includes police officers, sheriffs' deputies, correctional officers, parole and probation officers, and pre-trial services officers.

[3] National Law Enforcement and Corrections Technology Center, retrieved July 29, 2013 from www.justnet.org/body_armor/index.html.

[4] IACP/DuPont™ Kevlar® Survivors' Club®, retrieved July 29, 2013 from www2.dupont.com/Kevlar/en_US/uses_apps/protection_vests/survivors_club.html.

[5] Office of Justice Programs, retrieved July 29, 2013 from www.ojp.gov/bvpbasi.

MESSAGE (cont.)

takes the issue of officer safety very seriously. The consistent wearing of body armor is similar to the use of seatbelts and should be given the same priority by every jurisdiction. *Body armor, like seatbelts, saves lives.* Beginning in FY 2011, in order to receive BVP funds, every law enforcement agency must have a written mandatory body armor wear policy. A focus on safety should be maintained at all levels within the organization and be reinforced through supervision, training, and policy. We all must strive to reduce preventable injuries and deaths.

We at BJA are honored to administer this program as a way to serve our public safety officers and keep them safe, just as they protect each of us every day.

KEY POINTS (cont.)

- Beginning in FY 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
- To receive BVP funds, every law enforcement agency **must** implement A written mandatory body armor wear policy. A *mandatory wear concepts and issues paper* and a *model policy* are available by contacting the BVP Customer Support Center at vests@usdoj.gov or toll free at 1–877–758–3787. Only jurisdictions or law enforcement agencies eligible for the BVP Program may receive the *model policy* and *issues paper.*
- The BVP Reauthorization Act of 2015 included language that states that BVP grantees should provide armor vests to law enforcement officers, including vests uniquely fitted to individual female law enforcement officers. A certification has been added to the 2017 application stating the jurisdictions and law enforcement agencies are aware of and will comply with this requirement.

FS~000396

Application and Funding Process

The entire application-through-payment process for the BVP Program is managed via the online BVP system. To participate in BVP, state, local, and tribal jurisdictions must follow five steps:

1. **Register as a Jurisdiction:** Jurisdictions that have never participated in BVP can register at any time throughout the year by contacting BVP Customer Support at 1–877–758–3787 or via e-mail at vests@usdoj.gov. Only jurisdictions are eligible to receive funding through the BVP Program. If an eligible jurisdiction (states, some counties, and larger local municipalities) has more than one law enforcement agency (LEA), each LEA should register in the BVP system and create its own application, and the aggregate application will be submitted by the jurisdiction on behalf of all of its LEAs. Once registered with the BVP Program, jurisdictions are responsible for regularly updating their own critical information.

2. **Register and Associate a User ID:** BVP users must register for a new BVP account/user ID and associate it with an existing agency before agency details can be viewed. Users can register for the BVP Program at the following web site: https://grants.ojp.usdoj.gov/bvp/login/userRegistration.jsp.

3. **Submit Application:** For information on how to apply for funding, please e-mail vests@usdoj.gov. When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, Participating law enforcement officers. Applications may be submitted only during the annual, 6-week open application period.

   Funding decisions are made within 3 months after the application period closes. Applicants are notified via e-mail regarding approved funding levels. Unlike other payment programs, funds are not disbursed until the vests are received and the jurisdiction submits a request for payment through the BVP system.

4. **Purchase Vests:** BVP funds may only be used to purchase vests that meet the current NIJ bullet- and stab-resistant body armor standards. Lists of vest models that meet the current NIJ standards are available at the following web pages: www.justnet.org/body_armor/index.html.

   Special Note: BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle. BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.

5. **Submit Receipt Information:** Once vests are received, jurisdictions can submit a request for payment through the BVP system at www.ojp.gov/bvpbasi. Recipients have up to 2 years from the date of the award to submit payment requests. Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.

CONTACT US

Bulletproof Vest Partnership Initiative
Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW. Washington, DC 20531
Toll free: 1–877–758–3787
E-mail: vests@usdoj.gov
Website: https://ojp.gov/bvpbasi/

Bulletproof Vest Partnership (BVP) Overview
(Updated April 2017)

The purpose of the Bulletproof Vest Partnership (BVP) Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers. Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with a total of $430 million in federal funds for the purchase of over one million vests (1,275,098 vests as of January 2017).

I. Eligible Applicants: Any recognized unit of general government (states, counties, federally recognized tribes, cities, and local jurisdictions) recognized by the U.S. Census Bureau that employs law enforcement officers. The jurisdiction's chief executive is required to complete the online registration and to provide general oversight and approval of key transactions between the BVP Program and the participating law enforcement agencies.

II. Law Enforcement Officer Definition: The term 'Law Enforcement Officer' means any officer, agent, or employee of a State, unit of local government, or federally recognized tribes authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full, part-time and auxiliary personnel, whether paid or volunteer.

III. Application Period: The BVP application usually opens in April and closes six weeks from opening date. The BVP application only opens once per year.

IV. Award Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule.

V. Funds Usage Period: BVP funds will be available for drawdown for two years from the time of the award announcement.

VI. Small Jurisdiction Priority Funding: Current legislation allocates funds first to jurisdictions with less than 100,000 residents. Remaining funds are distributed on a pro rata basis to jurisdictions with over 100,000 residents.

VII. SWAT vests/tactical armor vest eligibility: BVP funds can be used for tactical-level armor, but for only one vest per officer in a replacement cycle. If the agency purchases a tactical level vest for an officer, it must be the officer's primary vest. The agency cannot then use BVP funds to purchase a regular duty vest for the same officer during the same replacement cycle.

VIII. Mandatory Wear Policy: BJA will continue the existing policy that requires a written mandatory wear policy for uniformed patrol officers in place when the FY 2017 BVP applications are submitted.

IX. Uniquely Fitted Vest Requirement: The BVP Reauthorization Act of 2015 included a provision that states that preference should be given to BVP recipients that provide armor vests to law enforcement officers that are uniquely fitted for such officers, including vests uniquely fitted to individual female law enforcement officers. This provision is applicable to FY 17 BVP awards moving forward. Please see the BVP Reauthorization Act of 2015 amendment for reference: https://www.congress.gov/114/plaws/publ155/PLAW-114publ155.pdf.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2017 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

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

Meeting Date: 07/03/2017

Re: License Plate Readers, 2016 Allegany Franciscan Grant, Piggyback GSA Contrac #GS-07F-089CA

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

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SUBJECT:

Approval for the purchase of two (2) hybrid License Plate Readers ($44,480) and one (1) ALPR Trailer ($35,340), piggyback GSA Contract No. GS-07F-089CA, from Morganelli & Associates, Deland, FL, for a total cost not to exceed $79,820.

SUMMARY:

The Police Department requests approval to purchase two (2) hybrid License Plate Readers ($44,480) and one (1) ALPR Trailer ($35,340). These equipment items are part of the FPPD's overall surveillance system upgrades funded by the Allegany Franciscan - Restoring the Common Good grant. The License Plate Readers will be strategically positioned to capture license plate information on vehicles that are potentially fleeing from criminal activity. Coupling this equipment with the video surveillance upgrades that have already been provided by the Allegany award will create a comprehensive surveillance system/format.

The Purchasing Department has reviewed this request and found that all information and justification to be correct. It is on the basis that I recommend that competitive procurement be waived and that the above item be treated as a "Piggyback" commodity.

RECOMMENDATION:

The Police Department recommends approval of this request.

ALTERNATIVES:

The alternative is for the Police Department to proceed with any alternate instructions the Commission provides.

RESPONSIBLE STAFF:

Frank J. Amandro, Deputy Chief

COORDINATED WITH:

Anthony Maynard, Grant Coordinator & John Schramm, Sergeant

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	00160005136410
Amount:	$79,820

FISCAL IMPACT:

This purchase is one of the line items budgeted under the 2016 Allegany Franciscan award (project code AFM16) and the required 50% match.

Attachments

LPR Purchase (1)

LPR Purchase (2)

Award Document

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/20/2017 04:26 PM
City Manager	Nick Mimms	06/26/2017 09:41 AM
Form Started By: Anthony Maynard		Started On: 06/01/2017 11:55 AM
Final Approval Date: 06/26/2017		

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 4/6/2017

VENDOR:
Morganelli & Associates

1401 Saratoga Street
Deland, FL 32724

Attn: Tim Davis (954) 445-2055

Department/Division
District Support Division

Account Number

Com. Code:

Needed For

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
04/06/17					

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2	ea	H6 Field Control Unit 2 Cam	421832	$7,960.00	$15,920.00
4	ea	M6 Camera 25mm	421805	$3,370.00	$13,480.00
4	ea	M6 Mounting Bracket	412960	$45.00	$180.00
4	ea	M6 Camera Cables 16ft	412519-16	$490.00	$1,960.00
2	ea	Wireless Modem GX450	413030	$790.00	$1,580.00
4	ea	EOC Operations License	510322-5.X	$1,275.00	$5,100.00
4	ea	Engineering Day Support	210003-F	$1,250.00	$5,000.00
2	ea	Pole Mount 2-Camera	421218	$630.00	$1,260.00
					$0.00
					$0.00
		GSA			$0.00
		~~Contract #GS-07F-089CA~~			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	$44,480.00

REMARKS:

Purchased under Aleghany Fransiscan Ministries Grant
AFM17

Requested By: SGT. 4/10/17

Approved By:

Approved Date: 5/30/17

ss/LPR2 PO
revised 01/21/00

If over $500.00 you need three (3) quotes.
Attach quotes when submitting.

Morganelli & Associates
1401 Saratoga Street
Deland, Fl. 32724
3172017TD3

To: Fort Pierce Police Dept.
920 Souh US 1
Ft. Pierce, Fl. 34954

DATE: 3/17/2017

Re: Hybrid Pole Camera system

You may purchase the items listed at the price quoted from your favorite ELSAG NA Authorized Distributor * Morganelli & Associates will honor the prices quoted should your vendor of choice provide a higher quote!**

Quantity	Part #	Description	Price Each	Total
1	421832	H6 Field Control Unit 2 Cam	$7,960.00	$7,960.00
2	421805	M6 Camera 25mm	$3,370.00	$6,740.00
2	412960	M6 Mounting Bracket	$45.00	$90.00
2	412519-16	M6 Camera Cables 16ft	$490.00	$980.00
1	413030	Wireless modem GX450	$790.00	$790.00
2	510322-5.X	EOC Operations Center Lic	$1,275.00	$2,550.00
2	210003-F	Engineering Day Support	$1,250.00	$2,500.00
1	421218	Pole Mount 2-Camera	$630.00	$630.00
			Total	**$22,240.00**

Estimate only until actual site visit is completed. 2-Camera System for single direction of Travel. FPPD to supply Pole, 110 Power to FCU on Pole, Traffic Control for Installation, Local Bucket Truck for Install, Customer Responsible for Cell Service

Information Provided By:

Tim Davis
ELSAG NA Factory Representative for Florida
Morganelli & Associates, Inc.
1401 Saratoga Street
Deland, FL 32724
Cell Phone # 954-445-2055

E-Mail: tim@teammorganelli.com

ELSAG PLATE HUNTER H6™ ALPR SOLUTION

2 LEFT OVER FROM IN-CAR CAMERAS

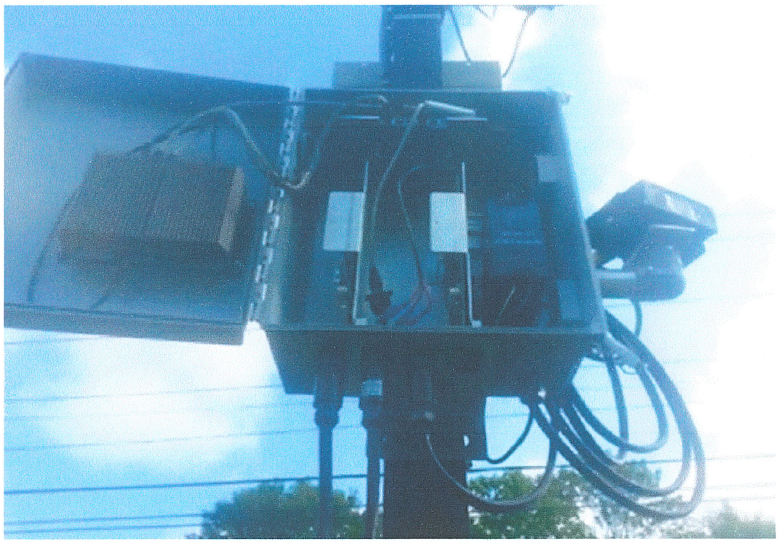
ELSAG'S PLATE HUNTER H6™ (H6) IS A LOWER COST, FIXED ALPR SOLUTION UTILIZING THE SMALLER, LESS OVERT CAMERAS OF OUR MOBILE PLATE HUNTER M6™ SYSTEM. UP TO FOUR MOBILE CAMERAS CONNECT TO A FIELD CONTROL (FCU) UNIT INSIDE A UTILITY BOX. THE CAMERAS CAN BE MOUNTED UP TO 25 FEET AWAY FROM THE FCU. THE H6™ PERFORMS WITH THE SAME SPEED AND ACCURACY AS OUR PURE MOBILE AND FIXED SYSTEMS AND IS IDEAL FOR MONITORING ACCESS CONTROL, PARKING, URBAN ENVIRONMENTS WITH 1-2 LANES OF COVERAGE, AND AREAS WHERE VEHICLES HAVE LIMITED OR RESTRICTED MOVEMENT.

PERFORMANCE OF THE PLATE HUNTER H6™

- Cameras read license plates, day or night, in any weather
- Recognizes plates using specially designed protocols for each jurisdiction in which the systems are deployed
- Captures date and time stamps, GPS coordinates and photo of the license plate
- Each license plate read can be compared to a hot list to identify suspect vehicles
- Hot Lists can be updated remotely as often as needed
- Broadcasts suspect vehicle alarms to command centers or patrol cars simultaneously; broadcasts to an in-car computer, email or PDA
- Features multi-level alarms for prioritization—Wants, Warrants, AMBER Alerts, etc.
- All data collected by the H6™ can be archived in ELSAG's EOC database and analyzed to aid investigations

H6™ FIELD CONTROL UNIT HIDES SYSTEM COMPONENTS

The H6 Field Control Unit (H6FCU) houses many of the components of the Plate Hunter H6™ ALPR system, including camera cables, and a ruggedized brick computer for localized data buffering. It is an NEMA 3R rated utility box, suitable for deployment in most exterior conditions and can be wired directly to standard AC power, available at the pole. The H6FCU is capable of integrating up to four Plate Hunter M6™ ALPR cameras.



ELSAG
Advancing License Plate Recognition

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For more information please email info@elsag.com.
ELSAG, a Leonardo Company.
205 H Creek Ridge Road, Greensboro, NC 27406 | Tel: 1 (877) 773.5724
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Selex ES
A Finmeccanica Company
Doing business as ELSAG North America

205 H Creek Ridge Road
Greensboro, NC 27406
Tel: 1.877.773.5724
Fax: 1.336.379.7164

DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Craig Duncan craig.duncan@elsag.com
Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to sales@elsag.com for processing

Quote#: 14074
Funding Source:
Grant Details:
Payment Method:

Quote Date: 4/5/2017
Quote Expiry Date: 7/4/2017
Requested Delivery Date: 5/26/2017
Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Contracts: No Contract Used

Comments: FIRST YEAR FREE
HARD WARE / SOFTWARE WARRANTY PAST YEAR ONE
REMOTE TECH SUPPORT - FIXED HARDWARE WARRANTY DOES NOT INCLUDE REMOVING CAMERAS FROM POLE OR REINSTALLATION

Bill To:	Fort Pierce Police Department - FL 920 South US Highway 1 Fort Pierce, FL 34950 United States	Ship To:	Fort Pierce Police Department - FL 920 South US Highway 1 Fort Pierce, FL 34950

Product Qty	Product/Service	Unit Price	Amount
1	520001-FCU Standard - 1 Year Standard Hardware & Software Extended Warranty FCU Standard *FIXED HYBRID DEPLOYMENT FCU*	$610.00	$610.00
2	520001-Fixed - 1 Year Standard Hardware & Software Extended Warranty Fixed Camera *FIXED HYBRID DEPLOYMENT CAMERAS*	$1,120.00	$2,240.00
1	520001-Mobile 3 - 1 Year Standard Hardware & Software Extended Warranty Three Camera System *MOBILE 3 CAM SYSTEM*	$1,845.00	$1,845.00
1	520001-FCU Mini - 1 Year Standard Hardware & Software Extended Warranty FCU Mini *TRAILER KIT*	$325.00	$325.00
1	520001-Fixed - 1 Year Standard Hardware & Software Extended Warranty Fixed Camera *TRAILER KIT*	$1,120.00	$1,120.00
1	520004 - Annual Support, Software Upgrades, and Hotlists for year 5 and beyond *OPTIONAL SOFTWARE ONLY PRICE - DOES NOT INCLUDE HARDWARE / PER SYSTEM*	$995.00	$995.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		$0.00 $7,135.00

Product Qty	Product/Service	Unit Price	Amount
Upfront	Goods & Services Sub-total (Pre-tax):		$7,135.00
Tax	Tax Exempt		$0.00
Total	Goods & Services Total:		$7,135.00

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A Finmeccanica Company

Purchasing Terms and Conditions

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by authorized representative of Selex ES, Inc. Selex ES, Inc. will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing and signed by an authorized representative of Selex ES, Inc.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Supplier agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of the Supplier or its licensors**. Refer to the Selex ES Software License Agreement documentation provided with the shipment**.

Payment Terms. Supplier shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Warranty. One year of warranty, 24 hour telephone support, and initial training are included your purchase. Refer to the Selex ES Warranty Coverage documentation as provided. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX ES WARRANTY COVERAGE DOCUMENTATION, SUPPLIER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO SUPPLIER'S PRODUCTS OR SERVICES.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

Morganelli & Associates
1401 Saratoga Street
Deland, Fl. 32724
3172017TD1

To: Fort Pierce Police Dept.
920 South US 1
Ft. Pierce, Fl. 34954

DATE: 3/17/2017

Re: 3-Camera LPR System

You may purchase the items listed at the price quoted from your favorite ELSAG NA Authorized Distributor * Morganelli & Associates will honor the prices quoted should your vendor of choice provide a higher quote!**

Quantity	Part #	Description	Price Each	Total
1	140013	ELSAG Plate Hunter M6-3	$16,820.00	$16,820.00
1	510322-5.X	EOC Operation Centr License	$1,275.00	$1,275.00
1	INSTALL	Installation of M6-3 system	$800.00	$800.00
			Total	**$18,895.00**

Information Provided By:

Tim Davis
ELSAG NA Factory Representative for Florida
Morganelli & Associates, Inc.
1401 Saratoga Street
Deland, FL 32724
Cell Phone # 954-445-2055
E-Mail: tim@teammorganelli.com

ELSAG INTRODUCES THE 6TH GENERATION MOBILE PLATE HUNTER M6™ ALPR CAMERA

ELSAG'S MOBILE PLATE HUNTER M6™ AUTOMATIC LICENSE PLATE READERS ARE THE MOST ADVANCED AVAILABLE, AIDING LAW ENFORCEMENT WITH PUBLIC SAFETY MISSIONS LIKE RECOVERY OF STOLEN VEHICLES AND LICENSE PLATES, IDENTIFICATION OF UNLICENSED DRIVERS, COLLECTION OF DELINQUENT TAXES/FINES, AIDING HOMELAND SECURITY AND AMBER ALERTS, PLUS MUCH MORE. THE NEW M6™ COMBINES OVER 20 YEARS OF HARDWARE AND SOFTWARE DEVELOPMENT WITH THE MOST ADVANCED ELECTRONICS AND SENSORS AVAILABLE TODAY. THE REDESIGN NOT ONLY IMPROVES PERFORMANCE BUT ALSO REDUCES THE OVERALL COST BY 25%.

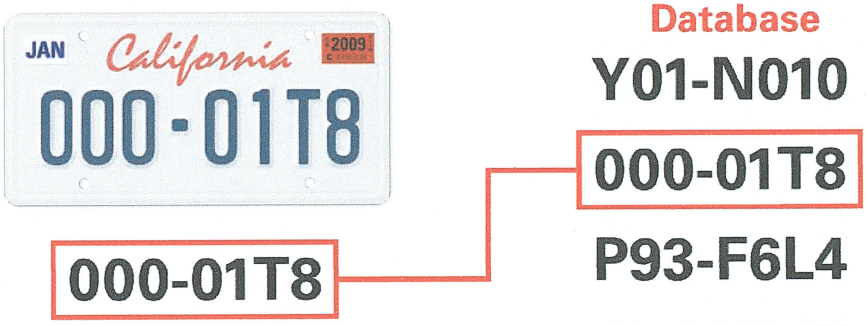
THE DESIGN FEATURES OF THIS NEW CAMERA INCLUDE:

- Latest CMOS Sensor Technology
- Higher resolution cameras at 1280 x 1024 while the previous generation was only 640 x 480
- Field of view expanded by 30%
- Improved color accuracy and resolution of the color overview image
- Cameras are 10% lighter
- Improved and integrated power conditioning with a configurable delay timer
- Lower power consumption at 15w for 2 cameras
- Lower overall cost

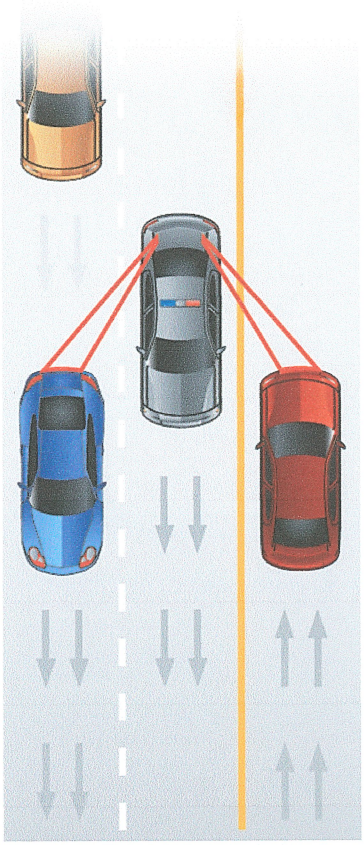
THE PLATE HUNTER M6™ IN ACTION

DIGITAL AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS ARE ATTACHED TO THE BODY OF THE PATROL CAR OR ATTACHED TO INFRASTRUCTURE LIKE A UTILITY POLE, SIGN GANTRY OR TUNNEL ENTRANCE.

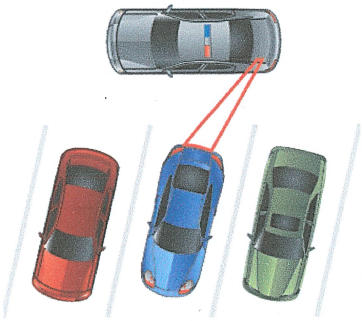
1. Officers on roadways use cameras to scan plates of passing cars or data from fixed cameras is sent to the EOC.
   - Cameras can read plates from fast-moving vehicles.
   - Locations and times of captured plates are stored.
2. An infrared camera captures images of each plate and a color camera captures overview images of each vehicle.
3. A computer reads the plate characters and compares them with a hot list.



4. Officers are alerted of a match.



Cameras can also scan in parking lots.



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ELSAG\US\100416

Fort Pierce, Florida

Prepared: Adam Sluss

Date: 03/16/2017

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HWY A1A East Bound

3/16/2017

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Hwy A1A West Bound

- GPS: 27.455285, -80.324413

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THANK YOU FOR YOUR ATTENTION

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Advancing License Plate Recognition

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REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 4/6/2017

VENDOR:
Morganelli & Associates

1401 Saratoga Street
Deland, FL 32724

Attn: Tim Davis (954) 445-2055

Department/Division
District Support Division

Account Number

Com. Code:

Needed For

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
04/06/17					

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1	ea	RU2 Speed Trailer w/140 watt Solar Panel	412987	$13,335.00	$13,335.00
1	ea	Radar Trailer 2 CAM - Kit	421752-2	$6,380.00	$6,380.00
1	ea	ELSAG PLATE HUNTER M6-2	140012	$11,500.00	$11,500.00
1	ea	Wireless Moden GX450	413030	$790.00	$790.00
1	ea	EOC Operations Center License	510322-5.X	$1,275.00	$1,275.00
2	ea	Engineering Hours	210005-H	$160.00	$320.00
1	ea	Trailer Freight Delivery	Shipping	$1,740.00	$1,740.00
					$0.00
					$0.00
					$0.00
		GSA			$0.00
		Contract #GS-07F-089CA			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	$35,340.00

REMARKS:

Purchased under Aleghany Fransiscan Ministries Grant
AFM17

Requested By: [signature] 4/10/17

Approved By: [signature]

Approved Date: 5/30/17

ss/LPR PO
revised 01/21/00

If over $500.00 you need three (3) quotes.
Attach quotes when submitting.

Morganelli & Associates
1401 Saratoga Street
Deland, Fl. 32724
3172017TD2

To: Fort Pierce Police Dept.
920 Souh US 1
Ft. Pierce, Fl. 34954

DATE: 3/17/2017

Re: LPR Speed Trailer

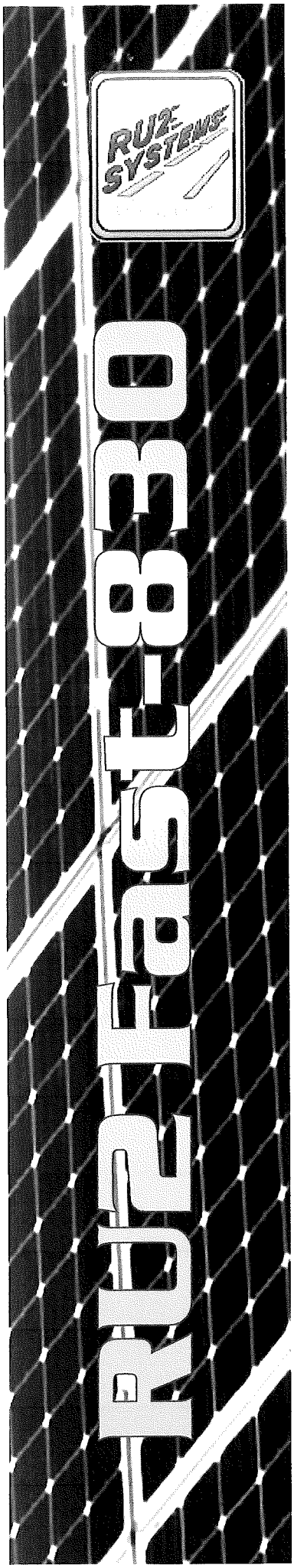
You may purchase the items listed at the price quoted from your favorite ELSAG NA Authorized Distributor * Morganelli & Associates will honor the prices quoted should your vendor of choice provide a higher quote!**

Quantity	Part #	Description	Price Each	Total
1	412987	RU2 Speed Trailer with 140wt Solar Panel	$13,335.00	$13,335.00
1	421752-2	Radar Trailer 2 CAM - Kit	$6,380.00	$6,380.00
1	140012	ELSAG Plate Hunter M6-2	$11,500.00	$11,500.00
1	413030	Wireless modem GX450	$790.00	$790.00
1	510322-5.X	EOC Operations Center Lic	$1,275.00	$1,275.00
2	210005-H	Engineering Hour	$160.00	$320.00
1	Shipping	Trailer Frieght Delivery	$1,740.00	$1,740.00
			Total	**$35,340.00**

Customer Responsible for Cell Service

Information Provided By:

Tim Davis
ELSAG NA Factory Representative for Florida
Morganelli & Associates, Inc.
1401 Saratoga Street
Deland, FL 32724
Cell Phone # 954-445-2055
E-Mail: tim@teammorganelli.com

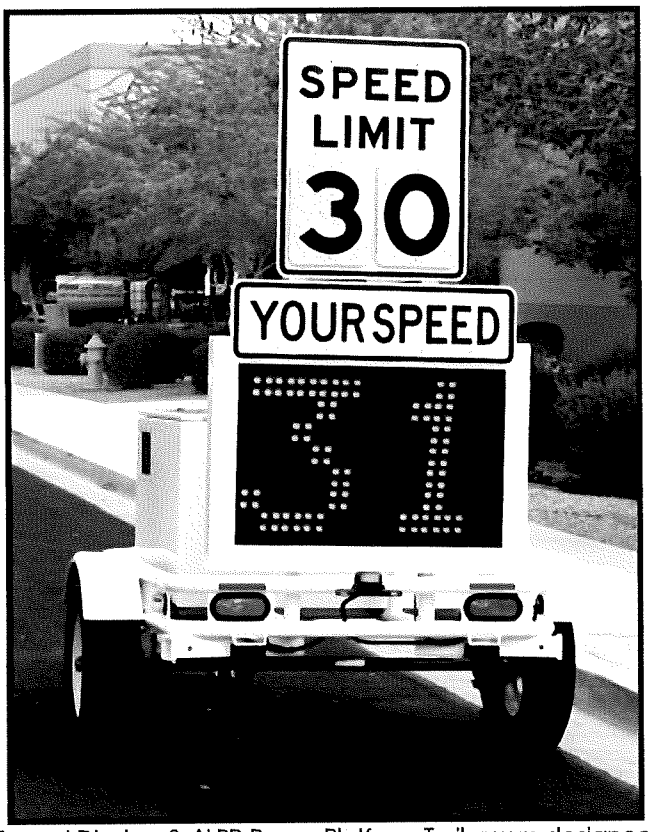


RU2 Systems, Inc.

The Leader in Speed Display Technology

RU2 Fast-830

Radar Speed Display & ALPR Power Platform Trailer



1
ANNUAL FEES

The Fast-830 Radar Speed Display & ALPR Power Platform Trailer was designed specifically to house or host ALPR equipment for "covert" operation right there out in the open. Presenting the relatively common-place appearance of a radar trailer, the trailers presence helps attenuate traffic flow potentially enhancing data reliability.

The RU2 Fast-830 has an 18" tall character display and when in full operating position, stands nearly 8 feet tall. The speed display sign folds down creating a low trailer profile for easy transport and storage. Standard features include high & low speed blanking, flashing digit violator alert and traffic management arrows.

Optional features include our violator alert system (a flashing strip of red and blue LED's and/or the distinct "SLOW DOWN" message in red LED's) when approaching vehicles do not slow to the selected speed. Also available is our RU2 Systems Data Acquisition Package, which records the time, date and speed of oncoming vehicles without the use of cumbersome pneumatic tubes placed across the street! Please see the reverse for complete details.

RU2 Systems: The Industry Leader in Speed Display Technology

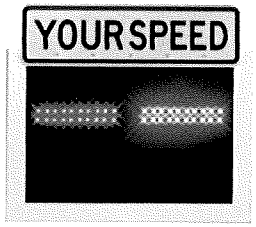
2631 North Ogden Road, Mesa, AZ 85215
[P] 480-982-2107 [F] 480-982-5237
Toll Free 877-982-2107
e-mail: info@ru2systems.com www.ru2systems.com

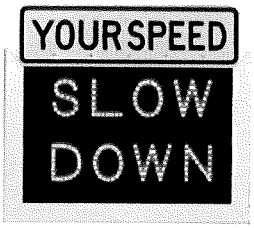
RU2 Fast-830

Radar Speed Display Trailer/ ALPR Power Platform

Standard Features:

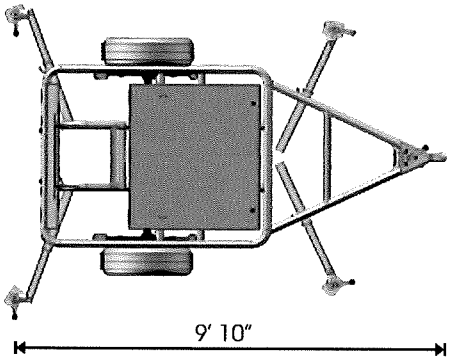
- Single directional K-band radar unit
- 18" Amber AlInGaP LED full graphic display characters
- Display protected by 3/16" GE Lexan® with a tinted, non-glare finish
- Automatic intensity adjustment to ambient light conditions
- 18" x 24" MUTCD R2-1 speed sign / 5-75 MPH overlays
- Keyed On/Off switch
- RF key fob for remote set up (100'+)
- Four (4) 92 A/hr AGM aviation grade batteries
- Single cycle 24 hour ON/OFF clock
- Flashing Digit Violator Alert
- Directional Traffic Arrow Patterns
- Minimum Display Speed / High Speed Cut-off
- Unit defaults to last settings upon power up





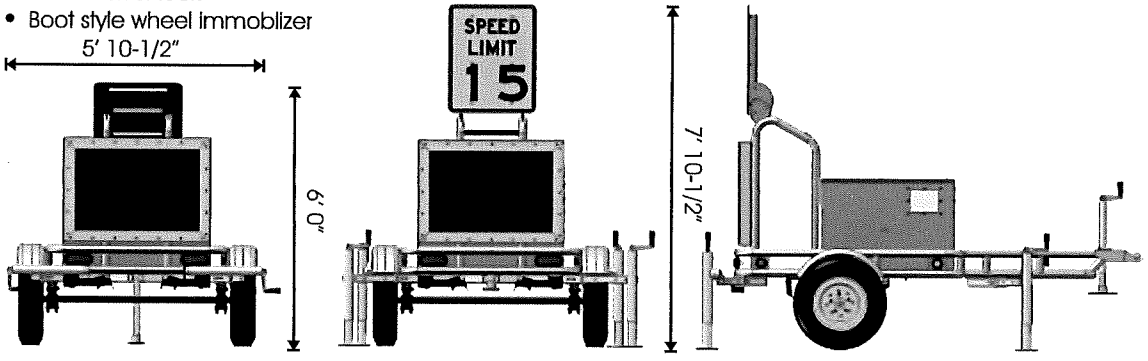
Construction:

- 2"Ø tubular steel space-frame chassis
- Polyester powder coat finish over high zinc epoxy primer
- ST205/75D-14" Tires & Painted Rims, Load Range C, on 5 lug automotive type hubs
- our (4) Extendable Out-rigger style stabilizers on corners, bulldog style swivel jack supporting tongue.
- Full 7" wide, 14 gauge steel fenders
- 2" Class II ball coupler
- 2000 lb rated axle
- Leaf spring suspension
- Taper roller bearings
- Curb Weight: ~1270 lbs



Options

- Violator alerts*
  - "SLOW DOWN"
  - Red-Blue Flashing Bars
  - White LED Photo-Flash simulation
- Additional batteries for extended deployment
- RU2 Traffic Count Statistics Package
- Solar panel(s)
- Trailer cover
- Locking lug nuts
- Ball receiver lock
- Boot style wheel immobilizer



Technical specifications are subject to change without notice.

WARRANTY:
RU2 Systems warrants their LED Displays for Five Years. The Radar Gun is warranted for Two years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

RU2 Systems, Inc.
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Mesa, AZ 85215

[P] 480-982-2107 [F] 480-982-5237
Toll Free 877-982-2107
www.ru2systems.com

Rev. 6 Aug. 13

Fort Pierce Police Department

Capital Improvement Proposal

Diane Hobley-Burney, Chief of Police

May 5, 2016

Introduction

The City of Fort Pierce, especially the Lincoln Park Community, face a number of challenges in reducing crime and maintaining trust in law enforcement. To compound this problem, the City has experienced a drastic reduction in revenues generated from ad valorem taxes since 2008. As a result, City departments were required to implement annual spending reduction plans in order to lower operating and personnel costs to meet budget shortfalls. As a result, the police department has lacked capital funding to maintain or purchase essential technology equipment used to combat criminal activity, and provide transparency in daily operations.

Public safety is at the forefront of our city's needs. However, due to budgetary restraints, it is recognized that funding support is needed and must be addressed through comprehensive and collaborative efforts. For these reasons the Fort Pierce Police Department (FPPD) and the City of Fort Pierce is requesting financial support from the Allegany Franciscan Ministries. We are submitting a $500,000 proposal to purchase essential equipment that will allow the FPPD to be more effective and efficient in providing law enforcement services while continuing to develop safe neighborhoods through transparency in our community.

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VI. Economic Impact…….....9

VII. Conclusion…….……...9

Project Description

I. Statement of the Problem

The City of Fort Pierce is located in Saint Lucie County on the east coast of South Florida, and encompasses a total of 29 square miles. Historically, Fort Pierce has suffered from disproportionate levels of crime, particularly violent crime, when compared to other jurisdictions nationwide. So much so, that the FBI listed Fort Pierce as number nine (9) on its list of the most dangerous cities in Florida (2014), and the Huffington Post listed Fort Pierce as the 64th most dangerous city in the nation. The law enforcement agency responsible for addressing the high levels of crime that have caused Fort Pierce to appear on these lists is the Fort Pierce Police Department (FPPD). The FPPD has 36 support staff and 121 sworn officers who provide law enforcement, crime prevention, and protective services to the 42,000 residents of Fort Pierce, Florida. The FPPD is committed to its motto "In Honor We Serve" and is dedicated to providing a safe and secure place for families and businesses to live, thrive, prosper, and grow. Although the City experienced a recent reduction in overall crime, the Lincoln Park Community continues to suffer violent crime, gang activity, and a lack of trust in law enforcement.

II. Project Purpose

The purpose of this project is to increase the FPPD's capacity to be more effectively proactive in violent crime related matters, continue to develop safer neighborhoods, and build community trust and partnership through transparency. In order to execute appropriate proactive measures, additional capital equipment will be necessary.

In an historical review, in 2008, the City of Fort Pierce experienced a drastic reduction in revenues generated from ad valorem taxes. As a result, City Departments were required to implement annual spending reduction plans in order to lower operating and personnel costs to meet budget

shortfalls. The yearly spending reduction plans implemented regarding the police department from 2008 – 2011 resulted in a $4 million budget decrease, which has remained to date. As a result, the police department has lacked capital funding to maintain or purchase essential technological driven equipment to combat criminal activity for safer neighborhoods.

Recognizing the strained relationship in the Lincoln Park Community, the FPPD is increasingly looking for ways to use technology in order to increase efficiency and transparency in the performance of our duties. The budgeted items proposed in this project will enable a more transparent, tactical and proactive approach in crime reduction, while increasing the likelihood of solving crimes and arresting suspects in a more timely fashion. This will allow the residents to see the efforts toward crime reduction and enhance the confidence in the police department as we build a safer community together.

III. Budget — Grand Total: $500,000

A. Security Camera Equipment (39 units and 1 storage unit) — $320,000

The security camera equipment systems will consist of both stationary and portable units, and a storage unit for the data gathered. These camera systems will be covert. They will serve multiple purposes including enhanced safety, deterrence of crime, aid in the rapid response to disturbances, use as an investigative tool in crimes, and use as a transparency resource to resolve complaints.

The security camera systems will also be provided to small businesses and homeowners throughout the Lincoln Park Community. Many of these owners have been victimized by illegal activity around their business or residence. This funding would allow the FPPD to partner with approximately thirty (30) small businesses and homeowners in the Lincoln Park

Community to provide owners with overt security camera to create a safer environment for the community.

- $100,000 5 portable covert systems ($20,000 each)
- $100,000 4 stationary covert systems ($25,000 each)
- $ 90,000 30 overt systems for small businesses and homeowners ($3,000 each)
- $ 30,000 software/storage

B. **In-Car Camera Systems (**10 units) **$69,500**

The police department purchased ten (10) new patrol cars. The in-car cameras have become another valuable tool for police officers and show the public we are transparent in the performance of our duties. The cameras capture both intended and unintended video proving their value in an assortment of investigations and complaints from citizens. The video recordings have resulted in convictions, serve as training videos for police departments and academies, and provide a means to expedite or resolve citizen complaints. Most video provides documentation of our officers doing their jobs and conducting themselves as professionals even under adverse and hazardous conditions. The 2004 IACP In-Car Camera Study demonstrated that 97 percent of the citizens polled across the U.S. support the use of in-car cameras for law enforcement. While law enforcement views the acquisition of camera technology as a means to demonstrate their professionalism and increase officer safety, the public views cameras as a means to guard against abuse. The cameras have become "the Silent Witness."

C. **Traffic Messages Boards** (2 units) **$35,500**

The traffic message boards will be used as tools to enhance education and safety. The message boards will be positioned in areas of need to assist in reducing non-violent crimes such as

burglaries, auto burglaries, and auto thefts. Many times these crimes are precursors to more violent criminal activity. The message boards will also be used to promote crime prevention tips, job fairs, and community events.

D. Licensing Plate Readers (LPR) (3 units) $60,000

Non-residents cause many of the criminal acts that occur in Fort Pierce. The License Plate Readers (LPR) system will assist in identifying criminal elements that the residents of the community may not be familiar with. The LPR's are also used to combat auto theft, recover stolen license plates, find Department of Motor Vehicle (DMV) identifying information, and assist in investigations to include violent crimes and gang activity.

LPR use falls into two general categories: reactive and analytic. Reactive use involves instant alerts that may be associated with the license plate in real time and can be used for serious or longer-term criminal investigations, such as murder, narcotics, or kidnapping. Analytic use involves the exploitation of the database of stored license plates to benefit ongoing investigations. Additionally, the database can be used to search for license plates known to be associated with criminal activity, such as gang or drug networks, and provides officers with critical alerts notifications of potentially dangerous individuals.

- $20,000 1 - mobile unit
- $40,000 2 - fixed units

E. Community Relations Campaign $15,000

In order to enhance safer neighborhoods and build community partnerships, the police department and the Lincoln Park Community need to bridge the gap between them. This gap is due to an apparent lack of trust in law enforcement. To foster a sense of community

responsibility, pride, and rebuild trust with the Lincoln Park Community, the FPPD proposes to use these funds to develop a problem solving community informational and public awareness campaign. This campaign includes community meetings, neighborhood forums, advisory committees, publications (newsletters, bulletins, posters), and public service announcements via local newspaper and other news media. The intent of the FPPD is to develop community-based cooperative relationships and include as collaborative partners the following:

- Young Adults of the Lincoln Park Community
- Parents , particularly parents of victims and offenders
- Community Residents and Leaders
- Local Support Agencies, Organizations, and Businesses
- Pastors and Clergy from local religious organizations
- Coaches and Assistants from area teams/leagues
- Local Law Enforcement and Federal Partners when needed

IV. Area Served – Lincoln Park Community

This Ongoing Project will serve the Lincoln Park Community which is continuously experiencing violent crimes, to include gang activity, gun violence, and mistrust of law enforcement. Although Lincoln Park is approximately a three square mile area of the City's approximately 29 square miles, these concerns disproportionately effects the citizens and business owners in that community in comparison to the rest of the city. Evidence suggests that a focused approach in this geographic area will help leverage resources and make a greater, measurable impact.

The racial and ethnic composition of Lincoln Park is:

- 91% African American,
- 9% White
- 6% Hispanic/Latino

V. Economic Overview of Lincoln Park

Lincoln Park residents face a dire economic environment:

- 28% of households earn an income of less than $10,000
- 16% of the labor force is unemployed
- 37% of households receive Food Stamp/ Supplemental Nutrition Assistance Program (SNAP) benefits.

VI. Economic Impact

The accomplishments and triumphs experienced in the Lincoln Park Community will directly and positively impact the economy not only in the targeted community but also the entire City of Fort Pierce and St. Lucie County.

VII. Conclusion

This 'work in progress', is designed to reduce violent crime in the Lincoln Park Community, provide transparency in police services and build trust and community partnership. The rewards of this project from humanistic and statistical vantage points will include a reduction in violent crime and gang related activity, serve to build a safer community, develop trust in law enforcement, and provide an overall benefit of safety to all the citizens and visitors to the City of Fort Pierce.

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

Meeting Date: 07/03/2017

Re: Allegany Franciscan Grant - Camera Purchases 2017, Bid No. 2017-001 Sole Source

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

---

SUBJECT:

Approve purchase of three (3) Matrix Surveillance Pole Cameras in the amount of $10,566.10 each, totaling $31,698.30, five (5) Covert Pedestal Cameras at a cost of $10,944.10, totaling $54,970.50, and a Splice Block Covert Camera at a cost of $9,988.00, from Tactical Video, Inc., Naperville, IL, for a total purchase of $89,998.30. The total cost of these items are part of the line item and match funding previously approved by the City Commission.

SUMMARY:

The FPPD has made several steps towards the execution of the Allegany Franciscan award. The requested camera purchases are one of the few remaining steps to meeting the grant award requirements. With the surveillance program that has been established in Lincoln Park proving to be highly effective, and leading to a flawless prosecution rate, the FPPD seeks to further enhance its surveillance capabilities by using the remaining funds budgeted for camera purchases to cover areas within the Lincoln Park neighborhood that are still in need of monitoring.

The Purchasing Department has reviewed this request and found that all information and justification to be correct. It is on the basis that I recommend that competitive procurement be waived and that the above item be treated as a "sole source" commodity.

RECOMMENDATION:

The recommendation is the Commission approve this request.

ALTERNATIVES:

The FPPD execute any alternative instructions provided by the Commission.

RESPONSIBLE STAFF:

Deputy Chief Kenny Norris

COORDINATED WITH:

Anthony Maynard, Grant Coordinator & Sgt. James Grecco

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	001.6000.513.6410

Amount: 89,998.30

FISCAL IMPACT:

This purchase represents the cost of the equipment as outlined in the summary, and any associated match.

Attachments

Sole Source Justification

allegany grant

Camera Purchases

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/23/2017 09:34 AM
City Manager	Nick Mimms	06/26/2017 11:45 AM
Form Started By: Anthony Maynard		Started On: 06/09/2017 05:34 PM
Final Approval Date: 06/26/2017		

TacticalVIDEO

Sole Source Wireless Surveillance

To whom it may concern:

Please accept this letter for the sole source description of the Wireless Surveillance System - All In One Camera (WSSAOC) solution. The below capabilities and inclusions make this offering a unique market place offering that is not available from any other source.

- Tactical Video is the sole designer, manufacturer and reselling agent for the WSSCPC video system employing the Matrix Portable Operations Communications System (MPOCS).
- Tactical Video provides unique covert enclosures and the WSSAOC is completely turnkey based on Tactical Video's unique capabilities.
- The MPOCS is optimized to reduce data traffic on the Verizon cellular network and fit within Verizon's typical M2M data plans.
- The WSSAOC is a portable system that can be rapidly moved from location to location and accessed through the Verizon cellular network.
- WSSCPC employs remote control start/restart capabilities that allows agents to deploy the surveillance system and later remotely start the system from a cell phone interface. The agent can remotely power up or down the surveillance cameras to perform maintenance without entering the target area to make camera changes.

Jeff Gibson
President
Tactical Video

Jeff Gibson

Complete Specification Description:

Matrix All-In-1 Surveillance System
- Axis Q6045 PTZ Camera 1080p w/32x zoom
- Axis Q6115-E PTZ Camera 1080p w/30x zoom
- Axis F44 Pinhole Control Unit w/4 1080p cameras
- Axis Q1635 1080p Fixed Lens Low Light Camera
- Matrix RDC Enclosure
- Verizon Cellular LTE 4G/3G Router
- High Power POE Switches
- ExacqVision Professional Software
- External Camera/Equipment Port
- Multi-Port Ethernet Switch
- External 12vdc Power Port
- External Cellular Antenna Port
- Verizon External Antenna
- 12vdc Power/Charger Unit
- MasterKEY Remote Power Management

Matrix Covert Pole Camera
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- High Power POE Switch
- ExacqVision Professional Software
- External Camera/Equipment Port
- Multi-Port Ethernet Switch
- External 12vdc Power Port
- 12vdc Power/Charger Unit
- MasterKEY Remote Power Management

jeff@TacticalVideo.com
D. 630.445.1209 F. 630.839.0005

Tactical Video Confidential and Proprietary

Fort Pierce Police Department

Capital Improvement Proposal

Diane Hobley-Burney, Chief of Police

May 5, 2016

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- Local Law Enforcement and Federal Partners when needed

IV. Area Served – Lincoln Park Community

This Ongoing Project will serve the Lincoln Park Community which is continuously experiencing violent crimes, to include gang activity, gun violence, and mistrust of law enforcement. Although Lincoln Park is approximately a three square mile area of the City's approximately 29 square miles, these concerns disproportionately effects the citizens and business owners in that community in comparison to the rest of the city. Evidence suggests that a focused approach in this geographic area will help leverage resources and make a greater, measurable impact.

The racial and ethnic composition of Lincoln Park is:

- 91% African American,
- 9% White
- 6% Hispanic/Latino

V. Economic Overview of Lincoln Park

Lincoln Park residents face a dire economic environment:

- 28% of households earn an income of less than $10,000
- 16% of the labor force is unemployed
- 37% of households receive Food Stamp/ Supplemental Nutrition Assistance Program (SNAP) benefits.

VI. Economic Impact

The accomplishments and triumphs experienced in the Lincoln Park Community will directly and positively impact the economy not only in the targeted community but also the entire City of Fort Pierce and St. Lucie County.

VII. Conclusion

This 'work in progress', is designed to reduce violent crime in the Lincoln Park Community, provide transparency in police services and build trust and community partnership. The rewards of this project from humanistic and statistical vantage points will include a reduction in violent crime and gang related activity, serve to build a safer community, develop trust in law enforcement, and provide an overall benefit of safety to all the citizens and visitors to the City of Fort Pierce.

TacticalVIDEO

Quotation

Client Information	Shipper Information
Fort Pierce PD Covert Pole Cameras	Tactical Video Inc. 1807 S. Washington Street Suite 110.319 Naperville, IL 60565 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
May 31, 2017	TVI0531017-13	Jun 30, 2017	At Receipt of Invoice	Jeff Gibson

Item #	Description	Quantity	Unit Cost	Total
1	**Matrix Surveillance System - Covert Pole Camera**	3	$ 10,566.10	$ 31,698.30
	Axis Q6115-E PTZ Camera 1080p w/30x zoom	1		
	Verizon Cellular LTE/xLTE 4G/3G Router (Cellular service activation req)	1		
	High Power POE Switch	1		
	256GB DVR Memory	1		
	ExacqVision Edge DVR Software	1		
	External DC Power Port	1		
	External AC Power Port	1		
	Internal Battery System (12vdc) 9.6Ah	2		
	12vdc Power Conversion Unit	1		
	MasterKEY Remote Power Management (Cellular service activation req)	1		
	Equipment Enclosure	1		
3	**Covert Pedestal Camera**	5	$ 10,994.10	$ 54,970.50
4	**Splice Block Covert Camera**	1	$ 9,988.00	$ 9,988.00
5	**Volume Discount**	8%		$ (6,933.50)
6	**Shipping** - Standard Ground	1		$ 275.00
			Total	$ 89,998.30

Notes

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: http://www.tacticalvideo.com/pdf/terms.pdf. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over $2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Pole camera covert design and graphics may be customized.

Quotation is Confidential and Proprietary

City Commission Budget Workshop - 9:00 AM
Meeting Date: 08/03/2017
Re: Allegany Grant covert camera purchases.
Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

---

Information

SUBJECT:
Tactical Video
1. Matrix Surveillance System- Covert Pole Camera- quantity three (3) (unit price 10,566.10) $31,698.30

2. Covert Pedestal Camera- quantity five (5) (unit price 10,994.10) $54,970.50

3. Splice Block Covert Camera- quantity one (1) $9,988.00

Volume discount - $275.00:

Total:***$89,998.30***

SUMMARY:
Due to the impact of anticipated incurring monthly cost associated with multiple network systems (individual live stream, etc..) for numerous residential locations. The funds were re- purposed to expand the current operational camera system employed through the Allegany grant.

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

N/A

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: y
Fiscal Year: 2017
Account: 001.6000.513.6410
Amount: $89,998.30
FISCAL IMPACT:
this purchase is budgeted under the 2016 Allegany Grant Award AFM16 and represents the cost of the purchase and the required 50% match.

Attachments

allegany

Form Review

Inbox	Reviewed By	Date
Finance Department		
City Manager		
Form Started By: Kenny Norris		Started On: 06/09/2017 03:18 PM

City Commission Regular Meeting **10.f.**

Meeting Date: 07/03/2017

Re: Purchase of Firearms, Informal Bid No. 2017-022

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

SUBJECT:

Approve purchase of a total of 20 firearms for the police department which include fifteen (15) - Glock 21 and five (5) Glock 30 SF's from G.T. Distributors Inc., Jacksonville, FL, in an amount not to exceed $10,833.80.

SUMMARY:

Informal Bid No. 2017-022, requesting quotes from the only three (3) glock distributors for Law Enforcement in the State of Florida, with all three vendors responding. The Police Department request authorization from the Commission to purchase twenty (20) firearms - fifteen (15) - Glock 21 with Stream-light, the standard firearm issue to uniform personnel, and five (5) Glock 30 SF which is issued to personnel in special assignments, such as our undercover officers. This purchase is needed to replace weapons, due to malfunctions and shortages.

RECOMMENDATION:

For commission to approve the purchase.

ALTERNATIVES:

As recommended by the Commission.

RESPONSIBLE STAFF:

Major S. Courtoy
Sergeant J. Braun
Fiscal Manager S. Smith

COORDINATED WITH:

Major S. Courtoy
Sergeant J. Braun
Fiscal Manager S. Smith

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	00130015216410
Amount:	$10,833.80

FISCAL IMPACT:

This amount is budgeted in FY 2017.

Attachments

Firearm 2017 purchase

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/23/2017 09:48 AM
City Manager	Nick Mimms	06/26/2017 11:44 AM
Form Started By: Stephanie Smith		Started On: 06/15/2017 11:09 AM
Final Approval Date: 06/26/2017		

Check Mark	Initials

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 06-08-2017

VENDOR:
GT Distributors Inc.
8725 Youngerman Ct
Jacksonville, FL 32244

sales@gtdist.com
1-800-252-8310
attn: David Curtis

Department/Division
FPPD/SSB
Account Number
Com. Code:
Needed For
Officer's Equipment

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
06-08-2017		71141			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
15	each	Glock 21 Gen 4, .45 ACP, with		$565.92	$8,488.80
		night sights, three (3) 13 round			$0.00
		magazines, and Streamlight TRL-1			$0.00
		rail mounted light			$0.00
					$0.00
5	each	Glock 30SF, .45 ACP, with night		$469.00	$2,345.00
		sights and three (3) 10 round magazines			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Subtotal:	$10,833.80
				Shipping:	
				Total:	$10,833.80

REMARKS:
IB2017-002

Requested By: _____

Approved By: A/Ch K. Nau

Approved Date: 6/15/2017

If over $500.00 you need three (3) quotes. Attach quotes when submitting.

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

GT Distributors Inc.
8725 Youngerman Ct
Jacksonville, FL 32244

sales@gtdist.com

Request for Quote # IB2017-002: Glock 21 Gen 4, .45 ACP, with night sights and Streamlight TRL-1 light & Glock 30SF, .45 ACP, with night sights.

To Whom It May Concern:

The Fort Pierce Police Department is now accepting competitive quote proposal for Glock 21 Gen 4, .45 ACP, with night sights and Streamlight TRL-1 light & Glock 30SF, .45 ACP, with night sights.

Quantity:	Unit:	Description:	Unit Price:
10	EACH	Glock 21 Gen 4, .45 ACP, with night sights, three (3) 13 round magazines, Streamlight TRL-1 rail mounted light	$ 565.92
5	EACH	Glock 30SF, .45 ACP, with night sights and three (3) 10 round magazines	$ 469.00

Any bids submitted must take into consideration the procedures as outlined below:

- Pricing good for FY2017/FY2018: May 25, 2017 – September 30, 2018.
- Shipping included in pricing,
- Approve ordering up to 30 Glock 21 Gen 4 and 15 Glock 30SF equipped as outlined above.
- Issue consecutive serial numbers on orders.
- Delivery 10 days after receipt of purchase order and or orders.\

All quotes must be received by May 25, 2017 at 4:00pm and submitted to:

MAIL:
City of Fort Pierce – Purchasing Department
Attention: Georgia Montgomery
100 North U.S. #1
Fort Pierce, Fl 34950

FAX:
(772)467-3848

EMAIL: GMontgomery@City-FtPierce.Com

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed.

Bidder's Name (print): DAVID CURTIS Bidder's Signature: David Curtis

Telephone #: 1-800-252-8310 Date: 6/8/2017

If you have any questions or concerns, please contact me at (772)467-6828 or by Email at jbraun@fppd.org.

Sincerely,

Jason Braun, Sergeant

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Lou's Police Distributors Inc.
7815 West 4th Avenue
Hialeah, FL 33014

ana@louspolice.com

Request for Quote # IB2017-002: Glock 21 Gen 4, .45 ACP, with night sights and Streamlight TRL-1 light & Glock 30SF, .45 ACP, with night sights.

To Whom It May Concern:

The Fort Pierce Police Department is now accepting competitive quote proposal for Glock 21 Gen 4, .45 ACP, with night sights and Streamlight TRL-1 light & Glock 30SF, .45 ACP, with night sights.

Quantity:	Unit:	Description:	Unit Price:
10	EACH	Glock 21 Gen 4, .45 ACP, with night sights, three (3) 13 round magazines, Streamlight TRL-1 rail mounted light #69110	$ 570.00
5	EACH	Glock 30SF, .45 ACP, with night sights and three (3) 10 round magazines Gen 3	$ 492.00

Any bids submitted must take into consideration the procedures as outlined below:

- Pricing good for FY2017/FY2018: May 25, 2017 – September 30, 2018.
- Shipping included in pricing,
- Approve ordering up to 30 Glock 21 Gen 4 and 15 Glock 30SF equipped as outlined above.
- Issue consecutive serial numbers on orders.
- Delivery 10 days after receipt of purchase order and or orders.\

All quotes must be received by May 25, 2017 at 4:00pm and submitted to:

MAIL:
City of Fort Pierce – Purchasing Department
Attention: Georgia Montgomery
100 North U.S. #1
Fort Pierce, Fl 34950

FAX:
(772)467-3848

EMAIL: GMontgomery@City-FtPierce.Com

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed.

Bidder's Name (print): Ana Garcia Bidder's Signature: Ana Garcia

Telephone #: 305-416-0000 Date: 5/18/2017

If you have any questions or concerns, please contact me at (772)467-6828 or by Email at jbraun@fppd.org.

Sincerely,

Jason Braun, Sergeant

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

B & H Police Supply
245 Merritt Island Causeway
Merritt Island, Fl 32952

alawson@intelleo.com

Request for Quote # IB2017-002: Glock 21 Gen 4, .45 ACP, with night sights and Streamlight TRL-1 light & Glock 30SF, .45 ACP, with night sights.

To Whom It May Concern:

The Fort Pierce Police Department is now accepting competitive quote proposal for Glock 21 Gen 4, .45 ACP, with night sights and Streamlight TRL-1 light & Glock 30SF, .45 ACP, with night sights.

Quantity:	Unit:	Description:	Unit Price:
10	EACH	Glock 21 Gen 4, .45 ACP, with night sights, three (3) 13 round magazines, Streamlight TRL-1 rail mounted light	$ 570.50
5	EACH	Glock 30SF, .45 ACP, with night sights and three (3) 10 round magazines	$ 469.00

Any bids submitted must take into consideration the procedures as outlined below:

- Pricing good for FY2017/FY2018: May 25, 2017 – September 30, 2018.
- Shipping included in pricing,
- Approve ordering up to 30 Glock 21 Gen 4 and 15 Glock 30SF equipped as outlined above.
- Issue consecutive serial numbers on orders.
- Delivery 10 days after receipt of purchase order and or orders.\

All quotes must be received by May 25, 2017 at 4:00pm and submitted to:

MAIL:
City of Fort Pierce – Purchasing Department
Attention: Georgia Montgomery
100 North U.S. #1
Fort Pierce, Fl 34950

FAX:
(772)467-3848

EMAIL: GMontgomery@City-FtPierce.Com

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed.

Bidder's Name (print): B+H Police Supply LLC Bidder's Signature: [signature]

Telephone #: 321. 452. 4640 Date: 5/16/17

If you have any questions or concerns, please contact me at (772)467-6828 or by Email at jbraun@fppd.org.

Sincerely,

[signature]

Jason Braun, Sergeant

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

To: Acting Deputy Chief R. Ridle

From: Sergeant J. Braun

Date: Friday, June 09, 2017

Ref: Glock 21 Purchase

Attached is a Purchase Order for fifteen (15) Glock 21 firearms equipped with the TRL-1 lights and five (5) Glock 30SF firearms. The Glock 21 equipped with the TRL-1 light is the Department's standard issued sidearm. The Glock 30SF is the Department's compact sidearm issued to officers that work in special assignments and assignments that require them to carry a firearm while in plain clothes. The purchase of the firearms is needed to replace several firearms that have been removed from inventory due to malfunctions, officer retirements, and entered into evidence. The GT Distributors Inc. quote was selected out of three received in an informal bid process as the lowest bid.

Attached is a Purchase Order for the following:

Quantity:	Description:	Unit Price:	Total Price:
15	Glock 21 Gen 4, .45 ACP, with night sights, three (3) 13 round magazines, Streamlight TRL-1 rail mounted light	$565.92	$ 8,488.80
5	Glock 30SF, .45 ACP, with night sights and three (3) 10 round magazines	$469.00	$ 2,345.00
		Total:	$ 10833.80

Currently, the Department has 8 operational Glock 21's and no Glock 30SF's in inventory. The Department currently has 11 openings with approximately 8 officers eligible to retire within the next two years. The purchase of 15 Glock 21's will allow the Department to maintain enough inventory (23 – Glock 21's and 5 – Glock 30SF's) to equip the officers hired to fill the vacant positions, prepare for upcoming retirements and maintain a sufficient inventory necessary to replace any damaged or malfunctioning firearms.

City Commission Regular Meeting **10.g.**

Meeting Date: 07/03/2017

Re: Purchase of X2 Tasers, Bid No. 2017-001 Sole Source Fiscal Year 2017

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

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SUBJECT:

Approve the sole source purchase of seventy-five (75) X-2 Taser, from Axon Enterprise, Inc., Scottsdale, AZ, utilizing a five (5) year purchase plan with annual installments in the amount of $36,414.48 , for a total cost not to exceed $182,072.00.

SUMMARY:

The purchase is needed to replace our aging inventory of Tasers. At present we have 118 Taser - Sixty seven (67) of those are the X-26 model and fifty-one (51) are the X-2. Per Taser, the useful life of a Taser is five years, after which there is and increased risk of failure. The Taser Company no longer provide support for our X-26 model due to their age range of 9 to 13 years old. Of our present inventory, we have 46, X-2 Tasers that are under warranty and less than five years old.

Seventy-five (75) X-2 Taser Lease Program includes: 5 year extended warranty, 3 training cartridges per year per unit, unlimited 25' smart cartridges for on-duty, unlimited PPM batteries, and 65 Blackhawk X-2 holsters.

The Lease will also include equipment for our present inventory of Forty-six (46) X-2 Taser. The Lease Program will provide: 3 training cartridges per year per unit, unlimited 25' smart cartridges for on-duty and unlimited PPM batteries.

The Purchasing Department has reviewed this request and found that all information and justification to be correct. It is on this basis that competitive procurement be waived and that the above items be treated as "Sole Source" commodity.

RECOMMENDATION:

For commission to approve this purchase.

ALTERNATIVES:

As directed by the Commission.

RESPONSIBLE STAFF:

Major S. Courtoy
Sergeant J. Braun
Fiscal Manager S. Smith

COORDINATED WITH:

Major S. Courtoy
Sergeant J. Braun
Fiscal Manager S. Smith

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2017
Account: 00130015216410
Amount: $36,414.48
FISCAL IMPACT:
This amount is budgeted in FY 2017.

Attachments

Taser 2017 purchase

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/23/2017 11:38 AM
City Manager	Nick Mimms	06/26/2017 11:44 AM
Form Started By: Stephanie Smith		Started On: 06/15/2017 11:41 AM
Final Approval Date: 06/26/2017		

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

RECEIVED
TIME_____

JUN 13 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

To: Nicholas Mimms, City Manager

From: Diane Hobley-Burney, Chief of Police DHB

Subject: Equipment Need of the Fort Pierce Police Department

Date: June 9, 2017

As a response to the 2017 Fort Pierce Strategic Plan Action Outlines, I am providing an equipment need that is required for the Fort Pierce Police Department to continue to meet our mission.

Proposal: Purchase seventy-five (75) Taser X2 Electronic Control Devices. The Taser can be successfully used to mitigate active physical resistance during officers' encounters.

Justification: The purchase is needed to replace our aging inventory of Tasers. At present we have 118 Taser - Sixty-seven (67) of those are the X-26 model and fifty-one (51) are the X-2. Per Taser, the useful life of a Taser is five years, after which there is an increased risk of failure. The Taser Company no longer provide support for our X-26 model due to their age range of 9 to 13 years old. Of our present inventory, we have 46, X-2 Tasers that are under warranty and less than five years old.

Cost: $182,070 or a 5 year purchase Program at $36,414.48 per year.

Taser's (Axon) T60U offers a purchase program where the total purchase price is spread out over five (5) years. During this time, Taser will provide three training cartridges per year, unlimited duty cartridges, and unlimited batteries for the X-2 Tasers. They will also provide the additional cartridges and batteries to our 51 existing X-2 Tasers, which is advantageous, and a savings.

Comm: Meeting July 3rd

The seventy-five new Tasers would allow the Department to equip all of our officers, detectives, sergeants, and lieutenants

At present, we have funding in our present budget for this purchase. I have included additional information for your review. Please contact me should you have any additional concerns.

OK JL 6/13/17

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

Date: 05-11-2017

VENDOR:
Axon Enterprise, Inc. (Taser)
17800 N 85th St
Scottsdale, AZ 85255

Phone: (800)978-2737
Fax: (480)991-0791

Department/Division
FPPD/SSB

Account Number

Com. Code:

Needed For
Officers / Supervisors

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
05-11-2017		202680			

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
75	each	X-2 Taser (T60U) Program		$432.00	$32,400.00
		Includes 5 year extended warranty			$0.00
		3 training cartridges per year per unit			$0.00
		Unlimited 25' Smart Cartridges (duty)			$0.00
		Unlimited PPM (batteries)			$0.00
		65 BlackHawk X-2 Holsters			$0.00
					$0.00
1	each	Trade In Value		($1,500.00)	($1,500.00)
					$0.00
46	each	UCP Smart Program		$119.88	$5,514.48
		3 training cartridges per year per unit			$0.00
		Unlimited 25' Smart Cartridges (duty)			$0.00
		Unlimited PPM (batteries)			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Subtotal:	$36,414.48
				Shipping:	
				Total:	$36,414.48

REMARKS:
This is a Five (5) year program @ $36414.48 per year.

Sole Source

Georgia Leacox

Requested By: [signature]

Approved By: [signature]

Approved Date: 6/15/2017

If over $500.00 you need three (3) quotes. Attach quotes when submitting.

LLewis032516

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Sole Source Justification

Approval No. _____
By: _____

Vendor Name and Address: Axon Enterprise, Inc. (Taser)
17800 N 85th St
Scottsdale, AZ 85255

Commodity: (General Description): Taser X-2 Electronic Control device

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

Sole Source Justification:

1. ✓ Parts / equipment can only be obtained from original manufacturer – not available through distributors.
2. _____ Only area distributors of the original manufacturer.
3. ✓ Proprietary item / service
4. _____ Parts / equipment not interchangeable with similar parts of another manufacturer (compatibility).
5. _____ This is the only known item / source that will meet the specialized needs of this department or perform the intended function (explain below).
6. _____ Parts / equipment are required from this vendor to standardization (explain below).
7. _____ Other. Explanation is furnished below.

Comments / Explanation:

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchases as a sole source commodity.

Signed: _____
Requistioner

_____
Department Head

_____
Purchasing Department

17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: *IMPORTANT! type agency here* : Fort Pierce Police Department

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons, Axon brand products, and Evidence.com Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons

- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon body cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms

- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control

- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, or Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

AXON

Axon Brand Model Numbers

Axon Product Packages

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

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TASER
Protect Life

17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

February 2012

Over the years TASER International has worked to develop and improve our communication network, to effectively notify our customers of products and product related information. Through these channels, we've recently received inquiries, prompting us to revisit a prior TASER communication regarding the useful life of TASER® handheld electronic control devices (ECDs). While this message was publicized, it is being reiterated through our sales and distributor network.

As you are aware, TASER ECDs are sophisticated electronic devices that are regularly subjected to the harsh environment of law enforcement, security and the military. Taking into account various use factors, plus years of field experience, we've confirmed that the general useful life of a TASER handheld ECD is five years.

When an ECD has reached its five-year useful life, the risk that it may not deploy, that the effectiveness deteriorates, or of sudden electrical failure may increase. Even after the ECD surpasses its five-year useful life, the electrical output is not expected to exceed the manufacturer's specifications. Please understand that an ECD which has reached its five-year useful life period may still be able to function as expected but the above issues may occur at any time.

In alignment with our recommendation, the TASER RMA Department will no longer support a TASER handheld ECD in excess of five years old.

As a reminder, ECDs that have been in the field for several years should be regularly inspected for signs of aging and wear, as well as, continuing the daily recommended spark test. Proper maintenance, per manufacturer's recommendations, is essential for the continued operation of TASER handheld ECDs.

Sincerely,

Tom Beechey
Director – Quality Assurance
TASER International

Cost / Savings

Plan Inputs	
Number of Officers	75
Number of Training Cartridges per officer (Per Year)	3
Number of Duty Cartridges per officer (Per Year)	2
Number of PPM's per officer (Per 5 years)	1

	Purchase Method			
	Normal Purchase	**TASER 60 Unlimited**	***T60 Unlimited After Trade In***	
2017	$ 132,164.42	$ 32,400.00	$ 30,900.00	
2018	$ 14,317.56	$ 32,400.00	$ 30,900.00	
2019	$ 14,818.68	$ 32,400.00	$ 30,900.00	
2020	$ 15,337.33	$ 32,400.00	$ 30,900.00	
2021	$ 15,874.14	$ 32,400.00	$ 30,900.00	
Total	$ 192,512.14	$ 162,000.00	$ *154,500.00*	
5-year Savings		$ 30,512.14	$ *38,012.14*	

Trade In Value of $100 Exp: 6/30/17

Axon Enterprise, Inc.
Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Donald Christman
(772) 461-3820
(772) 468-6867
dchristman@fppd.org

Quotation

Quote: Q-114444-3
Date: 5/10/2017 1:21 PM
Quote Expiration: 6/30/2017
Contract Start Date*: 6/1/2017
Contract Term: 5 years

AX Account Number:
109357

Bill To:
Fort Pierce Police Department - FL
920 S. US 1
Fort Pierce, FL 34950
US

Ship To:
Donald Christman
Fort Pierce Police Department - FL
920 S. US 1
Fort Pierce, FL 34950
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Georgia Leacox	800-978-2737	georgia@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
75	80137	TASER 60 X2 UNLIMITED	USD 0.00	USD 0.00	USD 0.00	USD 0.00
75	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
75	85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	USD 432.00	USD 32,400.00	USD 1,500.00	USD 30,900.00
75	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
75	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
225	22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
46	88135	UCP SMART - YEAR 1 PAYMENT	USD 119.88	USD 5,514.48	USD 0.00	USD 5,514.48
138	22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
92	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Year 1 Total Before Discounts:	USD 37,914.48
					Year 1 Discount:	USD 1,500.00
					Year 1 Net Amount Due:	USD 36,414.48

Spare

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
1	22002	HANDLE, BLACK, CLASS III, X2	USD 1,103.31	USD 1,103.31	USD 1,103.31	USD 0.00
1	80137	TASER 60 X2 UNLIMITED	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 58.38	USD 58.38	USD 58.38	USD 0.00
					Spare Total Before Discounts:	USD 1,161.69
					Spare Discount:	USD 1,161.69
					Spare Net Amount Due:	USD 0.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
75	85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	USD 432.00	USD 32,400.00	USD 1,500.00	USD 30,900.00
46	88136	UCP SMART - YEAR 2 PAYMENT	USD 119.88	USD 5,514.48	USD 0.00	USD 5,514.48
					Year 2 Total Before Discounts:	USD 37,914.48
					Year 2 Discount:	USD 1,500.00
					Year 2 Net Amount Due:	USD 36,414.48

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
75	85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	USD 432.00	USD 32,400.00	USD 1,500.00	USD 30,900.00
46	88137	UCP SMART - YEAR 3 PAYMENT	USD 119.88	USD 5,514.48	USD 0.00	USD 5,514.48
					Year 3 Total Before Discounts:	USD 37,914.48
					Year 3 Discount:	USD 1,500.00
					Year 3 Net Amount Due:	USD 36,414.48

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
75	85703	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	USD 432.00	USD 32,400.00	USD 1,500.00	USD 30,900.00
46	88138	UCP SMART - YEAR 4 PAYMENT	USD 119.88	USD 5,514.48	USD 0.00	USD 5,514.48
					Year 4 Total Before Discounts:	USD 37,914.48
					Year 4 Discount:	USD 1,500.00
					Year 4 Net Amount Due:	USD 36,414.48

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
75	85704	TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	USD 432.00	USD 32,400.00	USD 1,500.00	USD 30,900.00
46	88139	UCP SMART - YEAR 5 PAYMENT	USD 119.88	USD 5,514.48	USD 0.00	USD 5,514.48

Year 5 Total Before Discounts:	USD 37,914.48
Year 5 Discount:	USD 1,500.00
Year 5 Net Amount Due:	USD 36,414.48

Subtotal	USD 182,072.40
Estimated Shipping & Handling Cost	USD 1,820.72
Grand Total	USD 183,893.12

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: http://www.axon.com/legal, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at http://www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-114444-3

Please sign and email to Georgia Leacox at georgia@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

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TASER

Certificate of Destruction

Agency Name:	_____		
Quote/PO Number:	_____		
Product/ Quantity to be destroyed:	**M26:** _____	**X26:** _____	**Other:** _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by: _____

Signature (Digital is acceptable or scan)

_____

Printed name, title

_____

Date

Return the signed form to your sales representative along with your purchase order/quote.

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Taser Status

Count	Manufacture	Model	Serial Number	Status	Location	Comments	
1	Taser	X26	X00-366171	AVAIABLE	ARMORY		
2	Taser	X26	X00-486971	AVAIABLE	ARMORY		
3	Taser	X26	X00-362886	AVAIABLE	ARMORY		
4	Taser	X26	X00-486957	AVAIABLE	ARMORY		
5	Taser	X26	X00-506972	AVAIABLE	ARMORY		
6	Taser	X2	X290034CH	AVAIABLE	ARMORY		
7	Taser	X26	X00-169359	BROKEN	ARMORY	DAMAGED INOPERABLE	1
8	Taser	X26	X00-597994	BROKEN	ARMORY	DAMAGED INOPERABLE	2
9	Taser	X26	X00-414052	BROKEN	ARMORY	DAMAGED INOPERABLE	3
10	Taser	X26	X00-156315	BROKEN	ARMORY	DAMAGED INOPERABLE	4
11	Taser	X26	X00-169500	BROKEN	ARMORY	DAMAGED INOPERABLE	5
12	Taser	X26	X00-156293	BROKEN	ARMORY	DAMAGED INOPERABLE	6
13	Taser	X26	X00-366150	BROKEN	ARMORY	DAMAGED INOPERABLE	7
14	Taser	X26	X00-484339	BROKEN	ARMORY	DAMAGED INOPERABLE	8
15	Taser	X26	X00-156307	BROKEN	ARMORY	DAMAGED INOPERABLE	9
16	Taser	X26	X00-597723	BROKEN	ARMORY	DAMAGED INOPERABLE	10
17	Taser	X26	X00-385112	BROKEN	ARMORY	DAMAGED INOPERABLE	11
18	Taser	X26	X00-153790	BROKEN	ARMORY	DAMAGED INOPERABLE	12
19	Taser	X2	ZZX290C3C	BROKEN	ARMORY	DAMAGED INOPERABLE	13
20	Taser	X2	ZZX290C2N	BROKEN	ARMORY	DAMAGED INOPERABLE	14
21	Taser	X26	X00-224427	ISSUED	ALVAREZ, 8662		
22	Taser	X26	X00-487006	ISSUED	ACEVEDO, 8781		
23	Taser	X26	X00-487015	ISSUED	ADKINS, 8790		
24	Taser	X26	X00-169531	ISSUED	BERGER, 8709		
25	Taser	X26	X00-540573	ISSUED	BLACKSHELL, 8753		
26	Taser	X26	X00-400363	ISSUED	BRAUN, 4978		
27	Taser	X26	X00-386645	ISSUED	COLVIN, 8698		
28	Taser	X26	X00-156340	ISSUED	COOPER, 8547		
29	Taser	X26	X00-345582	ISSUED	COSTA, 8710		
30	Taser	X26	X00-598361	ISSUED	CUTI, 7024		
31	Taser	X26	X00-507788	ISSUED	DAVISCD, 7077		
32	Taser	X26	X00-169522	ISSUED	DENEAU, 8631		
33	Taser	X26	X00-156297	ISSUED	DOVE, 8107		

Taser Status

34	Taser	X26	X00-366072	ISSUED	DREIZEHNTER, 8063	
35	Taser	X26	X00-481905	ISSUED	EASON, 8539	
36	Taser	X26	X00-344950	ISSUED	ECKRODE, 8728	
37	Taser	X26	X00-224309	ISSUED	FASANELLO, 8392	
38	Taser	X26	X00-482903	ISSUED	FRANCOIS, 8711	
39	Taser	X26	X00-486928	ISSUED	GARCIA, 7091	
40	Taser	X26	X00-047684	ISSUED	GLENN-REED, 4615	
41	Taser	X26	X00-638835	ISSUED	GRAZIANO, 8745	
42	Taser	X26	X00-722150	ISSUED	IMPROTA, 8682	
43	Taser	X26	X00-407229	ISSUED	INCORVAIA, 8697	
44	Taser	X26	X00-720878	ISSUED	KLECKLEY, 8641	
45	Taser	X26	X00-156285	ISSUED	LALIMA, 8661	
46	Taser	X26	X00-507653	ISSUED	LAWRENCE, 8788	
47	Taser	X26	X00-383976	ISSUED	LOUIS, 8683	
48	Taser	X26	X00-365950	ISSUED	LOVE, 8787	
49	Taser	X26	X00-415751	ISSUED	MALDONADO, 8370	
50	Taser	X26	X00-486996	ISSUED	MATHURA, 8688	
51	Taser	X26	X00-224473	ISSUED	MCWILLIAMS, 8674	
52	Taser	X26	X00-484964	ISSUED	MOHAMED, 8659	
53	Taser	X26	X00-156290	ISSUED	MOJICA, 8746	
54	Taser	X26	X00-415770	ISSUED	PALACIO, 8486	
55	Taser	X26	X00-345113	ISSUED	PATRIANI, 8727	
56	Taser	X26	X00-046215	ISSUED	PAULVIL, 8726	
57	Taser	X26	X00-156323	ISSUED	QUILES, 8671	
58	Taser	X26	X00-366039	ISSUED	QUINTAO, 8366	
59	Taser	X26	X00-720863	ISSUED	RENE, 8642	
60	Taser	X26	X00-415765	ISSUED	RIDLE, 4916	
61	Taser	X26	X00-597703	ISSUED	SCHROEDER, 8793	
62	Taser	X26	X00-507746	ISSUED	SMITH, 8703	
63	Taser	X26	X00-486963	ISSUED	SPOTTS, 8188	
64	Taser	X26	X00-597954	ISSUED	STETTIN, 8789	
65	Taser	X26	X00-540482	ISSUED	STOTLER, 8724	
66	Taser	X26	X00-366154	ISSUED	STREETER, 8113	
67	Taser	X26	X00-720876	ISSUED	TROUTMAN, 8689	

Taser Status

68	Taser	X26	X00-151981	ISSUED	VELEZ, 8780	
69	Taser	X26	X00-362069	ISSUED	WARNER, 4928	
70	Taser	X26	X00-169664	ISSUED	WILLSON, 8747	
71	Taser	X2	X290026TK	ISSUED	AGUILA, 4941	
72	Taser	X2	X29005NMW	ISSUED	ANTON, 8681	
73	Taser	X2	X290024AR	ISSUED	AVILLA, 7061	
74	Taser	X2	X29000W3T	ISSUED	CHRISTMAN, 4807	
75	Taser	X2	X29005NNP	ISSUED	COLEMAN, 7045	
76	Taser	X2	X2900	ISSUED	COMBE, 8633	BAD SERAIL NUMBER
77	Taser	X2	X29000W3A	ISSUED	CUNZO, 8476	
78	Taser	X2	ZZX290C1R	ISSUED	DAVISCH, 4859	
79	Taser	X2	ZZX290AYY	ISSUED	DAVISCM, 4999	
80	Taser	X2	X29000W2P	ISSUED	DAVISKC, 8696	
81	Taser	X2	ZZX290020	ISSUED	DINI, 8518	
82	Taser	X2	X290026M9	ISSUED	DOCK	
83	Taser	X2	X2900422D	ISSUED	DONNON, 8075	
84	Taser	X2	X290040DE	ISSUED	ENGLAND, 4757	
85	Taser	X2	X29003RV1	ISSUED	FFELIU, 8768	
86	Taser	X2	X290041X4	ISSUED	FRAZIER, 8632	
87	Taser	X2	X2900320W	ISSUED	GAGLIANO, 7010	
88	Taser	X2	X290041X3	ISSUED	GILLETTE, 8080	
89	Taser	X2	X290026P0	ISSUED	GOZ, 8625	
90	Taser	X2	X290026HA	ISSUED	GRECCO, 8100	
91	Taser	X2	X29005PK5	ISSUED	GRIFFITH, 4837	
92	Taser	X2	ZZX290AY7	ISSUED	GUADAGNO, 4925	
93	Taser	X2	X2900340H	ISSUED	GULLETT, 8600	
94	Taser	X2	X2900664T	ISSUED	IPPOLITO, 8647	
95	Taser	X2	X290024C9	ISSUED	JONESC, 8748	
96	Taser	X2	X290026H0	ISSUED	LINDSTADT, 8499	
97	Taser	X2	X29001A1H	ISSUED	LOPEZ, 8639	
98	Taser	X2	X29000W31	ISSUED	MACCARTHY, 8640	
99	Taser	X2	X2900261C	ISSUED	MASSIE, 8353	
100	Taser	X2	X29005R45	ISSUED	MCDERMOTT, 8051	
101	Taser	X2	X29005PPW	ISSUED	MCNEAL, 8670	

Taser Status

102	Taser	X2	X290019YT	ISSUED	MONTGOMERYG, 4919	
103	Taser	X2	X29003RH7	ISSUED	NIEVES, 4810	
104	Taser	X2	X29001A0N	ISSUED	ORTIZ, 7090	
105	Taser	X2	X29000W0H	ISSUED	RAHN, 8303	
106	Taser	X2	X290041W8	ISSUED	SAINTILIEN, 8391	
107	Taser	X2	X290026AE	ISSUED	SARMIENTO, 8099	
108	Taser	X2	X290019YV	ISSUED	SCHRAMM, 4813	
109	Taser	X2	X29003RTX	ISSUED	SENA, 8636	
110	Taser	X2	X29003PE1	ISSUED	SMITH, 4758	
111	Taser	X2	X29003RH9	ISSUED	SOBON, 8371	
112	Taser	X2	X29000W54	ISSUED	STOKES, 8652	
113	Taser	X2	X29003T46	ISSUED	TRINIDAD, 8540	
114	Taser	X2	X29001A10	ISSUED	TUMBLIN, 8619	
115	Taser	X2	X290041X6	ISSUED	WACHENDORFER, 8651	
116	Taser	X2	X2900298R	ISSUED	WARDJ, 8759	
117	Taser	X2	X29000W2T	ISSUED	WOODRUFF, 8278	
118	Taser	X2	X29005R4Y	ISSUED	ZAMORA, 8695	

Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

These TASER 60 Unlimited Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under TASER 60 Unlimited. TASER 60 Unlimited provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. The initial delivery, and each year thereafter, will also include 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing TASER 60 Unlimited for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **Term**. The term start date is based upon the initial shipment date of the hardware covered under TASER 60 Unlimited (**Start Date**). The TASER 60 Unlimited term will end 5 years after the Start Date (**Term**).

2. **TASER 60 Unlimited Requirements**. In order to make a purchase under TASER 60 Unlimited, the Agency must purchase the TASER 60 Unlimited plan for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a Conducted Electrical Weapon (**CEW**) in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the TASER 60 Unlimited Program. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty, which will be provided by Axon at no charge. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.

3. **Payment Terms**. Axon invoices for the TASER 60 Unlimited plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

   Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.

4. **Taxes**. Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5. **Shipping; Title; Risk of Loss; Rejection**. Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.

6. **Returns**. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7. **Hardware Limited Warranty**. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon

agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

8. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

   To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support .

   A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

10. **TASER 60 Unlimited Warranty Coverage**. TASER 60 Unlimited includes extended warranty coverage for the TASER CEW handle and as described in the Hardware Limited Warranty. TASER 60 Unlimited warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 Unlimited during the Term. The Agency may not have both an optional extended warranty and TASER 60 Unlimited on the TASER CEW product.

11. **Spare Product**. For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the termination of this Agreement for any reason the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

12. **Product Warnings.** See our website at www.axon.com for the most current product warnings.

13. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.

14. **TASER 60 Unlimited Termination.** If an invoice for TASER 60 Unlimited is more than 30 days past due, then Axon may terminate TASER 60 Unlimited. Axon will provide notification that TASER 60 Unlimited coverage is terminated. Once TASER 60 Unlimited coverage is terminated for any reason, then:

    14.1. TASER 60 Unlimited coverage will terminate as of the date of termination and no refunds will be given.
    14.2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Unlimited Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
    14.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.

15. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

16. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

17. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

18. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.

19. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

20. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

21. **Entire Agreement.** This Agreement, the TASER Assurance Plan Appendix (if applicable), and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc. **Agency**

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 Unlimited plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

1 **TAP Term**. TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

2 **TAP Upgrade Models**. For CEW Upgrade Models Axon will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multibay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the original products to Axon or Axon will deactivate the serial numbers for the products received. The Agency may buy a new TAP for any Upgraded Model.

3 **TAP Termination**. If an invoice for TAP is more than 30 days past due then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

3.2. Axon will not and has no obligation to provide the free Upgrade Models.

3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

3.4. If the Agency received a credit towards the first TAP or TASER 60 payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a $100 cancellation fee for each covered Product.

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City Commission Regular Meeting **10.h.**

Meeting Date: 07/03/2017

Re: Increase to Verizon Blanket Purchase Order170529

Submitted For: Steve Courtoy, Major, Police Department

SUBJECT:

Approve an increase of the current Verizon Blanket Purchase Order 170529 by $55,476.00 for an added Mifi Router account

SUMMARY:

A second Mifi Router account was added 1/11/2017 to complete the operation of the Pole Camera project. The increase will cover the base rate and overages through the end of the fiscal year.

RECOMMENDATION:

The Commission approve the request.

ALTERNATIVES:

At the will of the Commission.

RESPONSIBLE STAFF:

Lu-Ann Lewis, Lt. William Hall, Major Steve Courtoy

COORDINATED WITH:

Lu-Ann Lewis, Lt. William Hall, Major Steve Courtoy

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 001.3002.521.4110

Amount: 55476.00

FISCAL IMPACT:

This amount is budgeted in FY2017.

Attachments

Agenda Request 5088 Attachments

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	06/23/2017 11:37 AM
City Manager	Nick Mimms	06/26/2017 11:44 AM

Form Started By: Luann Lewis Started On: 06/15/2017 01:28 PM
Final Approval Date: 06/26/2017

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 6/13/2017

VENDOR:
Verizon Wireless
P O Box 660108
Dallas, Tx 75266-0108

Rosemarie Hylton (561-214-2026)

rosemarie.hylton@verizonwireless.com

Department/Division
SSB
Account Number
Com. Code:
Needed For
Machine to Machine/ CSU Cameras

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
		222445			170529

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1	ea	Machine to Machine Profile Acct		$ 55,475.91	$ 55,475.91
		Routers/Modems for CSU Pole Cameras			$ -
		Currently 20GB Shared			$ -
		Account opened 1/11/2017 with 13 Routers			$ -
		Increased to 34 by April 2017			$ -
		Resulting in overages of $25,686.82, plus			$ -
		regular monthly charges from Jan through Sept			$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				Subtotal:	$ 55,475.91
				Shipping:	
				Total:	$ 55,475.91

REMARKS:
Visa Pay Vendor/Verizon State of Florida Contract
Machine to Machine Profile Acct opened 1/11/2017 for use with CSU Pole Cameras/Machines communicate with each other for recording and viewing

Requested By: [signature] 6/15/17

Approved By: A/Chief K. Wom[illegible]

Approved Date: 6/15/17

LLewis 01/24/2017 Doc # 00147

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

CONTRACT NO.: DMS-10/11-008C

Contract 1.0 MOBILE COMMUNICATION SERVICES AGREEMENT

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MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097("Service Provider").

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate #10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, the ITN process resulted in Verizon Wireless receiving a pricing score of 46, a technical score of 45.6, and a total score of 91.6, AT&T Mobility receiving a pricing score of 23, a technical score of 40.2 and a total score of 63.2, and Sprint receiving a pricing score of 21, a technical score of 39, and a total score of 60; and

WHEREAS, although Verizon Wireless received the highest score of the responsive vendors, was the highest ranked service provider, the Department believes it is in the best interest of the State to include AT&T Mobility and Sprint as authorized service providers to ensure perpetual competition, and to permit agencies to choose the service provider that provides the best value to the State.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

Contract 1.0 - DEFINITIONS

1.01 **Business Day:** Means Monday through Friday, excluding State-observed holidays.

1.02 **Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.03 **Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.04 **End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.

1.05 **Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.06 **Internaional Dialing:** Means a call to or from an End User's handset that originates or terminates outside the United States and Canada.

1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.

1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.11 **State:** Means the State of Florida.

1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 **Initial Term**

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 **Renewal Term**

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 **Termination By the Department for Convenience**

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 **Termination By Service Provider for Unforeseen Circumstances**

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.05 Termination for Cause

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate under Florida law.

2.06 Termination for Non-Appropriation

The state of Florida's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature. Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder.

2.07 Transition and Transition Services

Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

2.08 Contract Documents

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

A. Any Amendments to the Contract.

B. Contract and Exhibits 1 - 8.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

3.02 Reports

The Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5.**

The reports referenced in **Exhibit 1, Exhibit 2,** and **Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties.

3.03 Customer Care Services

Service Provider's technical support resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a technical support desk as set forth in Section 6.03 below.

3.04 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider has no obligations to the End Users or SUNCOM Clients for the resolution of billing and account issues relating to the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

3.05 Right to Deactivation of Unused Accounts

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

3.06 Discounts

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients, employees and retirees. Other terms and conditions of this Agreement do not apply to **Exhibit 7.**

Contract 4.0- PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto.

4.02 Rate Increases

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, Service Provider shall not enable International Dialing ("IDIAL") on End Users handsets. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates, including toll charges. See definition for "International Dialing."

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or within one second after the End User presses the "END" key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time.

4.05 Metering of Data Usage

Service Provider monitors all data sent to and from the device which can include, Header, Payload, ICMP and retransmitted packets. Billable data is determined by data mediation which accounts for the specifics of the End Users rate plan. Data can be billed in kbps, mbps and Gbps depending on the End User specific rate plan. Billing will round up to the next kbps, mbps or Gbps specific to the End User rate plan. Branded/Package/Premium services may include unlimited usage for specific data use in which byte counts for the allowed unlimited data would be removed from the total byte count during data mediation.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account's utilization cost exceeds the Minimum Monthly Fee's amount.

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

5.02 Network Compatibility

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

orders be placed through a designated account executive or toll-free number).

(v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.

(vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

(vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.03 Equipment Lists and Catalogs

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

5.04 Reports of End User Equipment

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

6.02 Weekly Conference Calls

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

6.03 Helpdesk

To address issues relating to the Service or this Agreement that are beyond the expertise of Service Provider's standard customer care resources, Service Provider shall provide a centralized trouble reporting and maintenance system ("HelpDesk) for use by the Department and SUNCOM Clients.

6.04 Escalation Requirements

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

6.05 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6.0 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

A. Contract Administrator

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 380.9z
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

B. Contract Manager

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162
E-mail: jonathan.rakestraw@dms.myflorida.com

C. SUNCOM Product Manager

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 125J
Tallahassee, Florida 32399-0950
Telephone: (850) 413-0319
E-mail: raghib.qureshi@dms.myflorida.com

Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2** (Business Operations) attached to this Agreement.

7.02 Payment of Charges

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT'S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

7.04 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees' wages.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation**, Section 5.07.7, attached to this Agreement and to pursuant to Section 215.422, Florida Statutes and Rule 60FF-2 Florida Administrative code.

7.06 Proration of Charges

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

7.07 Charges Resulting from Lost or Stolen Devices

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

7.08 Right of Offset

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

8.04 No Rights to Service Provider's Facilities or Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

8.05 Notice to End Users and SUNCOM Clients

The parties will cooperate in advising each End User and SUNCOM Client of the following:

(i) The availability of the Service is not assured at all times or places;
(ii) The privacy of the Service is not assured at all times or places;
(iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
(iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

8.06 Protection of Service Provider Marks

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

8.07 Customer Choice

Pursuant to chapter 287, Florida Statutes, the Department engaged in a lengthy competitive bidding process to determine which solution offered the best value to the State of Florida. At the conclusion of the competitive bidding process, Verizon Wireless received the highest ranking on both the price and technical components of the ITN. See **Exhibit 8**. Pursuant to this Agreement, agencies are permitted to choose between the three vendors on the Agreement when making mobile communication purchases. However, agencies should follow their best practices in making the purchase decision, incorporating objective factors that include, but are not limited to, price, quality, design and workmanship.

8.08 Monitoring of Discretionary User Utilization

The Department shall monitor, on a quarterly basis, cumulative utilization of all the agreements resulting from the ITN by all users other than State Agencies (generally referred to as Discretionary Users). Service Provider shall make a good faith effort to promote the services as prescribed in the ITN. However, if utilization of all the agreements resulting from the ITN by Discretionary Users decreases by 10% or more cumulatively as verified by a joint study, the Department shall consider revising this Agreement to prevent the loss of Discretionary Users.

Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

9.02 Planned Outages

The Service Provider, over the wireless network, shall send a popup, text message, or other type communication which informs the end customer of the anticipated outage including date, time, and duration.

9.03 Unforeseen Outages

A notification mechanism shall send a notification to the Department communicating the wireless services may not be available in a generalized area with an estimated time for service restoration.

9.04 Department Test Accounts

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

9.05 SUNCOM Client Testing and Evaluation

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment, including airtime, for the purposes of testing and evaluation at no additional cost.

9.06 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

9.07 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

9.08 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the

person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.09 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

10.02 Minimize Abuse

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

10.03 Suspected Abuse or Fraudulent

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

10.05 Damages Resulting From Any Unauthorized Use

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

10.06 Interrupt or Terminate Service

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

Contract 11.0 - NO WARRANTIES

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE RELATING WHATSOEVER TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE

GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO $1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.10 (COMPLIANCE WITH LAWS) OR 15.11 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 Indemnification

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

13.02 Conditions to Indemnification

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

Any dispute concerning performance of the Agreement, except for billing disputes, shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

Contract 15.0 – MISCELLANEOUS

15.01 Scrutinized Companies Lists

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

15.02 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

15.03 Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

15.04 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15.05 Contractual Obligations

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

15.06 No Subcontracting

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

15.07 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

(a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

If to Service Provider:

Verizon Wireless
Attention: Legal and External Affairs Department
One Verizon Way, VC52S401
Basking Ridge, NJ 07920-1097

with a copy to:
Verizon Wireless
Attention: Area General Counsel
One Verizon Place
Alpharetta, GA 30004

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

15.08 Force Majeure

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

15.09 Ethical Responsibilities

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

15.10 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes

15.11 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence, or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

In recognition of the lead time required to apply for E-Rate funding, existing E-Rate clients shall be entitled to continue utilizing the previous agreements as incorporated into this Agreement as **Exhibit 6**, currently in effect between the State of Florida and Service Provider until the end of the 2012-2013 E-Rate funding year, in the event the parties mutually agree that E-Rate funding is determined by the parties to be in jeopardy.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of **Exhibit 2 – Business Process and Operation.**

15.12 Advertising

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.13 Assignment

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to the consent requirements hereof.

15.14 Employees, Subcontractors, and Agents

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. As required by law, the State may conduct, and Service Provider shall not impede, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

15.15 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.16 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.17 Warranty of Ability to Perform

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

15.18 Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

15.19 *FHP and Associated or Similar Number

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial *FHP and other associated or similar numbers at no additional charge.

15.20 **Successors and Assigns**
This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.21 **Execution in Counterparts**
The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.22 **Severability**
If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

January 20, 2012
Date

Approved as to form and legality by the Department's Office of the General Counsel

1-20-2012
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS

Todd Lucciano, Executive Director
Enterprise & Government

Date

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STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Approved as to form and legality by the Department's Office of the General Counsel

John P. Miles, Secretary

Date

Date

VERIZON WIRESLESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS

Todd Loccisano, Executive Director
Enterprise & Government

20-JAN-2012

Date

PURCHASE REQUISITION NBR: 1700000063

REQUISITION BY: MJR COURTOY/ CHIEF HOBLEY

STATUS: DEPARTMENTAL APPROVAL
REASON: BLANKET PO - ~~VERIZON WIRELESS~~

DATE: 10/24/16

SHIP TO LOCATION: POLICE DEPT.

SUGGESTED VENDOR: 222445 VERIZON WIRELESS

DELIVER BY DATE: 9/30/17

	BLANKET PO / DEPT CELL PHONE/AIRCARDS/VISA PAY				
1	~~SOF CONTRACT: RAVINES, MIFI'S SAMSUNG GALAXY~~ S	77000.00	EA	1.0000	77000.00
	EFFECTIVE DATE: 10/1/16				
	EXPIRATION DATE: 9/30/17				
	AMOUNT: $77,000.00				
	~~COMMISSION APPROVED 10/3/16~~				
	COMMODITY: RADIO AND TELECOMMUNICATN				
	SUBCOMMOD: CELLULAR PHONE				

REQUISITION TOTAL: 77000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00130025214110	COMMUNICATIONS & FREIGHT COMMUNICATIONS		100.00	77000.00
					77000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
SSB = Mjr Courtoy / AIRCARDS
DEPT CELL PHONES AND MIFI'S
ACCOUNT# 722664448 (SOF) EXPIRES 1/2017
ST OF FL CONTRACT VERIZONDMS 1011-008C EXP 1/18/17
WITH THE OPTION OF (5) ONE YEAR EXTENSIONS WHICH
EXPIRES 2022 (1ST YEAR EXTENSION)
31 RAVINE PHONES, 104 MIFI'S (INCLUDES 1 IPAD)
26 SAMSUNG GALAXY PHONES
COMMISSION APPROVED ON 10/3/16
CONTACT: ROSEMARIE HYLTON 561-214-2026
ROSEMARIE.HYLTON@VERIZONWIRELESS.COM

Effective Date!
Exp Date!
Not to Exceed!

verizonwireless

Price Plans

CODES	DESCRIPTION	ACCESS	GUIDELINES & OPTIONAL PLAN FEATURES
Nationwide Per Minute			
86680	$.049 Per Minute Nationwide Voice Plan-Includes 200 M2M and 200 N&W	$0.00	N/A on feature codes 77294, 77295, and 79740, 79407, and 72409. Must use 79789, 79790, 79791, 79780, or 79781. Please see smartphone feature codes below
80245	200 Text/Pix/Flix Messages-Optional on price plan 86680 only	$0.00	
86678	Unlimited Push to Talk w/ Unlimited Mobile 2 Mobile .049 per min rate	$10.00	Basic: (3G) 73749 - $0 Push To Talk Enterprise & 73814 General IP Address (required) PTT Plus-$0 (auto attaches-81814)
Smartphone Standalone Nationwide Per Minute			
93445	Unlimited Nationwide Blackberry/ Smartphone Data / Unlimited Domestic Text,Pix, Flix Messaging, Unlimited Mobile 2 Mobile, & Nights/Weekends ($.052 Per Minute Nationwide Voice Plan)/Mobile Hotspot-5GB	$35.99	Mobile Hotspot (5 GB auto attached) - 76404 (4G) and 76405 (3G) and 79048 Optional-PTT Plus-$5 (80598 for all smartphones, 80590 for Kyocera Brigadier)
Smartphone All Inclusive Nationwide Price Plan			
86769 (4G) 86768 (3G)	Unlimited Nationwide Calling w/ Unlimited Domestic Text/Pix/Flix Messaging; Email and Data, 5GB of data hotspot/Tethering	$51.00	3G Smartphone- $0 Hotspot-79441 (auto attached built into price plan) 4G Smartphone -$0 Hotspot- 76065 (auto attached built into the price plan) Optional-PTT Plus-$5 (80598 for all smartphones, 80590 for Kyocera Brigadier)
Florida Local			
86192	Florida Local 250 Anytime Min ($.041 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends & $.103 per min domestic roaming	$20.60	Basic (3G): 73749 - $0 Push To Talk Enterprise & 73814 General IP Address PTT Plus-$0 (auto attaches-81814)
86193	Florida Local 600 Anytime Min ($.041 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends & $.103 per min domestic roaming	$30.90	Basic (3G): 73749 - $0 Push To Talk Enterprise & 73814 General IP Address PTT Plus-$0 (auto attaches-81814)
86194	Unlimited Florida Calling w/ Unlimited Push To Talk & $.103 Per Minute Domestic Roam	$41.20	Basic (3G): 73749 - $0 Push To Talk Enterprise & 73814 General IP Address PTT Plus-$0 (auto attaches-81814)
Nationwide			
86195	Nationwide 250 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	$25.75	Basic (3G): 73749 - $0 Push To Talk Enterprise & 73814 General IP Address PTT Plus-$0 (auto attaches-81814)
86196	Nationwide 600 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	$36.05	Basic (3G): 73749 - $0 Push To Talk Enterprise & 73814 General IP Address PTT Plus-$0 (auto attaches-81814)
86197	Unlimited Nationwide Calling w/ Unlimited Push 2 Talk	$51.50	Basic (3G): 73749 - $0 Push To Talk Enterprise & 73814 General IP Address PTT Plus-$0 (auto attaches-81814)

Features

Smartphone Data Features			
77294	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text/Pix/Flix Messaging	$15.45	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79789	500 MB Data allowance ($.00849 per MB overage rate)	$15.45	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
77295	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	$20.60	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79790	1000 MB Data allowance ($.00849 per MB overage rate)	$20.60	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79740	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	$23.69	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79791	2000 MB Data allowance ($.00849 per MB overage rate)	$23.69	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79407 (4G) 79409 (3G)	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	$32.96	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79781 (4G) 79780 (3G)	Unlimited MBB Data Plan	$32.96	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
Messaging Features			
77847	$0.02 Per SMS messaging rate	$0.00	
77848	$0.05 Per MMS messaging rate	$0.00	
77328	300 SMS/MMS Messages (.05 Per Message overage rate)	$2.00	
77341	500 SMS/MMS Messages (.05 Per Message overage rate)	$3.00	
77329	Unlimited SMS/MMS Messages	$7.00	
76404 (4G) 76405 (3G)	Mobile Broadband Connect	$0.00	
73572	Block Messaging code-Works with price plans that have Unl Txt Package-86770, 86768, 86769	$0.00	
Aircard/Tablet Data Packages			
86226	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text	$20.60	
86227	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	$25.75	
86228	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	$30.90	
86229	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	$36.05	$0 Text Messaging code 47309 is avl to add if needed
90237	5GB Public Sector Mobile Broadband Share Plan	$34.99	$0.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90240	10GB Public Sector Mobile Broadband Share Plan	$59.99	$0.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90241	20GB Public Sector Mobile Broadband Share Plan	$99.99	$0.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
Machine to Machine			
87640	1 MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$5.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87641	5 MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$7.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87642	25 MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$10.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87643	50 MB Machine to Machine Share ($1.00per MB overage rate) Tier 1	$15.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87644	150MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	$18.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87645	250MB Machine to Machine Share ($.02 per MB overage rate) Tier 2	$20.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87646	1GB Machine to Machine Share ($.02 per MB overage rate) Tier 2	$25.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87647	5GB Machine to Machine Share ($.02 per MB overage rate) Tier 2	$50.00	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87648	10GB Machine to Machine Share ($.02 per MB overage rate) Tier 2	$80.00	**Do not offer for note books, tablets, ipads, etc. Must be CPE certified device or Jetpack/MIFI at MTM pricing in Equip Guide
86693	$.099 Per MB data rate for Machine to Machine or Customer provided equipment	$0.00	
90231	5GB Public Sector M2M Share Plans	$34.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.

90234	10GB Public Sector M2M Share Plans	$59.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
86847 (3G)	25MB Machine to Machine 3G Backup Router Plan 25MB $10/GB $10	$10.00	Overage rate is $10 per GB
86848 (4G)	25MB Machine to Machine 4G Backup Router Plan 25MB $10/GB $10	$10.00	Overage rate is $10 per GB
90235	20GB Public Sector M2M Share Plans	$99.99	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
Global Data Features			
77653	Global Email Unlimited (only avl with price plan 86680)	$64.99	20% discount will auto attach making it $51.99
79643 (3G)	Global Email Feature-100 MB	$23.00	$25.00 per each additional 100 MB used, $0.02 per KB ($20.48/MB), Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally
79644 (4G)	Global Email Feature-100 MB	$23.00	$25.00 per each additional 100 MB used, $0.02 per KB ($20.48/MB), Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally

***If you are on 86770 $36.05 plan, or 86768 or 86769 $51.00 plan with unl Text, Pix, Flix, you can block text with code 73572. If you remove block later, add code 73502 to re-add unlimited MMS.

City Commission Regular Meeting **10.i.**

Meeting Date: 07/03/2017

Re: 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) - Laptop Purchase, Piggyback U.S. Communities Contract #43211500-WSCA-15-ACS

Submitted For: Kenny Norris, Deputy Chief, Police Department

SUBJECT:

Approval to purchase nine (9) DELL Rugged Laptop computers at a cost of $1,659.78 each, piggyback U.S. Communities Contract No. 43211500-WSCA-15-ACS, from Dell Computers, Round Rock, TX, for a total not to exceed $15,000.00.

SUMMARY:

The Police Department requests approval to purchase nine (9) Dell Rugged laptop computers. The departments upgrades and enhancements in the areas or surveillance and in-car video require its officers to have upgraded laptop's that are compatible with the recently deployed technology. The purchase of these laptops will help the department take steps towards providing more officers with the type of laptops they will now need to execute their jobs efficiently.

The FPPD has requested and been approved to purchase 30 laptops in total. This request represents the purchase of the first 9 laptops from funds provided by the Edward Byrne Memorial Justice Assistance Grant (JAG). The remainder will be purchased after additional grant funding become available.

The Purchase Department has reviewed this request and found that all information and justification to be correct. It is on basis to recommend that competitive procurement be waived and that the above item be treated as a "Piggyback" commodity.

RECOMMENDATION:

The Police Department recommends approval of this request.

ALTERNATIVES:

The Police Department proceeds based upon alternative instructions given by the Commission.

RESPONSIBLE STAFF:

Deputy Chief Kenny Norris

COORDINATED WITH:

Kenny Norris, Deputy Chief and Anthony Maynard, Grant Coordinator

---

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

Account: 10130055216410

Amount: 15,000.00

FISCAL IMPACT:

This request represents an approved purchase with grant funds, and does not require a match.

Attachments

Dell Laptops

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/26/2017 04:05 PM
City Manager	Nick Mimms	06/26/2017 05:16 PM
Form Started By: Anthony Maynard		Started On: 06/21/2017 09:50 AM
Final Approval Date: 06/26/2017		

REQUEST FOR PURCHASE
FORT PIERCE POLICE DEPARTMENT

DATE: 6/21/2017

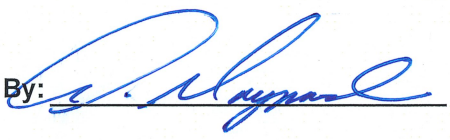
VENDOR:		**Department/Division**
DELL Computers		SOB/Tech Services
One Dell Way Mail Stop 8129 Round Rock TX 78682	**Project Code** **BM2016**	**Account Number** **101.3005.521.6410** **Com. Code:**
		Needed For Replacement Laptops

DATE	DEL DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
06/21/17					

QUANTITY	UNIT	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
9	Each	DELL 14 Rugged 5414		$1,659.78	$14,938.02
		INTEL® CORE™ I5-6300U (DUAL CORE)			
		2.4GHZ, 3M CACHE) Win 10			
		Quote# 300012861173.2 (9 of 30)			
		Contract Code: WN08AGW			
		Customer Agreement No: 43211500-wsca-15-acs			
				Total	$14,938.02

REMARKS:

*** Vendor ID - DELL/US Communities 43211500-WSCA-15-ACS**
*** GRANT PURCHASE - Grant Title: JAG - Local 2016**
*** Grant # 2015-DJ-BX-0743 / Project Code - BM2016**

Requested By: 

Contact Information:
Anthony Maynard, Grant Coordinator
772.467.6812
772.467.2005
amaynard@fppd.org

Approved By: _____

Approved Date: _____

ss/Copy of PO ExcelMicro17
revised 01/21/00

If over $500.00 you need three (3) quotes.
Attach quotes when submitting.

Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Charlene Vela
Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
LAURIE AGUILA	(772) 467-6800	Standard Ground	920 S US HWY 1 FORT PIERCE FL 34950-5175 US

SKU	Description	Qty	Unit Price	Subtotal
	Latitude 14 Rugged 5414	30	$1,659.78	$49,793.40
	Estimated Delivery Date: May 8 - May 16, 2017			
	Contract Code: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-AJRP	Latitude 5414, XCTO	30	-	-
338-BJIO	Intel Core i5-6300U Processor, Security, (Dual Core, 3M Cache, 2.40 GHz)	30	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	30	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	30	-	-
631-AAZE	No Out-of-Band Systems Management	30	-	-
370-ACDD	8GB (1x8GB) 2133MHz DDR4 Memory	30	-	-
400-ANBI	256GB Solid State Drive	30	-	-
340-AJPV	TPM Enabled	30	-	-
490-BDCP	Intel Integrated HD Graphics 520	30	-	-
391-BCRT	14.0" HD (1366x768)Non-Touch,with Camera with Privacy Shutter and Microphone	30	-	-
580-AFDC	Sealed Internal Non-Backlit Keyboard	30	-	-
570-AADK	No Mouse	30	-	-
555-BCZH	Intel Dual-Band Wireless-AC 8260 Driver	30	-	-
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	30	-	-

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362-BBBB	No Wireless WAN Card	30	-	-
451-BBWF	6-cell (65Wh) Lithium Ion Battery With ExpressCharge	30	-	-
492-BBEM	65W AC Adapter, 3-pin	30	-	-
634-BENZ	No DDP ESS Software	30	-	-
954-3465	No DDPE Encryption Software	30	-	-
817-BBBB	No FGA	30	-	-
450-AAEJ	US Power Cord	30	-	-
325-BBZJ	Optical Drive Airbay	30	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	30	-	-
340-BICE	Quick Setup Guide (English)	30	-	-
332-1286	US Order	30	-	-
387-BBFE	Energy Star	30	-	-
389-BDCE	No UPC Label	30	-	-
620-AAOH	No Media	30	-	-
340-ACQQ	No Option Included	30	-	-
340-AFRW	ODM Info	30	-	-
340-BIRL	Shipping Material for Latitude 14 Rugged (5414)	30	-	-
575-BBCH	No Stand included	30	-	-
389-BKKW	Regulatory label	30	-	-
389-BJTJ	Intel Core i5 Processor Label	30	-	-
800-BBGF	BTO Standard shipment Air	30	-	-
340-ADFZ	Dell Power Manager	30	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	30	-	-
525-BBCL	SupportAssist	30	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	30	-	-
640-BBQK	System Driver, Dell Rugged Latitude 5414	30	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	30	-	-
658-BBNF	Waves Maxx Audio Royalty	30	-	-
658-BCUV	Dell Developed Recovery Environment	30	-	-
460-BBEX	No Carrying Case	30	-	-
540-BBLW	No PCMCIA Card or ExpressCard Reader	30	-	-
590-TEVW	Docking connector for Rugged Docking Station only	30	-	-
429-AAGQ	PowerDVD Software not included	30	-	-
590-TEVT	No Additional Serial Ports	30	-	-
658-BDGG	Dedicated u-blox NEO-M8 GPS Card	30	-	-
389-BKNC	Regulatory Label for Non Rubber Keyboard with WLAN	30	-	-
808-6805	Dell Limited Hardware Warranty Initial Year	30	-	-
808-6806	Mail In Service after Remote Diagnosis, 3 Years	30	-	-

Subtotal:	$49,793.40
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$49,793.40**

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Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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City Commission Regular Meeting **10.j.**

Meeting Date: 07/03/2017

Re: SubLease of Club Utilitas Property

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve request of Circle of Life Educational Center, Inc., DBA Club Utilitas, to allow them to sub-lease the building located at 1002 Avenue L to Green Shoots Academy, for the purpose of operating a child care, preschool and VPK. City Commission approval is required under the terms of their lease with the City of Fort Pierce.

SUMMARY:

The City of Fort Pierce leased property located at 1002 Avenue L to Club Utilitas, Inc. via leased dated October 20, 1986. Under the terms of the lease in Section 6, any sublease is required to be approved by the City Commission.

RECOMMENDATION:

Approve the request to sublease the facility to Family First Services, DBA Green Shoots Academy.

ALTERNATIVES:

Do not approve the request.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Nicholas Mimms, City Manager
James Messer, City Attorney

Fiscal Impact

OTHER INFORMATION:

No fiscal impact to the City.

Attachments

City Attorney Memo
Request for Approval
Lease between City and Club Utilitas
Sublease with Green Shoots

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 11:43 AM

Form Started By: Linda Cox Started On: 06/15/2017 03:44 PM

Final Approval Date: 06/26/2017

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: NICHOLAS MIMMS, CITY MANAGER

THROUGH: James Messer, Esq., City Attorney

FROM: Iola T Mosley, Esq., Assistant City Attorney

RE: Sublease of 1002 Avenue L

DATE: June 21, 2017

This Memo Responds to the Request for Legal Services With regard to Club Utilitas request to sublease property located at 1002 Ave L.

In 1986 the City of Fort Pierce executed a lease of the subject property to Club Utilitas for one dollar ($1) per year for a period of 50 years. The amount was paid in advance and the property is advertised as a Teen/Daycare Center. It should be noted that Utilitas is currently seeking to lease the property to a third party, Family First Services DBA Green Shoots Academy, for $18,000 per year.

Paragraph 6 of the lease requires that Utilitas receive the written approval and permission from the City prior to subleasing or assignment of the property to a third party. Consistently with the provisions of the current lease, Utilitas is at this time seeking the City's approval.

Pursuant to its lease with the City, Utilitas is required to carry liability insurance on the premises listing the lessor (City) in the amount of $100,000/$300,000 and to show proof of existing coverage each year during the term of the lease. In addition, the Current lease with the city requires that Utilitas will indemnify and hold the City harmless against costs and expenses for maintenance of the premises as well as for any liability arising from judgements, or demands relating injury to persons or property of another while on the premises.

Insofar as the current proposed lease between Utilitas and Green Shoots Academy contains provisions that are consistent with the provisions of the lease between the City and Utilitas, and do not create any conflict with the primary lease, the City may grant approval to Utilitas to proceed. This office recommends that this lease be routed to finance as well as risk management to determine whether those departments have any comments or concerns regarding consent for execution. If there are additional concerns with this contract please contact Attorney Iola Mosley.

cc: Linda Cox

Circle of Life Educational Center Inc.
1002 Ave L
Fort Pierce, Florida 34950
June 14, 2017

City of Fort Pierce
Mayor Linda Hudson
City Manager Nick Mims
Board of Commissioners
100 N US 1
Fort Pierce, Florida 34950

RE: Sub-Lease
Address: 1002 Avenue L

1990

To all respected dignitaries of the City of Fort Pierce, City Mayor, City Manager and Commissioners. The purpose of this letter of submission is to request approval of sub-leasing our building at the address above to Green Shoots Academy, for the purpose of child care, preschool and VPK. The lease timeline commencing on January 1, 2017 and terminating December 31, 2022, this is a (5) five-year commercial lease. The city inspection and zoning for this site has been approved. Each organization will be responsible for their own liability and personal property insurance. The Board and members of Club Utilitas/Circle of Life will continue to meet the 3rd Thursday evening of each month at this location as outlined in the organization By-Laws.

Please grant our request with deepest regards thanks to each of you. If additional information is requested the contact number is 772-626-9386.

Sincerely,
Club Utilitas/Circle of Life Educational Center Inc.
Board Members:
Barbara Moore
Betty Barnes
Hilda Clemons
Vivian Edwards
Naomi Adams

Teen Center
1002 Avenue L

1002 Avenue L
Fort Pierce FL 34950
772-293-4456

23 years ago

001

L E A S E

THIS AGREEMENT made and entered into this 20th day of October, 1986, by and between CITY OF FORT PIERCE, FLORIDA, a Municipal corporation, hereinafter referred to as the Lessor, and CLUB UTILITAS, INC., a Florida corporation, hereinafter referred to as Lessee.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual promises, covenants and conditions herein contained to be kept and performed by each of the parties hereto, the parties hereto agree as follows, to-wit:

1. Lessor hereby leases to Lessee under the terms and conditions contained herein, that property more specifically described as follows:

> Lots 23 and 24, Block 1, PROSPERITY PARK SUBDIVISION, as per plat thereof, recorded in Plat Book 7, page 55 of the public records of St. Lucie County, Florida.

2. This lease shall commence on the 6th day of October, 1986 and end at midnight on the 5th day of October, 2036.

The Lessee shall have and is given option to renew this lease, at its election, for an additional ten (10) year period, upon the same terms and conditions, provided Lessee shall notify Lessor in writing of its election to exercise the option not less than sixty (60) days before the expiration of the primary term hereof.

3. The Lessee covenants and agrees to pay in legal tender and lawful money of the United States, without demand, the annual rent of $1.00 per year for 50 years, payable in advance.

4. The Lessee further covenants and agrees to maintain said property, and to keep said property in good appearance.

5. The Lessee further agrees to carry liability insurance coverage on the described premises, listing the Lessor on said policy, in the amount of $100,000/$300,000. The Lessee will furnish proof of insurance when construction starts and show proof of insurance each year thereafter. Said proof to be furnished to the City Building Department.

6. The Lessee hereby agrees that no portion of this lease, nor any portion of the property described in said lease, will be sublet or assigned, either directly or indirectly, without first securing the written approval and permission of the Lessor.

7. It is understood and agreed:

a. That Lessor shall not in any manner whatsoever be responsible or liable for any costs or expenses incurred by the Lessee in the development or maintenance of the above-described premises, and any and all costs and expenses shall be the sole responsibility and obligation of the Lessee; and

b. Lessee will not suffer or permit any mechanic's liens or other liens for work, labor, services or materials to be attached to said premises or any part thereof; and

c. Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, cost of action, suits, claims, demands or judgments for injury to person or property of any and every nature arising out of the construction or alteration or the use of said land as described above, or out of the management or control of said property.

8. The Lessee further agrees that it will not mortgage or sublet or in any way cause an easement to be placed on the above-described property.

9. It is understood that this property is leased to Lessee with the express condition that it is to be used for the construction of a building to be used as a teen center for the development of young people and for the express purpose of encouraging young people to engage in activities that will help them to develop into usefull and valuable adults in the community or in any community in which they may choose to reside. The Lessee shall complete Phase One within two (2) years from the commencement of this lease and if the purpose for which this property is leased terminates and for any reason is not used

as a teen center for a period of two (2) months after the completion of Phase One, this lease shall automatically terminate and Lessor shall immediately go into possession of said property. If Phase One is not constructed or completed within two (2) years, then this lease shall also terminate.

10. Lessee shall pay any real property taxes assessed against the leased premises. Lessor shall join with Lessee in any application for tax-exempt status for the leased premises.

11. In the event Lessor has to bring any action to enforce any of the provisions of this lease, Lessee shall be responsible for paying attorney's fees of Lessor, including appellate fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in the manner and by their duly authorized officers and their official seal to be affixed hereto, the day and year first above written.

Signed, sealed and delivered in the presence of:

As to Lessor

CITY OF FORT PIERCE, FLORIDA
A Municipal Corporation

By _____
Mayor-Commissioner

ATTEST: _____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By _____
City Attorney

Signed, sealed and delivered in the presence of:

As to Lessee

CLUB UTILITAS, INC.
A Florida corporation

By _____
President

ATTEST: _____
Secretary

CIRCLE OF LIFE EDUCATIONAL CENTER
dba Club Utilitas
1002 Avenue L, Fort Pierce, FL.

COMMERCIAL LEASE

This Lease is made between Circle of Life Education Center ("Lessor"), and Family First Services DBA Green Shoots Academy, ("Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of

Fort Pierce, State of Florida, with a common address of 1002 Avenue L Fort Pierce FL 34950, (the "Real Property"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

TERMS AND CONDITIONS

1. Term and Rent. Lessor leases to Lessee the above Real Property for a term of five years, commencing January 1, 2017, and terminating on December 31 2022, or sooner as provided herein at the annual rental of Eighteen Thousand Dollars ($18,000.00 payable in equal installments in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below. Notice: Please see agreement for January thru March 2017.

2. Option to Renew. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one (or, if more than one option period given, insert number here five years) additional term(s) of Sixty months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly rent shall be the sum of $1 ,500.00 (subject to the restrictions of paragraph 4, below). The option shall be exercised by written notice given to Lessor not less than Thirty (30) days prior to the expiration of the prior Lease term. (If no other time is inserted, notice shall be given ninety (90) days prior to the expiration of the prior lease term). If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

3. Use. Tenant shall use and occupy the Real Property for the commercial purpose of Pre-School I Child Care. The Real Property shall be used for no other purpose.

4. SBA Provisions. If this Lease is executed by a Lessor and/or Tenant, who are participating in the U.S. Small Business Administration 504 Loan Program, then the parties hereto agree and acknowledge that this Lease shall be construed to comply with the requirements of such program including, but not limited to, those found in Title 13 of the Code of Federal Regulations, the SBA Standard Operating Procedures 50-10 and all other relevant statutes laws, codes, regulations and procedures. Without limiting the applicability of all relevant law, the following conditions shall apply:

(1) The Tenant shall lease from Lessor all of the Real Property;

(2) This Lease shall be junior and subordinate to any and all deeds of trust in favor of the SBA which relate to the Real Property;

(3) The annual rent hereunder shall not exceed the annual payments on the deed of trust in favor of the SBA secured by the Real Property, annual payments of deeds of trust senior to such SBA deed of trust, taxes, insurance and maintenance.

(4) This Lease shall be assigned, for collateral purposes, to the SBA.

(5) The term of this Lease shall not expire prior to the maturity date of the subject SBA 504 Loan. Provided, the Lease term may include options to renew the Lease, so long as the options are exercisable solely by the Tenant.

(6) Any leases of the Real Property other than to the Tenant shall be between the Tenant and the third party subtenant.

5. Care and Maintenance of Real Property. Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Real Property in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

(Check here if this provision applies.) Tenant shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, air conditions, and maior electrical repairs, which shall be maintained by Lessor. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

Each party signing this lease may seek legal advice prior to executing this lease

6. Alterations. Tenant shall not, without first obt?ining the written consent of Lessor, make any alternations, additions, or improvements, in, to or about the Real Property.

7. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) now in force, or which may hereafter be in force, pertaining to the Real Property, occasioned by or affecting the use thereof by Tenant.

8. Assignment and Subletting. Tenant shall not assign this Lease or sublet any portion of the Real Property without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

9. Utilities. All applications and connections for necessary utility services on the Real Property shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

10. Entry and Inspection. Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.

11. Possession. If Lessor is unable to deliver possession of the Real Property at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within one hundred twenty days of the commencement of the term hereof.

12. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Tenant, or any other person, or property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.

13. Insurance. Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Lessor with minimum coverage as follows: Tapco Insurance

Each party signing this lease may seek legal advice prior to executing this lease

Tenant shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Tenant, Tenant and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. Eminent Domain. If the Real Property or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Real Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

15. Destruction of Real Property. In the event of a partial destruction of the Real Property during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately

abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

16. Lessor's Remedies on Default. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within 30 (this shall be fifteen, if no other number is filled in) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 30 (this shall be fifteen, if no other number is filled in) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects.

Each party signing this lease may seek legal advice prior to executing this lease

No failure to enforce any term shall be deemed a waiver. No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate Lessor for all detrimental proximately caused by Tenant's failure to perform its

obligations under this Lease. The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease.

17. Security Deposit. Tenant shall deposit with Lessor on the signing of this Lease the sum _____ ofOne ThousandDollars ($1 ,000.00) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Real Property to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

18. Tax Increase. In the event there is any increase during any year of the term of this Lease in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building on which the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. All such tax obligations of Lessee hereunder shall be added to and become a part of the rent paid under this Lease.

19. Common Area Expenses. In the event the Real Property is situated in a shopping center, a commercial building or other complex in which there are common areas, Tenant agrees to pay Tenant's pro-rata share of maintenance, taxes, and insurance for the common area. All such obligations of Tenant hereafter shall be added to and become a part of the rent paid under this Lease.

20. Attorney's Fees. In case suit should be brought for recovery of the Real Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Real Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

Each party signing this lease may seek legal advice prior to executing this lease

22. Notices. Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Tenant at the Real Property (or at the address indicated below), or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.

23. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest of the parties.

24. Subordination. This Lease is and shall be subordinated to all existing and future liens, mortgages, deeds of trust, ground leases, hypothecations, security devices and encumbrances ("Security Instruments") against the Real Property now or hereafter placed upon the Real Property, to any and all advances made under any of said Security Instruments. Tenant covenants and agrees to execute and deliver, upon demand, those instruments reasonably necessary to effect such subordination. Self-executing: The agreements contained in this Paragraph shall be effective without the execution of any further documents; the power given herein is coupled with an interest and is irrevocable. Provided, that upon written request from a Lender or Lessor in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or other relevant terms provided for herein.

25. Time of Essence. Time is of the essence in the performance of this Agreement.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof: January 1, 2017

_____.

Each party signing this lease may seek legal advice prior to executing this lease

Signed this 1st_____day of January

LESSOR:

By: _____ By: _____

_____

(Print Name and Title)

Vivian R. Edwards
1002 Ave h
Fort Pierce, FL 34.95

2017.

TENANT:

(Print Name and Title)

Celesti Lundy, Owner

ATTACHMENT TO ADDENDUM

5. Care and Maintenance of Real Property. Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated as agreed in 5(a). Tenant shall, at his own expense and at all times, maintain the real property in a good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other systems or equipment upon the Real property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

5(a). As the Tenant's reason for leasing the Real Property is for business purposes requiring operational licensing by State of Florida's Department of Children & Families (DFC), the Tenant and Lessor acknowledge that the Real Property must meet specific building and outdoor requirements in order to operate and meet the business expectations of both the Tenant and Lessor, specifically to pay the agreed upon monthly rent. To assure that the condition of the Real Property, the building and outdoors, is in a condition that meets the State of Florida DFC licensing requirements, the Tenant and Lessor agree to physically conduct a joint walk through inspection of the Real Property to assess its condition and determine who shall be responsible for any needed repairs, replacements or addition. A commercial check list signed off both the Tenant and Lessor shall be used for the joint walk through inspection. Areas or items identified by both the Tenant and Lessor s as being be the responsibility of the Lessor should be resolved as close to January 1, 2017, as possible. Areas or items identified as the responsibility of the Lessor that are Major Repairs and require resolution after January 1, 2017, 2016. Areas or items identified by both Parties as being be the responsibility of the Tenant, which brings added value to the Real Property, shall, upon the ending or discontinuation of the Lease, remain on the Real Property unless otherwise agree to be removed by the Tenant and Lessor.

City Commission Regular Meeting **10.k.**

Meeting Date: 07/03/2017

Re: Small Business Grant Award

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve grant award for Ms. Sonja Johnson for her business, Massage Harmony by Sonja, LLC in the amount of $3,000 as an eligible recipient under the 2016-17 CDBG Action Plan-Grant Award for Small Business

SUMMARY:

2016-17 CDBG provides grants for small business owners who attend 2 workshops to purchase items to improve capacity & sustainability. Ms. Johnson attended workshops 11/16/16 & 2/15/17 & applied for grant to purchase equipment. Ms. Johnson also attended received grant in PY2015.

RECOMMENDATION:

Approve grant award for $3,000 for Ms. Sonja Johnson to purchase equipment for her business, Massage Harmony by Sonja, to increase the capacity and sustainability of her business.

ALTERNATIVES:

Do not approve grant award.

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:	10390025548410
Amount:	3000.00

OTHER INFORMATION:

This expenditure will be reimbursed to the City via CDBG.

Attachments

Grant App - Massage Harmony

Grant Contract-Massage Harmony

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/13/2017 09:42 AM
City Manager	Nick Mimms	06/26/2017 09:41 AM
Form Started By: Libby Woodruff		Started On: 06/12/2017 11:31 AM
Final Approval Date: 06/26/2017		

EXHIBIT A

Phase I - 2017 SMALL BUSINESS GRANT APPLICATION

ABOUT YOUR BUSINESS:

Business Name: Massage Harmony By Sonja, LLC

Physical Address: _____

Mailing Address: 1821 North 17th Street

Website Address: N/A kelas@aol.com

Contact Person: Sonja Johnson Title: Massage Therapist

Best Contact Telephone Number # 772-475-1166

Amount of Grant Requested: $ 3,000

==========

Business Owner Signature: Sonja Johnson

Printed Name of Business Owner: Sonja Johnson

Owner Telephone Number: 772-475-1166 Email: kelas@aol.com

==========

1. Please describe what would you like to purchase with the grant funds. (4) Tires for my vehicle (2008 mercury Sable), Massage chair (portable), E-Z up Tent, weight plates for tent, ~~Computer~~, printer, wireless

2. Please explain why you feel this purchase will help your business. All items listed above will increase my Small business Capacity and Sustainability while also continuing to invigorate the passion I have for my career as a massage therapist.

3. The following items **MUST** be included with your grant application:

a. A copy of a current City of Fort Pierce Business Tax Receipt for the Business Name listed above;

b. A printout from Sunbiz.org that shows that your business is registered with the Florida Division of Corporations.

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

d. At least ONE estimate for the item(s) you wish to purchase with a grant. You may include the costs associated with permitting in your estimate.

Please Note: Your estimate MUST be provided on a contractor's letterhead, marked as "Estimate", or on a printout from internet website, catalog, etc.; and

e. Written Permission from the Property Owner - if you are applying for funding to update signage, paint, or other improvements to a structure that you are renting for your business.

CONT'D USES. PHASE I - 2017 SMALL BUSINESS GRANT APPLICATION
Massage Harmony By Sonja, LLC

1. bluetooth speaker, vacutherapy + workshop massage cups, face cradle covers, table fleece warmer, table chair set, essential oils, hot/cold packs, biofreeze, and other various massage tools.

Complete the Checklist below and submit it with your 1-Page Grant application (last page of this document).

2017 Small Business Grant Opportunity

II. APPLICATION CHEKLIST

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;
  - ☐ Copies of "Certificates of Completion" from at least two (2) different Small Business Educational Workshops; and
  - ☐ 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, 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.
- ☐ The Grant Application must be signed by the owner of the business.

Certificate of Completion

This Certificate is Presented to:

Sonja Johnson (Attendee Name)

Massage Harmony (Business Name)

For Successfully Completing the Small Business Workshop Entitled

"Financial Recordkeeping for Small Business"

February 15, 2017

An economic development initiative funded by:

FORT PIERCE, FL · THE SUNRISE CITY ·

Department of Urban Redevelopment

SCORE Workshop Instructor

In collaboration with:

SCORE

FOR THE LIFE OF YOUR BUSINESS

Certificate of Completion

This Certificate is Presented to:

Sonja Jackson
(Attendee Name)

Massage by Sonja
(Business Name)

For Successfully Completing the Small BusinessWorkshop Entitled

"All About Small Business Tax Issues"

November 16, 2016

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Massage Chairs and Stools

10 Item(s) Sort By Position

Mobilize your practice with one of our **portable massage chairs or innovative massage supports**. Use our supportive **massage stools** to move around with ease in your salon or place of practice. Or indulge at home with a **super luxurious, motorized massage chair**. In our Massage Chairs and Stools selection you'll find all this and more!

Tao Plus BodyChoice Chair

Features Ergonomic Headrest
Features Ergonomic Face Pillow
Features Adjustable Arm Rest
Features 18" Wide Seat
Free Standard Carrying Case
Free Sternum Bolster
Free Session Pouch

Retail Price: ~~$249.00~~

Our Price: $179.00

View Details

Custom Craftworks Melody Chair

Free Standard Carrying Case
Free Eyeglass/Jewelry Pouch
Features Multi-Layer Foam
Features Adjustable Headrest
Features Removable Sternum Pillow

Retail Price: ~~$219.00~~

Our Price: $209.00

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- Tents
- Canopy and Shelter Accessories
- Tent Accessories

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$141.99 List price $147.99
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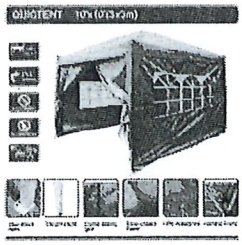

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Quictent Waterproof 10x10' EZ Pop Up Canopy Gazebo Party Tent Beige Po ...

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$64.94 List price $119.95
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Best Choice Products 10'X10' EZ Pop Up Canopy Tent W/ Carrying Case

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Lightweight Portable Pop Up Beach Tent Sun Shade UV 50+ Protection Can ...

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$57.99 List price $101.00
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9.8 x 9.8ft Lightweight Beach Tent Portable Outdoor Canopy SunShade ...

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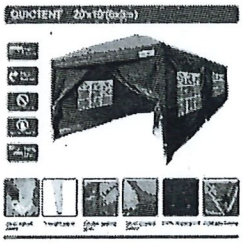

$229.99

Quictent SilvoxWaterproof 20x10' EZ Pop Up Canopy Gazebo Party Tent I ...

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$58.99 List price $102.00
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Ancheer Lightweight Beach Tent Portable Canopy SunShade Sun Shel ...

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$56.99 List price $210.60
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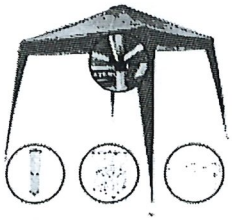
Zimtown 3 x 3M Portable Home Use Waterproof



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NTK Duxx Outdoor Portable Foldable Pop Up Canopy Sun

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Caravan Canopy Sports Weight Plates, Set of 4

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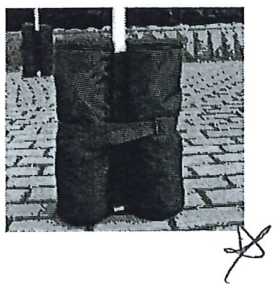

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Outsunny Black 4 Piece Weight Bag Set for Pop Up Canopy Party Tents

(2)

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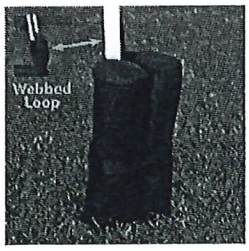

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HP ENVY 4520 All-in-One Printer/C...

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- HP Envy 5534 features wireless printing, scanning, and copying
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Bluetooth & Wireless Speakers (http://www.bestbuy.com/site/searchpage.jsp?cp=1&searchType=search&st=wireless%20waterproof%20bluetooth%20speakers&_dyncharset=UTF-8&id=pcat17071&type=page&sc=Global&nrp=&sp=&qp=category_facet%3DBluetooth%20%26%20Wireless%20Speakers~pcmcat310200050004&list=n&iht=y&usc=All%20Categories&ks=960&keys=keys)

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- ☐ ECOXGEAR (13)
- ☐ Altec Lansing (10)
- ☐ BRAVEN (8)
- ☐ Polk Audio (6)
- ☐ JBL (3)
- ☐ FUGOO (2)
- ☐ NUU (2)

Show more

Current Deals

- ☐ Free Shipping Eligible (63)
- ☐ On Sale (23)
- ☐ Clearance (5)

Customer Rating

- ☐ Top-Rated (29)
- ☐ 5 (3)
- ☐ 4 & Up (46)

All Items (63) | Pick up Today (0)

Sort by: Best Match | My Store: TREASURE COAST S... Change | View: List | Grid

(/site/fugoo-sport-waterproof-bluetooth-speaker-black-blue/2269135.p?skuId=2269135)

☐ Add to Compare

FUGOO - Sport Waterproof Bluetooth Speaker - Black/Blue (/site/fugoo-sport-waterproof-bluetooth-speaker-black-blue/2269135.p?skuId=2269135)

Model: F6SPKG01 | SKU: 2269135

FUGOO Sport Waterproof Bluetooth Speaker: Bluetooth/Wireless; rechargeable battery; water-, dust-, snow- and shockproof; speakerphone; Special features: 3.5mm audio input jack

4.6 (67)

(/site/fugoo-sport-waterproof-bluetooth-speaker-black-blue/2269135.p?skuId=2269135#tabbed-customerreviews)

Shipping: Not Available

Store Pickup: TREASURE COAST SQR
Not Available
Check nearby stores

$124.99
CLEARANCE
SAVE $75
Reg. $199.99
Check Stores

(/site/ue-megaboom-wireless-bluetooth-speaker-charcoal/8749545.p?skuId=8749545)

☐ Add to Compare

UE - MEGABOOM Wireless Bluetooth Speaker - Charcoal (/site/ue-megaboom-wireless-bluetooth-speaker-charcoal/8749545.p?skuId=8749545)

Model: 984-000436 | SKU: 8749545

See More Colors (/site/ue-megaboom-wireless-bluetooth-speaker-charcoal/8749545.p?skuId=8749545)

- Bluetooth
- Rechargeable battery
- Waterproof
- Speakerphone
- Pair multiple speakers for stereo sound

4.7 (1666)

(/site/ue-megaboom-wireless-bluetooth-speaker-charcoal/8749545.p?skuId=8749545#tabbed-customerreviews)

Shipping: FREE Two Day
Get it by 5/20/2017 for 34952 Change

Store Pickup: TREASURE COAST SQR
Get it by 5/24/2017
Check nearby stores

$234.99
SAVE $65 Was $299.99
Add to Cart

(/site/jbl-charge-portable-bluetooth-speaker-black/5097501.p?skuId=5097501)

☐ Add to Compare

JBL - Charge Portable Bluetooth Speaker - Black (/site/jbl-charge-portable-bluetooth-speaker-black/5097501.p?skuId=5097501)

Model: JBLCHARGE3BLKAM | SKU: 5097501

See More Colors (/site/jbl-charge-portable-bluetooth-speaker-black/5097501.p?skuId=5097501)

- Bluetooth 4.1

$149.99
Add to Cart

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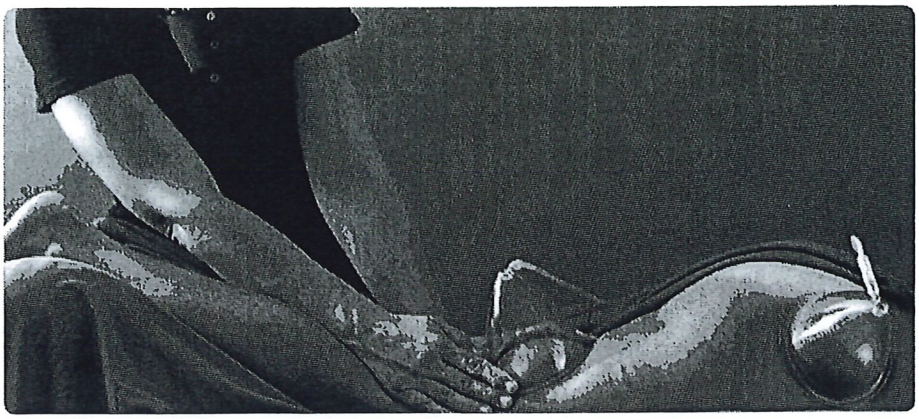

Upcoming Workshops

ACE Massage Cupping Certification Level I » more info

Date:	2017-10-20
Location:	Sarasota, FL
Credits:	22
Cost:	$450.00
Spaces Left:	16

REGISTER NOW

ACE MediCupping Certification Level I » more

Date:	2017-12-01
Location:	Sarasota, FL
Credits:	22
Cost:	$450.00
Spaces Left:	16

REGISTER NOW

Course Details

ACE Massage Cupping Certific

ACE Massage Cupping™ T
22 NCBTMB C
VacuTherapies ™ are an incredible moda
massage or health care practice. This 22
theory and application of ACE Massage C
demonstration of both basic and advanced
manual vacuum tools. ACE Massage Cuppin
of massage, decreases strain on the pract
through "add-on" s

This ancient tool has been adapted for bodyv
for many conditions. ACE Massage Cuppi
conditions such as: inflammation, tissue co
scar tissue, chronic pain, and many pre and
proven itself to be effective in athletic perfor
weight loss programs, includin

This versatile technique mimics massage mo
and myofascial release to the light pum
drainage. Used regularly, ACE Massage
approach to promoting wellr

- Courses are FL and NCBTMB approved
- Courses begin promptly at 9:00am and end at 5:30pm, 5pm on day 3, with an hour for lunch
- Full payment is expected prior to class start.
- All cancellations must be done **14 days in advance of Class date** for full reimbursement. If cancelling later than that only a credit towards another workshop is available.
- If we cancel the class you will be reimbursed 100% of payment received, minus credit fees if pay by credit card

close

Course Details

ACE Massage Cupping Certifica

ACE Massage Cupping™ T
22 NCBTMB C
VacuTherapies ™ are an incredible moda
massage or health care practice. This 22
theory and application of ACE Massage C
demonstration of both basic and advanced
manual vacuum tools. ACE Massage Cuppin
of massage, decreases strain on the pract
through "add-on" s

This ancient tool has been adapted for bodyw
for many conditions. ACE Massage Cuppi
conditions such as: inflammation, tissue co
scar tissue, chronic pain, and many pre and
proven itself to be effective in athletic perfor
weight loss programs, includin

This versatile technique mimics massage mo
and myofascial release to the light pum
drainage. Used regularly, ACE Massage
approach to promoting wellne

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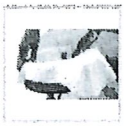
BEST SELLERS 100-pc Disposable Face Pillow Covers
E-Mail to a friend
<<< Previous (BodyChoice Deluxe Fleec..) Back (BEST SELLERS) Next (Sani-Cover® Fitted Dis .) >>>

Product Categories
BEST SELLERS
CURRENT SALES
Discount Massage Tables & Chairs
Portable Massage Tables
Stationary Massage Tables
Electric Massage Tables
Massage Table Packages
Massage Chairs and Stools
Table Accessories
Spa Accessories & Supplies
Bolsters and Supports
Sheets and Covers
Oils, Lotions, Creams & Gels
Biofreeze® Pain Reliever
Massage Tools
Massage Stones
Hot and Cold Therapy
Books, DVDs, Music, CE Courses
Wellness Products
Home Massage
Replacement Parts

100-pc Disposable Face Pillow Covers

Mouse over image to zoom

MORE VIEWS



Like 9

Simple, Convenient, and Clean

One size fits most headrests.

100-pc Disposable Face Pillow Covers - Case of 10 for $84.90
Click the link to receive the case price.

Click HERE to view all Face Cradle Covers OR All Disposable Products

Retail Price: ~~$12.90~~

Our Price: $10.90

This item will be out of stock until June 30th.

Choose Quantity: 01 Add to Cart

Product Info
Shipping Info
Signature Guarantees

Product Info

Product Summary

Our 100-Piece Disposable Face Pillow Covers are quick and convenient. Simply cover your massage table's face pillow with a comfy hypoallergenic cover to provide your clients with a sanitary, non-irritating surface while keeping your massage table free from stains. Made of viscose and polyester. Available in natural white.

Product Details

We know it's important to provide your clients with a **sanitary environment** while **keeping your massage equipment clean**. That's why we offer our 100-Piece Disposable Face Pillow Cover set. Simply cover your massage table's headrest with a **new. clean. hypoallergenic face pillow cover each time for every client**. Clients love the feeling of the **soft, absor** disposable pillow covers against their face while they enjoy a relaxing massage. Our face pillow **covers fit**

4.7 ★★★★★ Google Customer Reviews

FREE Walmart Grocery pickup

Search

Home › Furniture › Office Furniture › Folding Tables & Chairs

Flash Furniture 32" Round Granite White Plastic Bar Height Folding Table

2 reviews Q&A By: Flash Furniture

Walmart #: 557087779

$40.73

Pickup Discount $1.59

Sold & shipped by **Walmart**

Free shipping
Arrives within **3-5 days**

Or get it by **Friday, May 12** with faster shipping
Shipping options

Free pickup - Save an extra $1.59 on this item at checkout. See details

Cayce 1355 Knox Abbott Drive Pickup options

Quantity: 1

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1 other seller from **$40.73**

$40.73 + **Free** shipping
Sold & Shipped by Hayneedle

Compare all 2 sellers

Smart & grateful gifting
Mother's Day, May 14.

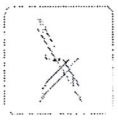
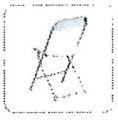
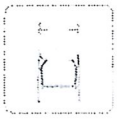
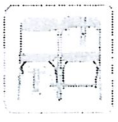
Search

Home › Furniture › Office Furniture › Folding Tables & Chairs

HERCULES Series Premium Plastic Folding Chair, White, Set of 4

101 reviews Q&A By: Flash Furniture

Walmart #: 551913453

$52.59

Pickup Discount $2.05

Sold & shipped by Walmart

Free shipping
Arrives within 3-5 days

Or get it by Friday, May 12 with faster shipping
Shipping options

Free pickup - Save an extra $2.05 on this item at checkout. See details

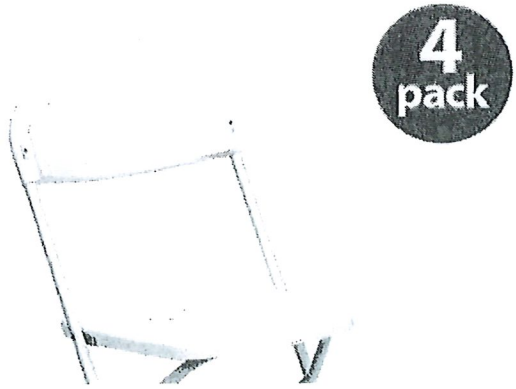
Cayce 1355 Knox Abbott Drive Pickup options

Quantity: 1

Add to Cart

Add to List Add to Registry

Smart & grateful gifting
Mother's Day, May 14.



essential oils

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/?PageId=zmrsfYf2pbuHJYdjmqOUBHKhHHZXbA%2fdrd%2fz0ESmRFk%3d&keyword=essential+oils&print=y)

Narrow Results

Group

- Aromatherapy (30) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&group=Aromatherapy)
- Essential Oil Kits (27) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&group=Essential%20Oil%20Kit)

(+) Show 65 More

Category

Color Lookup

- Essential Oils & Blends (48) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&category=Essential%20Oils%20%26%20Blends)
- Massage Oils (35) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&category=Massage%20Oils)

(+) Show 56 More

Brand

- Amber (18) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&brand=Amber)
- Aura Cacia (7) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&brand=Aura%20Cacia)

(+) Show 37 More

Department

- Aromatherapy (72) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&department=Aromatherapy)
- Equipment (38) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&department=Equipment)

(+) Show 8 More

Price

$1.00 — $1,295.00

Avg. Customer Review

- 5 Stars (54) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&rating=1)
- 4 Stars (67) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&rating=2)
- 3 Stars (17) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&rating=3)
- 2 Stars (4) (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&rating=4)

Number of Items: 277

Sort By: Relevance — 12 Items Per Page

1 2 (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&pg=2)
3 (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&pg=3)
4 (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&pg=4)
5 (http://www.massagewarehouse.com/search/?raw&featured=json&keyword=essential%20oils&pg=5)
Page 1 of 24

(https://www.massagewarehouse.com/products/lotus-touch-essential-oils-10-ml) | (https://www.massagewarehouse.com/products/therapro-essential-oils-single-note) | (https://www.massagewarehouse.com/products/bon-vital-essential-oils-10ml)

Lotus Touch® Essential Oils - 10 ml & 5 ml (https://www.massagewarehouse.com/products/lotus-touch-essential-oils-10-ml)
~~$5.30 - $15.00~~
$4.31 - $34.72

TheraPro® Single Note Essential Oil (https://www.massagewarehouse.com/products/therapro-essential-oils-single-note)
~~$5.65 - $20.30~~
$4.52 - $16.31

Bon Vital® Essential Oils 10 ml (https://www.massagewarehouse.com/products/bon-vital-essential-oils-10ml)
$5.45 - $11.19

CHOOSE OPTIONS (HTTPS://WWW.MASSAGEWAREHOUSE.COM/PRODUCTS/BON-VITAL-ESSENTIAL-OILS-10ML/)

CHOOSE OPTIONS (HTTPS://WWW.MASSAGEWAREHOUSE.COM/PRODUCTS/THERAPRO-ESSENTIAL-OILS-SINGLE-NOTE/

(https://www.massagewarehouse.com/products/lotus-touch-essential-oil-blends-10-ml) | (https://www.massagewarehouse.com/products/lotus-touch-essential-oils-100-ml) | (https://www.massagewarehouse.com/products/therapro-essential-oil-blends)

Lotus Touch® Essential Oil Blends - 10 ml (https://www.massagewarehouse.com/products/lotus-touch-essential-oil-blends-10-ml)
~~$8.30 - $20.40~~
$6.71 - $16.32

Lotus Touch® Essential Oils - 100 ml (https://www.massagewarehouse.com/products/lotus-touch-essential-oils-100-ml)
~~$9.60 - $80.60~~
$7.75 - $64.55

TheraPro® Essential Oil Fusions (https://www.massagewarehouse.com/products/therapro-essential-oil-blends)
~~$8.95 - $15.99~~
$7.08 - $12.79

CHOOSE OPTIONS (HTTPS://WWW.MASSAGEWAREHOUSE.COM/PRODUCTS/THERAPRO-ESSENTIAL-OIL-BLENDS/

CHOOSE OPTIONS (HTTPS://WWW.MASSAGEWAREHOUSE.COM/PRODUCTS/LOTUS-TOUCH-ESSENTIAL-OILS-100-ML/

(https://www.massagewarehouse.com/products/soothing-touch-herbal-massage-therapy-oils) | (https://www.massagewarehouse.com/products/bon-vital-coconut-oil) | (https://www.massagewarehouse.com/products/mix-n-match-aromatherapy-special-1)

Soothing Touch® Herbal Therapy Massage Oils (https://www.massagewarehouse.com/products/soothing-touch-herbal-massage-therapy-oils)
~~$20.00 - $223.00~~
$25.49 - $189.54

Bon Vital® Coconut Massage Oil (100% Fractionated Coconut Oil) (https://www.massagewarehouse.com/products/bon-vital-coconut-oil)
$13.95 - $334.95

Mix 'N' Match Aromatherapy Special (https://www.massagewarehouse.com/products/mix-n-match-aromatherapy-special-1)
$24.29

CHOOSE OPTIONS (HTTPS://WWW.MASSAGEWAREHOUSE.COM/PRODUCTS/BON-VITAL-COCONUT-OIL/

CHOOSE OPTIONS (HTTPS://WWW.MASSAGEWAREHOUSE.COM/PRODUCTS/MIX-N-MATCH-AROMATHERAPY-SPECIAL-1/

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Portable Massage Tables

Stationary Massage Tables

Electric Massage Tables

Massage Table Packages

Massage Chairs and Stools

Table Accessories

Spa Accessories & Supplies

Bolsters and Supports

Sheets and Covers

Biofreeze® Pain Reliever

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Biofreeze® Pain Reliever

4 Item(s) Sort By Position

Practitioners can choose from a wide variety of sizes and dispensing formats of the #1 clinically used and recommended topical analgesic for natural pain relief.

Biofreeze® 16 Ounces Gel Pump

The #1 Clinically Used and Recommended Topical Analgesic by Massage Therapists, Chiropractors, Physical Therapists and Podiatrists

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Biofreeze® 32 Ounces Gel Pump

The #1 Clinically Used and Recommended Topical Analgesic by Massage Therapists, Chiropractors, Physical Therapists and Podiatrists

Please Log In to see pricing and buy the product.

4.7 ★★★★★
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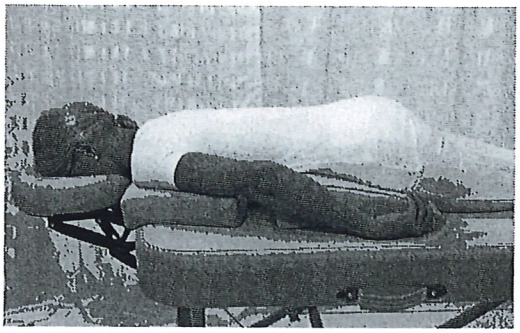
Bolsters and Supports Chest Comfort Pillows E-Mail to a friend

Product Categories

- BEST SELLERS
- CURRENT SALES
- Discount Massage Tables & Chairs
- Portable Massage Tables
- Stationary Massage Tables
- Electric Massage Tables
- Massage Table Packages
- Massage Chairs and Stools
- Table Accessories
- Spa Accessories & Supplies
- Bolsters and Supports
- Sheets and Covers
- Oils, Lotions, Creams & Gels
- Biofreeze® Pain Reliever
- Massage Tools
- Massage Stones
- Hot and Cold Therapy
- Books, DVDs, Music, CE Courses
- Wellness Products
- Home Massage
- Replacement Parts

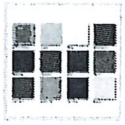
<<< **Previous** (Custom Craftworks Refle..) **Back** (Bolsters and Supports) **Next** (BodyChoice Pregnancy Bo..) >>>

Chest Comfort Pillows



Mouse over image to zoom

MORE VIEWS



Like 0

Better Comfort and Support for Your Female Clients

Includes two shoulder pillows and one pelvic pillow

Retail Price: ~~$44.95~~

Our Price: $35.00

Choose Color * Choose an Option...

* Required Fields

Choose Quantity: 01 Add to Cart

Product Info
Shipping Info
Signature Guarantees

Product Info

Product Summary

Finally! A massage product designed for the comfort of women. The Chest Comfort Pillows position your female clients so they don't experience any pressure on their lower backs during the prone position. The Chest Comfort Pillows also work when lying face up.

Product Details

Female clients will appreciate our Chest Comfort Pillows! **Our three-piece Chest Comfort Pillows position women so they experience no pressure on their breasts or lower backs when lying prone on a massage table**. Simply slide the **shoulder pillows** under each of your clients' upper arms and position the **pelvic pillow** below their chests while they are lying face-down. The pelvic pillow can also be used under their lower backs when your clients are lying face-up! Each pillow is co **small-cell foam** and covered by **oil and waterproof PU leather** upholstery.

4.7 ★★★★★
Google
Customer Reviews

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 **MASSAGE HARMONY BY SONJA, LLC,** a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Special Terms and Conditions

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

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

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

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

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

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

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

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

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

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

5) Violates Labor Standards requirements, or

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

14. Other Provisions

A. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

B. Equal Opportunity in Participation

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

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

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

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

D. Nondiscrimination in Federally-Assisted Programs.

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

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

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

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

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

M. Lobbying Restrictions.

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

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

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

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

N. Provisions Required by Law Deemed Inserted.

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

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

GRANTOR:
ATTEST: CITY OF FORT PIERCE

_____ _____
Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

SUBRECIPIENT: **MASSAGE HARMONY BY SONJA, LLC**

By: _____
Sonja Johnson

Print: _____

Title: **Owner**

Today's Date: _____

City Commission Regular Meeting **10.I.**

Meeting Date: 07/03/2017

Re: Contract Approval for Summer Slam Basketball Camp Employees

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve LF Staffing contract for 7 employees to staff 3rd Annual Summer Jam Basketball Camp for 8 weeks in an amount not to exceed $18,352.14. Of the amount, $10,000 will be paid through a grant from Children Services Council of St. Lucie County.

SUMMARY:

Request to approve LF Staffing contract for 7 employees to staff 3rd Annual Summer Jam Basketball Camp for 8 weeks, Mon-Fri, 9am-5pm, not to exceed $18,352.14. $10,000 of the salaries listed in this contract will be paid through a grant from Children Services Council of St. Lucie County.

RECOMMENDATION:

Approve accepting LF Staffing contract for 3rd Annual Summer Jam Camp Staff.

ALTERNATIVES:

Do not approve accepting LF Staffing contract for Summer Jam Camp staff.

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:	10390025548415
Amount:	18,352.14

OTHER INFORMATION:

$8,352.14 will be reimbursed to the City via CDBG.
$10,000 will be reimbursed to the City via grant award from Children's Services Council of St. Lucie County.

Attachments

LF Staffing Contract

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/13/2017 09:42 AM
City Manager	Nick Mimms	06/26/2017 09:41 AM
Form Started By: Libby Woodruff		Started On: 06/12/2017 04:01 PM
Final Approval Date: 06/26/2017		

2100 SE Hillmoor Drive, Suite 205C
Port St. Lucie, FL 34952
Tel 772-873-9562 Fax 772-905-0689
Prepared by
CLAIRE MASON – BRANCH MANAGER
Claire.mason@lfstaffing.com

PRE-SEARCH AGREEMENT

Thank you for your interest in obtaining an employee through LF Staffing. In order for there to be no misunderstandings between us regarding the job description, cost and dates of this transaction, we are clarifying in writing our understanding of your order. Please review carefully, sign and scan and email or fax it back to us. LF Staffing goal is to provide your company with the best possible service and qualified candidates for your staffing needs. We look forward to working with you.

LF Staffing recommends that you do not leave a temporary employee alone in your office or give them access to cash, negotiable instruments, or other valuable property. If you feel you must give one of our employees access, then we strongly recommend that you do a criminal background check on that person (included in cost for City of Ft. Pierce Basketball program). If you give someone access to valuable property without notifying LF Staffing, then you are accepting full responsibility for any loss or liability caused by said LF Staffing employee. Please carefully supervise any new temporary or regular employee until you are sure they are both honest and competent.

Date	**Start Date:**	**Position:**
6-5-17	6-12-17	Summer Basketball Program
Company Name	**Contact**	**Email**
City of Ft. Pierce	Libby Woodruff	elizabethwoodruff@city-ftpierce.com
Job Description		
May include some or all of the following: Oversees operations and functions of program including but not limited to: basketball training, reading lab, planning and preparations, overseeing staff and volunteers. Sets up equipment and activity rooms prior to campers arrival. Assists with training workouts, helps to oversee open gym, manages who plays next for the open gyms, assists with cleanup and breakdown. Hours are Tuesday through Friday 12 noon – 5pm.		
Bill Rate is 40% for minimum wage and 45% for all other pay rates. Temporary Assignment:		
Worker #1 - $13/hr. payrate +$5.85/fee = $18.85/hr. bill rate x 320 hours Worker #2 - $13/hr. payrate $5.85/fee = $18.85/hr. bill rate x 280 hours Worker #3- $8.10/hr. payrate + $3.24/fee = $11.34/hr. bill rate x 245 hours Worker #4: $8.10/hr. payrate + $3.24/fee = $11.34/hr. bill rate x 80 hours Worker #5: $8.10/hr. payrate + $3.24/fee = $11.34/hr. bill rate x 120 hours Worker #6: $8.10/hr. payrate + $3.24/fee = $11.34/hr. bill rate x 56 hours Worker #7: $8.10/hr. payrate + $3.24/fee = $11.34/hr. bill rate x 120 hours TOTAL CONTRACT - $18,352.14		

LF Staffing Costs for Summer Program

The hourly bill rate range reflects the rate for the position listed above. The bill rate includes the employee's hourly wage, all deductions required by State and Federal Legislation, including FICA taxes, unemployment and workers compensation, general liability insurance, employment taxes, ACA and withholding, administration of payroll and related functions including integrity screening and criminal backgrounds. We invoice electronically on a weekly basis, for the hours worked. The hourly bill rate in this Agreement reflects increases in actual and government mandated costs for wages, withholding amounts, taxes, assessments, liability and worker's compensation coverage.

By signing below, the authorized representative of the Company herein agrees to the terms and conditions listed above and further acknowledge that the job description, bill rate and dates of the assignment are accurate.

Temporary employees must be paid for at least four hours a day. The only exception to this is if you are not satisfied with the employee's performance within the first two hours. In that case, you may release the employee after two hours and not be charged for two hours.

Date	**Print Name**	**Authorized Company Signature**

REMITTANCE OFFICE: Labor Finders of Florida, LLC (PSL), PO Box 8809, Jupiter, FL 33468-8809

City Commission Regular Meeting **11.a.**

Meeting Date: 07/03/2017

Re: Application for Subdivision: Preliminary Plat - Premier Subdivision – Metal Drive & Reynolds Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of a Preliminary Plat, submitted by Property Owner(s) Premier Hospitality Inc. and Applicant, Richard Laventure, PE,, to subdivide a 5.28 acre parcel of land into four (4) tracts, located at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3), Parcel: 2324-341-0002-000-3.

SUMMARY:

- In accordance with Chapter 18 of the City Code, the applicant is requesting the approval of a preliminary plat for the proposed Premier Subdivision, located at 6505 Metal Drive.
- The parcel currently contains a 4-Story, 41,000 Square Foot Comfort Suites Hotel and a private segment of Reynolds Drive which connects Crossroads Parkway to Metal Drive.
- The proposal seeks to separate two tracts from the Comfort Suites site for future commercial development, retaining a roadway tract to maintain a segment of Reynolds Drive.
- Sidewalks exist along both sides of Reynolds Drive and in front of Comfort Suites along Metal Drive. Proposed Tract 2, abutting Metal Drive, is undeveloped and does not feature a sidewalk. The Final Plat would require installation of, or a surety for, a sidewalk to further the connection along Metal Drive.
- The Planning Board, at their June 13th, 2017 meeting, voted unanimously to recommend approval of the request with the condition the Final Plat incorporates the installation of, or a renewable surety for, a sidewalk connection along Metal Drive within 24 months, as required pursuant to City Code Section 22-62 (b) & (d).

RECOMMENDATION:

Approval with the condition the Final Plat incorporates the installation of, or a renewable surety for, a sidewalk connection along Metal Drive within 24 months, as required by City Code Section 22-62 (b) & (d).

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Tracy Telle, Assistance City Engineer

Fiscal Impact

OTHER INFORMATION:

Potential increase in ad-valorem tax revenue via parcel separation, and future development possibilities.

Attachments

Staff Report
Aerial, Zoning Map, and Conceptual Exhibit
Application, Deed & PRC
Boundary Survey & Proposed Subdivision (Preliminary Plat)
PB Minutes 6.13.17 (Minutes Not Yet Approved)
Technical Review Committee Minutes - Premier

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 09:41 AM

Form Started By: Kori Benton Started On: 06/20/2017 09:12 AM
Final Approval Date: 06/26/2017

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Subdivision: Preliminary Plat**
Premier Subdivision – Metal Drive & Reynolds Drive
6505 Metal Drive

DATE: June 20, 2017

STAFF REPORT

Owner: Premier Hospitality Inc
1500 SE 5th Ave
Dania Beach, FL 33004

Applicant: Richard Laventure, PE,
Laventure & Associates, Inc.
774 W. Midway Rd.
Fort Pierce, FL. 34982

Requested Action: Approval of a Preliminary Plat to subdivide a 5.28 acre parcel of land into four (4) tracts.

Location: 6505 Metal Drive

Parcel ID: 2324-341-0002-000-3

Current Zoning: General Commercial, C-3

Future Land Use: General Commercial (GC)

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Site Size: 5.28 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Chapter 18 of the City Code, the applicant is requesting approval of a preliminary plat for a proposed subdivision to be known as "Premier", located at 6505 Metal Drive. The parcel of land presently contains a 4-Story, 41,000 Square Foot Comfort Suites Hotel and a private segment of Reynolds Drive which connects Crossroads Parkway to Metal Drive. The existing hotel was completed in 2004, with the extension of Reynolds Drive wrapping up in 2005 to provide additional access to the Comfort Suites, and facilitate access to the Hampton Inn & Suites and Best Western hotels, in 2006, situated to the south.

The current proposal seeks to separate two tracts from the Comfort Suites site for future commercial development. The tract (3) proposed to the west of Comfort Suites is 1.99 acres in size, with the tract (2) to the north considered at 1.37 acres. A 1.52 acre tract is designed to be retained with the Comfort Suites to ensure compliance with landscape buffering, lot coverage, and green/open space requirements. The noted parcels would retain the General Commercial, C-3, zoning designation. The proposal retains a .91 acre tract designated for Reynolds Drive, to be owned and maintained by the applicant, or subsequent owner.

Sidewalks exist along both sides of Reynolds Drive and in front of Comfort Suites along Metal Drive. Tract 2, abutting Metal Drive, is undeveloped and does not feature a sidewalk. The Final Plat would require installation of, or a surety for, a sidewalk to further the connection along Metal Drive.

The Preliminary Plat encompasses established utility easements, shared access, and drainage agreements affecting the subject property and those immediately abutting to the north and south. The plat seeks to preserve established access and water management arrangements in place.

Technical Review Committee

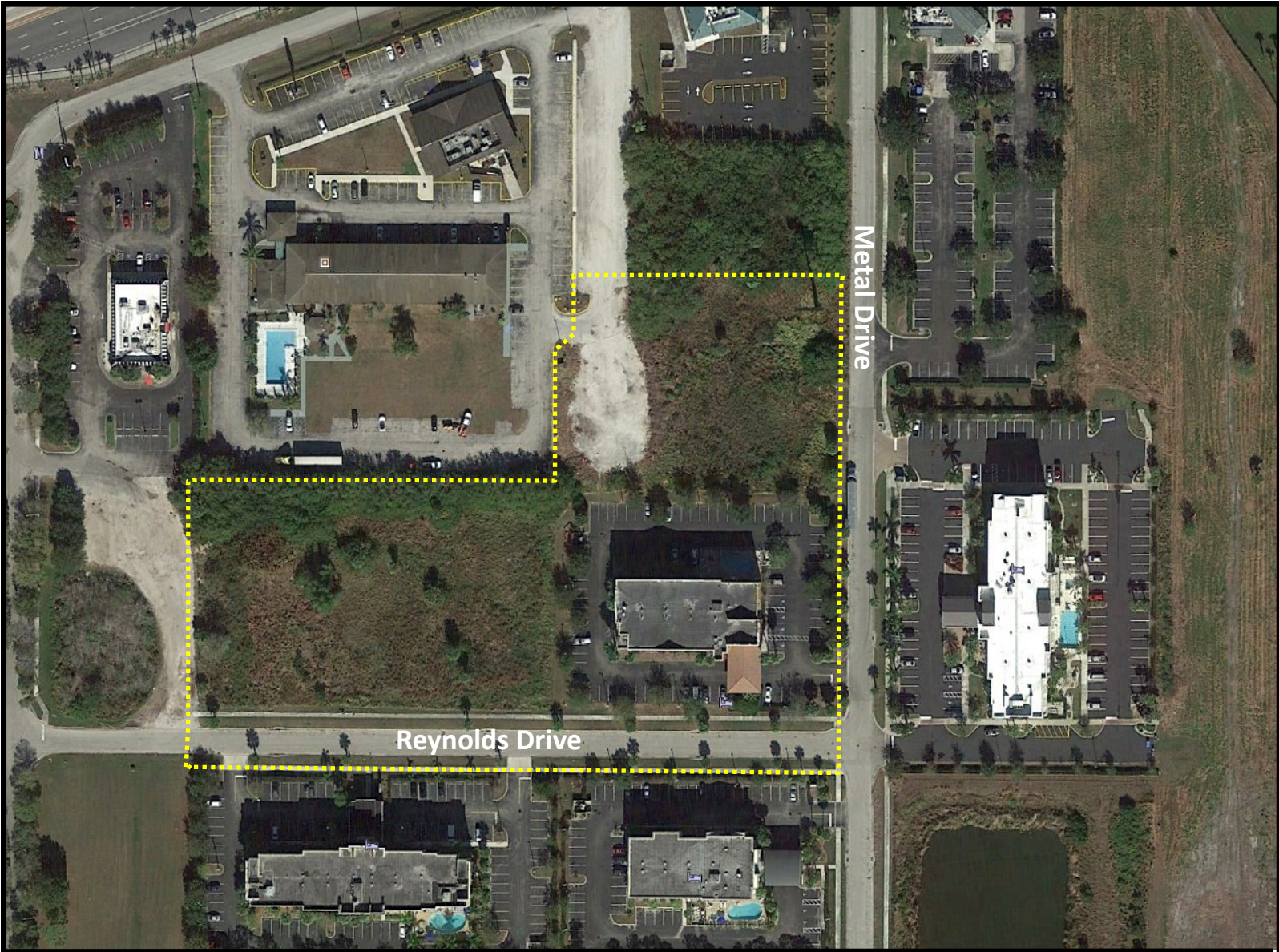
All affected departments have reviewed and approved the proposed Preliminary Plat for consistency with the requirements of the applicable City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Planning Board Recommendation

The Planning Board, at their June 13th, 2017 meeting, voted unanimously to recommend approval of the request with the condition the Final Plat incorporates the installation of, or a renewable surety for, a sidewalk connection along Metal Drive within 24 months, as required pursuant to City Code Section 22-62 (b) & (d).

Staff Recommendation:

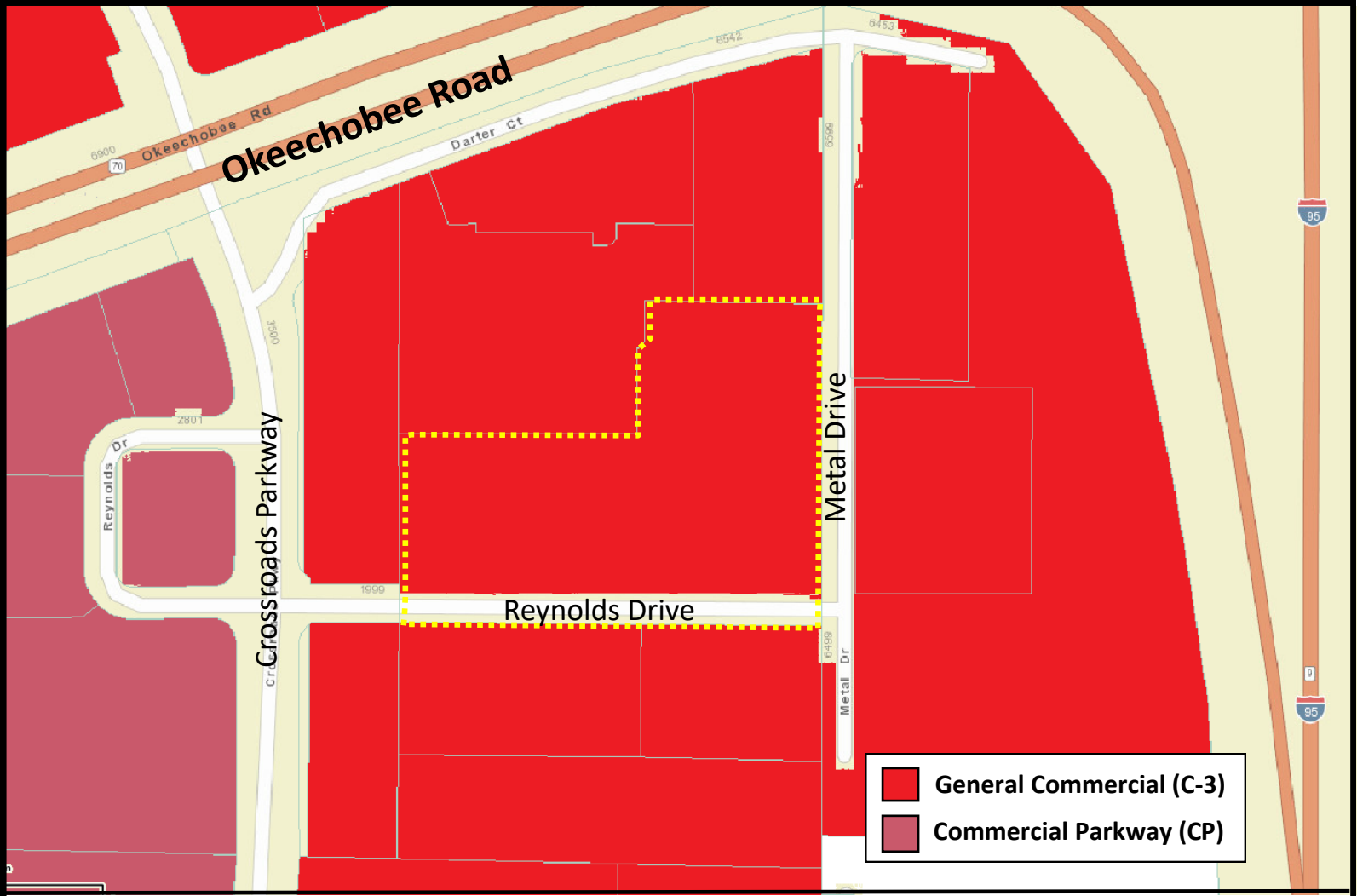
Staff recommends approval of the request with the condition the Final Plat incorporates the installation of, or a renewable surety for, a sidewalk connection along Metal Drive within 24 months, as required by City Code Section 22-62 (b) & (d).



THE SUNRISE CITY
FORT PIERCE
Florida

Premier Subdivision—6505 Metal Drive

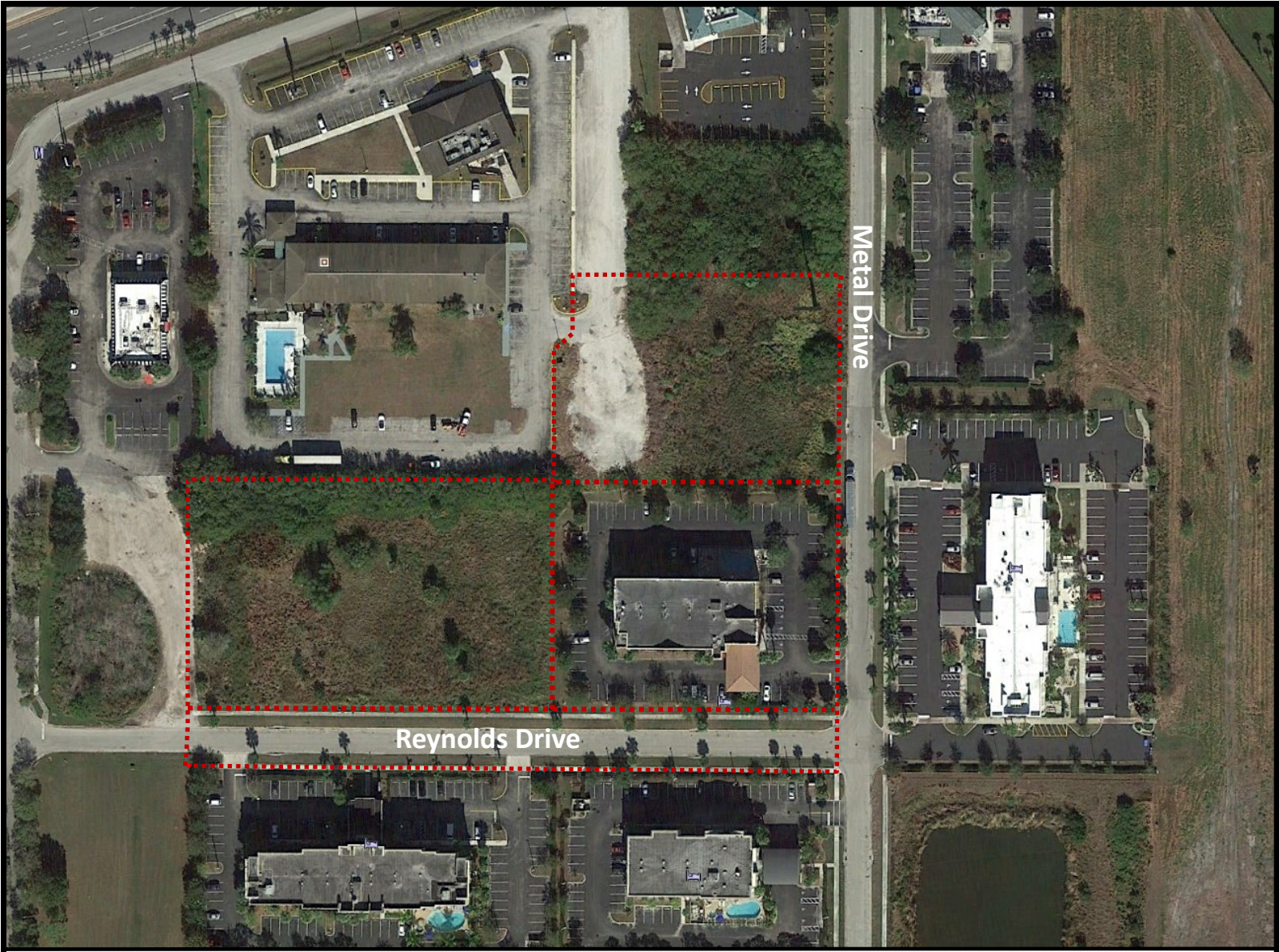
Aerial



THE SUNRISE CITY FORT PIERCE Florida

Premier Subdivision - Zoning Map

Metal Drive & Reynolds Drive



THE SUNRISE CITY
FORT PIERCE
Florida

Premier Subdivision—6505 Metal Drive

Scope of Subdivision Proposed

N
W
E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

Subdivision

Property address or Location 6505 Metal Drive, Fort Pierce

Parcel ID #(s) 2324-341-0002-000-3

Project description Divide subject parcel into 3 parcels

Property Owner(s)			Applicant/Representative, Title, Company		
Premier Hospitality, Inc.			Richard Laventure, President, Laventure & Associates, Inc..		
Street Address			Street Address		
1500 SE 5th Ave			774 W. Midway Road		
City	State	Zip	City	State	Zip
Dania Beach	FL	33004	Fort Pierce	FL	34982
Phone Number			Phone Number		
			772.398.6430		
Email Address			Email Address		
danp61@aol.com			gatorrr@msn.com		

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 Brevard

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by Dilip Patel who is personally known to me or has produced _____ as identification.

Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA (407) 398-0150

CLIVE GEORGE WALCOTT
MY COMMISSION #FF188930
EXPIRES January 12, 2019
FloridaNotaryService.com

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

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2285288 OR BOOK 1816 PAGE 1730
Recorded:10/08/03 13:30

* Doc Assump: $ 0.00
* Doc Tax : $ 5,031.60
* Int Tax : $ 0.00

THIS INSTRUMENT PREPARED BY
RECORD AND RETURN TO:

Craig J. Mandell, Esq.
Moskowitz, Mandell, Salim & Simowitz, P.A.
800 Corporate Drive, Suite 510
Ft. Lauderdale, FL 33334

Folio No. 2324-341-0002-000/3

WARRANTY DEED

THIS INDENTURE, made this 3 day of October, 2003, by and between SOUTH FLORIDA REAL ESTATE & MANAGEMENT CORP., a Florida corporation, ("Grantor") whose address is 100 Market Street, Bldg. 1, Portsmouth, NH 03801 and PREMIER HOSPITALITY, INC., a Florida corporation ("Grantee"), whose address is 1500 SE 5th Avenue, Dania Beach, FL 33004.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to them in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following:

1. Comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority;
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision;
3. Oil, gas and mineral rights of record without right of entry;
4. Unplatted public utility easements of record;
5. Taxes for the year 2003 and subsequent years.

EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel of land lying and being in Section 24, Township 35 South, Range 39 East, as recorded in Official Records Book 780, Page 1554 of the Public Records of St. Lucie County, Florida more particularly described as follows:

Begin at the Southeast corner of the Southwest 1/4 of said Section 24; thence run North 00° 05' 12" West along the East line of the Southwest 1/4 of said Section 24 for a distance of 879.50 feet; thence North 88° 56' 21" West for a distance of 273.73 feet; thence South 00° 12' 28" East for a distance of 64.74 feet; thence South 49° 13' 32" West for a distance of 16.63 feet; thence South 00° 05' 12" East for a distance of 135.00 feet; thence South 89° 54' 18" West for a distance of 377.00 feet; thence South 00° 05' 42" East for a distance of 660.33 feet to a point on the South line of the Southwest 1/4 of said Section 24; thence South 88° 52' 33" East along said South line for a distance of 661.60 feet (663.20 feet measured) to the Point of Beginning.

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

Property Identification

Site Address: 6505 Metal DR
Sec/Town/Range: 24/35S/39E
Map ID: 23/24S
Zoning: C3

Parcel ID: 2324-341-0002-000-3
Account #: 14289
Use Type: 3900
Jurisdiction: Fort Pierce

Ownership

Premier Hospitality Inc

1500 SE 5th Ave
Dania Beach, FL 33004

Legal Description

24 35 39 BEG AT SE COR OF SW 1/4 OF SEC RUN N 00 05 12 W ALG 1/4 SEC LI 168.04 FT,TH N 89 49 22 W 287.11 FT,TH N 00 05 12 E 208.62 FT,TH N 89 49 22 E 287.05 FT TO POB;TH N 00 05 12 E 497.84 FT,TH N 88 56 21 W 273.73 FT,TH S 00 12 28 E 64.74 FT,TH S 49 13 32 W 16.63 FT,TH S 00 05 12 E 135 FT,TH S 89 54 18 W 377 FT,TH S 00 05 42 E 289.63 FT,TH S 88 52 33 E 663.65 FT TO POB (5.28 AC) (OR 1816-1730)

Current Values

Just/Market Value:	$2,735,400
Assessed Value:	$2,381,038
Exemptions:	$0
Taxable Value:	$2,381,038

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	41,084
Gross Area (SF):	42,732
Land Size (acres):	5.28
Land Size (SF):	229,997

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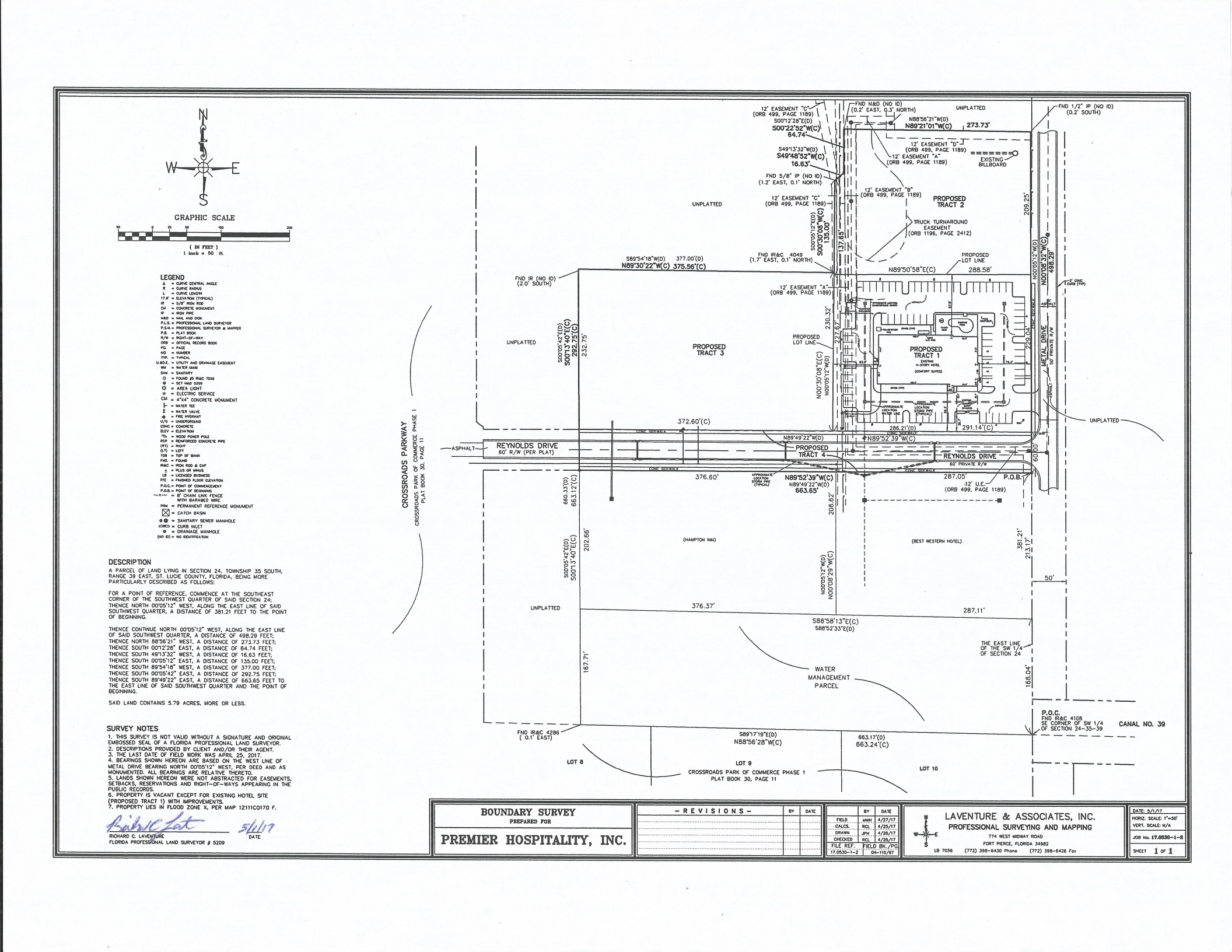

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 381.21 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 498.29 FEET; THENCE NORTH 88°56'21" WEST, A DISTANCE OF 273.73 FEET; THENCE SOUTH 00°12'28" EAST, A DISTANCE OF 64.74 FEET; THENCE SOUTH 49°13'32" WEST, A DISTANCE OF 16.63 FEET; THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 89°54'18" WEST, A DISTANCE OF 377.00 FEET; THENCE SOUTH 00°05'42" EAST, A DISTANCE OF 292.75 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 663.65 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID LAND CONTAINS 5.79 ACRES, MORE OR LESS.

SURVEY NOTES

1. THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR.
2. DESCRIPTIONS PROVIDED BY CLIENT AND/OR THEIR AGENT.
3. THE LAST DATE OF FIELD WORK WAS APRIL 25, 2017.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF METAL DRIVE BEARING NORTH 00°05'12" WEST, PER DEED AND AS MONUMENTED. ALL BEARINGS ARE RELATIVE THERETO.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, SETBACKS, RESERVATIONS AND RIGHT-OF-WAYS APPEARING IN THE PUBLIC RECORDS.
6. PROPERTY IS VACANT EXCEPT FOR EXISTING HOTEL SITE (PROPOSED TRACT 1) WITH IMPROVEMENTS.
7. PROPERTY LIES IN FLOOD ZONE X, PER MAP 12111C0170 F.

RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

5/1/17
DATE

BOUNDARY SURVEY
PREPARED FOR
PREMIER HOSPITALITY, INC.

- REVISIONS -	BY	DATE

	BY	DATE
FIELD	MWH	4/27/17
CALCS.	RCL	4/25/17
DRAWN	JPH	4/26/17
CHECKED	RCL	4/25/17
FILE REF. 17.0530-1-2	FIELD BK./PG. 04-110/87	

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
774 WEST MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
LB 7056 (772) 398-6430 Phone (772) 398-6426 Fax

DATE: 5/1/17
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 17.0530-1-2
SHEET 1 OF 1

PREMIER

LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LAND CONTAINS 5.79 ACRES, MORE OR LESS.

TITLE CERTIFICATION:

STATE OF FLORIDA:
COUNTY OF _____:

I, _____, an attorney duly licensed in the State of Florida, do hereby certify that I have examined the title to the hereon described property and find the title to the property is vested in Premier Hospitality, Inc., and that current taxes have been paid and that:

All recorded mortgages, not satisfied or released of record encumbering the property described hereon are:

None

Dated this _____ day of _____, _____.

By: _____
_____ Esquire

DEDICATION:

STATE OF FLORIDA:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS, PREMIER HOSPITALITY, INC., OWNERS OF THE LANDS SHOWN AND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED, AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE THE LANDS AS FOLLOWS:

1. TRACT 4 (REYNOLDS DRIVE), AS SHOWN HEREON, IS HEREBY DEDICATED AS AN ACCESS TRACT AND IS TO BE USED FOR ROADWAY PURPOSES IN PERPETUITY. AN INGRESS, EGRESS, UTILITY AND DRAINAGE EASEMENT IS ALSO HEREBY DEDICATED WITHIN THE LIMITS OF TRACT 4. THE UNDERLYING FEE OWNER SHALL HAVE MAINTENANCE RESPONSIBILITIES FOR TRACT 4. THE CITY OF FORT PIERCE, FLORIDA SHALL BEAR NO MAINTENANCE OBLIGATION OR RESPONSIBILITY FOR SAID TRACT.

PREMIER HOSPITALITY, INC.

Signed and sealed this _____ day of _____, _____ by its President.

By: _____ _____
Date

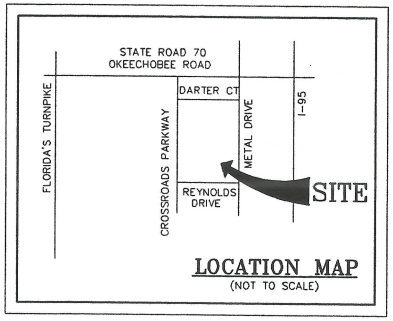
ACKNOWLEDGEMENT:

STATE OF FLORIDA:
COUNTY OF _____:

Before me personally appeared _____ to me well known and known to me to be the individual described in and who executed the foregoing dedication and he acknowledged to and before me that he executed such instrument as an officer of premier Hospitality, Inc., and that such execution was his free act and deed.

Witness my hand and official seal, this _____ day of _____, _____.

By: _____ My Commission Expires: _____
Notary Public (Printed Name)



LOCATION MAP
(NOT TO SCALE)

CITY ATTORNEY

STATE OF FLORIDA:
COUNTY OF ST. LUCIE:

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

By: _____
JAMES M. MESSER, ESQUIRE

PLANNING AND DEVELOPMENT SERVICES APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE C-3 ZONING DISTRICT, AS SET FORTH IN CHAPTER 22 OF THE FORT PIERCE LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____, _____

By: _____
REBECCA GROHALL
DIRECTOR OF PLANNING
FORT PIERCE, FLORIDA

CERTIFICATE OF FINAL APPROVAL BY CITY COMMISSION

STATE OF FLORIDA:
COUNTY OF ST. LUCIE:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, _____ THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS _____ DAY OF _____, _____

FORT PIERCE CITY COMMISSION

By: _____ _____
LINDA COX, CITY CLERK DATE

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA:
COUNTY OF ST. LUCIE:

I, Joseph E. Smith, Clerk of Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined and that it complies in form with all of the requirements of the laws of Florida pertaining to Maps and Plats, and that this plat has been filed for Record in Plat Book _____ Pages _____ of the Public Records of St. Lucie County, Florida, this _____ day of _____, _____.

SEAL
CLERK OF THE CIRCUIT COURT

By: _____
Clerk of Circuit Court
St. Lucie County, Florida

SURVEYOR'S REVIEW CERTIFICATE:

STATE OF FLORIDA:
COUNTY OF MARTIN:

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

By: _____ DATE
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR THE CITY OF FORT PIERCE

SURVEYOR'S NOTES:

1. The Plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of St. Lucie County, Florida.
2. The East line of the SW 1/4 of Section 24 is assumed to bear North 00°05'12" West, per plat and as monumented, and all other bearings shown hereon are relative thereto.
3. This Plat contains 5.79 acres, more or less.
4. This Plat contains 4 tracts.
5. A 5/8" iron rod and cap stamped LB 7056 has been set or will be set at all lot corners and changes in direction, in compliance with Chapter 177, Part 1 of the Florida Statutes.
6. No buildings or other obstructions shall be placed on Utility or Drainage Easements.
7. This plat has been reviewed by a Florida Professional Surveyor and Mapper, under contract with or employed by the City of Fort Pierce, and conforms with the Platting standards of Chapter 177, Part 1, Florida Statutes.
8. All lot lines are radial unless otherwise noted.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, RICHARD C. LAVENTURE, DO HEREBY CERTIFY THAT THIS PLAT OF PREMIER, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT PERMANENT REFERENCE MONUMENTS AND ALL MONUMENTATION HAS BEEN PLACED AS REQUIRED BY LAW AND THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA.

DATED THIS _____ DAY OF _____, _____

_____
RICHARD C. LAVENTURE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE # 5209

SEAL
SURVEYOR

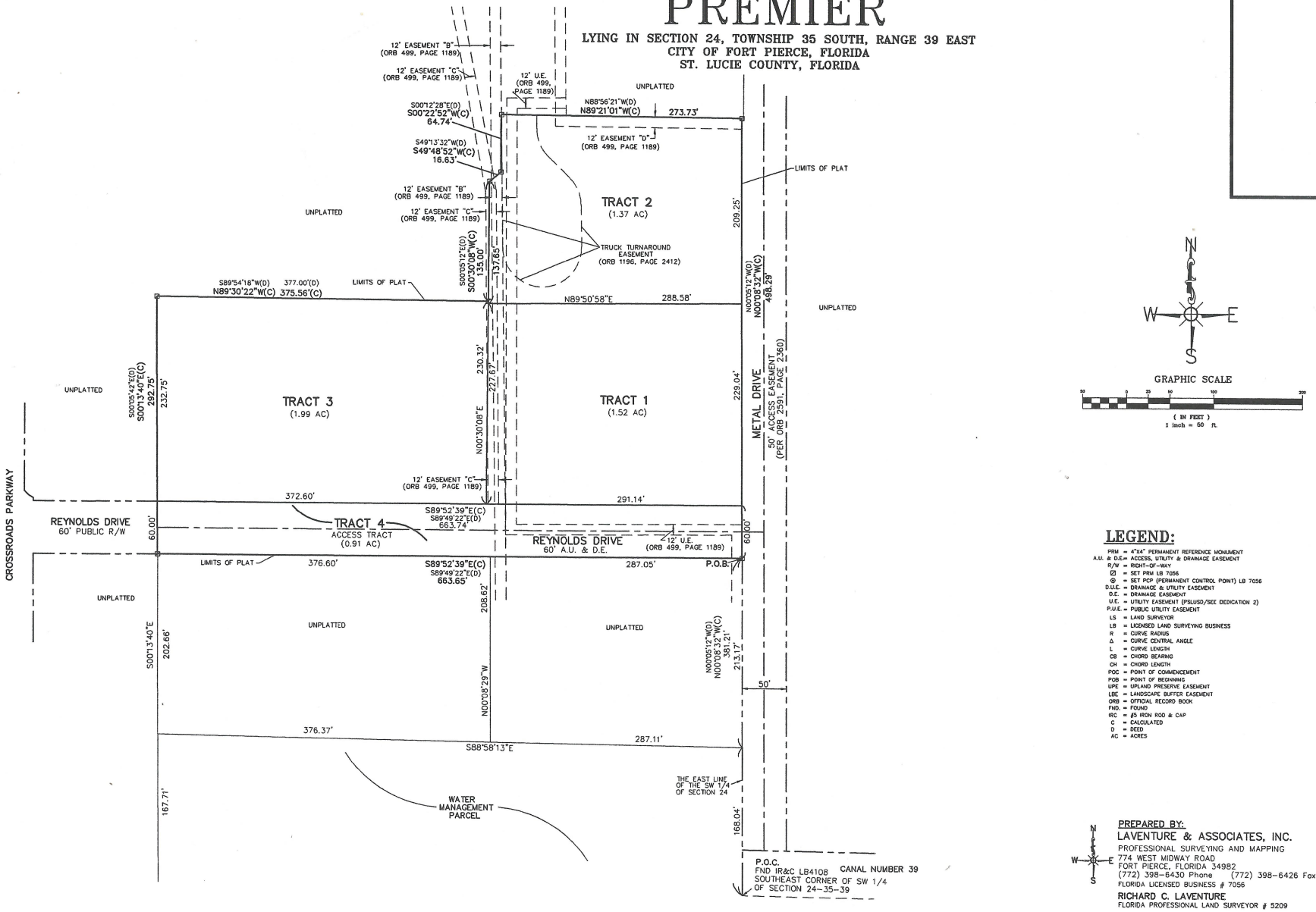
PREPARED BY:

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
774 WEST MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7056

RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

PREMIER

LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA



LEGEND:

PRM = 4"x4" PERMANENT REFERENCE MONUMENT
A.U. & D.E.= ACCESS, UTILITY & DRAINAGE EASEMENT
R/W = RIGHT-OF-WAY
☑ = SET PRM LB 7056
◎ = SET PCP (PERMANENT CONTROL POINT) LB 7056
D.U.E. = DRAINAGE & UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT (PSLUSO/SEE DEDICATION 2)
P.U.E. = PUBLIC UTILITY EASEMENT
LS = LAND SURVEYOR
LB = LICENSED LAND SURVEYING BUSINESS
R = CURVE RADIUS
Δ = CURVE CENTRAL ANGLE
L = CURVE LENGTH
CB = CHORD BEARING
CH = CHORD LENGTH
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
UPE = UPLAND PRESERVE EASEMENT
LBE = LANDSCAPE BUFFER EASEMENT
ORB = OFFICIAL RECORD BOOK
FND. = FOUND
IRC = #5 IRON ROD & CAP
C = CALCULATED
D = DEED
AC = ACRES

PREPARED BY:
LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
774 WEST MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7056
RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, JUNE 13, 2017 IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Charles Hayek**; **Mike Dahan**; **Al Bernetti**; **Marcia Baker**; **Brian Paul**; **Tim O'Connell**; **Steve Weaver**; **Robert Poitier**; **Frank Creyaufmiller**; **Bob Burdge**, **Chairman**

Absent: **Eloise Cumings**; **John George**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

This item was moved to the end of the meeting.

Motion was made by Ms. Baker to approve the absence of Ms. Cumings and to not approve the absence of Mr. George. The motion died due to a lack of a second.

Mr. Poitier amended the motion to excuse the absence of Ms. Cumings and Mr. George. The motion died due to a lack of a second.

Motion was made by Steve Weaver, and seconded by Tim O'Connell to excuse Ms. Cumings and defer the decision for Mr. George until such time that he is offered the opportunity to present his circumstance.

AYE: **Marcia Baker**, **Brian Paul**, **Tim O'Connell**, **Steve Weaver**, **Robert Poitier**, **Frank Creyaufmiller**, **Charles Hayek**, **Mike Dahan**, **Al Bernetti**, **Chairman Bob Burdge**

Passed

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernetti and Mr. Weaver were made regular voting members for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the May 9, 2017 Meeting

Motion was made by Charles Hayek, and seconded by Robert Poitier to approve the minutes from the May 9, 2017 meeting.

AYE: **Al Bernetti**, **Marcia Baker**, **Brian Paul**, **Tim O'Connell**, **Steve Weaver**, **Robert Poitier**, **Frank Creyaufmiller**, **Charles Hayek**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

b. Minutes from the May 23, 2017 Special Planning Board Meeting

Due to a procedural matter, the minutes were no longer valid and therefore not voted on.

7. NEW BUSINESS

a. **Preliminary Plat - Premier Subdivision – 6505 Metal Drive**

Mr. Benton gave an overview of the application and answered questions from the Board concerning the installation of the sidewalk, issuing a Certificate of Occupancy once the sidewalk is complete, paying the sidewalk fee up front, renewable sidewalk agreement and timeline on installing the sidewalks.

Mr. Messer asked why the city doesn't insist the sidewalks be put in instead of a surety bond.

Mr. Benton explained if the sidewalks are installed in two months, with the plat approval, a portion of the sidewalk would most likely need to be removed during construction of future development on the parcel. Mr. Benton stated the developers offered an opportunity to provide a guarantee that the sidewalk will be completed in a definitive time line, which will be decided at the time of final plat, or along with the development.

Mr. Messer expressed that If the city wants sidewalks it starts with the Planning Board insisting sidewalks be put in instead of taking the money.

Rich Laventure, Applicant Representative, from Laventure & Associates, provided some background and answered questions from the Board. Mr. Laventure stated that all the trades will be rolling over the sidewalks during construction and the building dept will not give a Certificate of Occupancy until the sidewalk is complete.

Board discussion ensued.

Motion was made by Robert Poitier, and seconded by Charles Hayek to forward a recommendation of approval to the City Commission with the following condition:

1. The Final Plat incorporates the installation of, or a renewable surety for, a sidewalk within 24 months, to further the required connection along Metal Drive pursuant to City Code Section 22-62 (b) & (d).

AYE: **Brian Paul**, **Tim O'Connell**, **Steve Weaver**, **Robert Poitier**, **Frank Creyaufmiller**, **Charles Hayek**, **Mike Dahan**, **Al Bernetti**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

b. **Approval of Motion declaring certain properties to be surplus and authorizing staff to issue an RFP/RFQ for the properties commonly known as the City owned parcels at the HD King former site.**

Due to a procedural matter from the May 23, 2017 Special Planning Board meeting, this items was added at the beginning of the meeting and is being presented again.

Ms. Grohall gave a brief overview on the surplus properties for Planning Board members that were not able to attend the meeting.

Motion was made by Marcia Baker, **and seconded by Robert Poitier to approve Parcels 4, 5 and 6 on the attached map indicated with a blue outline, known by the parcel IDs 2410-503-0030-000-8, 2410-503-0012-010-9, and 2410-503-0043-000-2, to be surplus and authorizing staff to issue an RFP/RFQ for the properties commonly known as the City owned parcels at the HD King former site.**

AYE: **Mike Dahan**, **Al Bernetti**, **Marcia Baker**, **Brian Paul**, **Tim O'Connell**, **Steve Weaver**, **Robert Poitier**, **Frank Creyaufmiller**, **Charles Hayek**, **Chairman Bob Burdge**

Passed

8. BOARD COMMENTS

Ms. Baker asked Mr. Messer to research whether or not abstaining would be allowed, when an item is coming back for a second hearing and the Board member is not informed enough to be able render an opinion, because of his or her absence at the first hearing.

9. ADJOURNMENT

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, MAY 18, 2017, IN THE FORT PIERCE COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Present: FP Police; SLC Engineering; FPUA Electric; FP Planning; FP Building; FP Engineering; SLC Fire District

Absent: FP Code; SLC TPO; SLC Planning; SLC Surveyor; FPUA Water/Wastewater; FP Public Works

Staff Present: Rebecca Grohall, Planning Director
Kori Benton, Senior Planner
Alicia Rosenthal, Executive Assistant

4. **Approval of Minutes**

a. Minutes from the April 20, 2017 meeting
Motion was made by FP Building, and seconded by FP Police to approve the minutes from the April 20, 2017 meeting.

AYE: SLC Engineering, FPUA Electric, FP Building, FP Engineering, SLC Fire District, FP Police
Passed

5. New Business:

a. **Preliminary Plat – Premier Subdivision – 6505 Metal Drive - (Kori Benton)**

Mr. Benton: The subject request entails a subdivision of land at Metal Drive and Reynolds Drive. Presently the parent parcel contains a 60 foot wide section of property devoted to rodeway. A rodeway and sidewalks exist. There is also a hotel developed at the corner section of the property abutting Metal Drive and Reynolds Drive. The applicant is seeking to subdivide, creating two commercial parcels of land that are able to be developed in the future.

Planning and FP Engineering comments are attached. No other departments had comments.

Rich Laventure, Laventure & Associates: Can we make a payment in lieu of building a sidewalk? I suspect the developer will put a hotel there within the next 2 - 5 years and ultimately build a sidewalk. If we paid up front and built a sidewalk, will we get reimburse for? As it relates to Tract 4, is the city interested in taking over the roadway? If not, we are prepared to provide a solution to the long term maintenance of the roadway that will meet the cities requirements.

Chair Grohall: If you pay the payment in lieu of and there is a developer we may look at a way to defer it through a small bond, if that would be acceptable. The city is not interested in taking over the roadway.

b. **Replat – Block 30 - Pinewood Subdivision - (Kori Benton)**

Mr. Benton: This is a culmination of the Aldi's site plan and the development at the corner of US Highway 1, Ohio Avenue and 3rd Street. The applicant is looking to replat the subject properties. The applicant has acquired multiple parcels, unified them, and they would like to subdivide the properties into two master tracts: Lot 1 and Lot 2. Lot 1 is to hold Aldi's and Lot 2 is to hold a

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kori Benton, Senior Planner

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

RE : Premier Preliminary Plat – 6505 Metal Drive
TRC No. 17-09000004

DATE : May 17, 2017

RECEIVED
MAY 16 2017

This is to advise you that we have completed the review of the following documents as received by this office on May 4, 2017:

- ☑ Preliminary Plat
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend conditional approval
- ☐ Do not recommend approval

- ☑ Preliminary Plat
- ☐ Building Permit
- ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☑ See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

The following comments shall be addressed prior to City Commission approval of the Preliminary Plat:

1. The first page of the plat (sheet 1 of 2) shall be revised to address the following:
    a. Provide information for the proposed maintenance authority of Tract 4. Depending on the entity and whether appropriate documentation is on file, a separate signature line may need to be added under the Dedication.
2. The second page of the plat (sheet 2 of 2) shall be revised to address the following:
    a. Indicate Tract 4's north boundary line as a solid line.

JRA/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

City Commission Regular Meeting **11.b.**

Meeting Date: 07/03/2017

Re: LG Center Sudivision (Re-plat) - 1412 S US Highway 1

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Final Plat (Replat), submitted by Property Owner(s) LGFTP I LLC, and Applicant, Jason M. Gunther, P.E. of Thomas Engineering, to replat a portion of Block 30, Pinewood Subdivision, According to the Plat thereof as recorded in Plat Book 5, Page 24.The proposed replat seeking to consolidate LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 21A, 22, 22A, 23, 23A, 24, 24A, 25, 25A, 26, 26A, 27, 27A, 28, 28A, 29, 29A, 30 AND 30A, that park of the vacated alleyway lying between said lots, less US 1 right-of-way, and less the south 30 feet of Lots 1 and 30A, into two (2) lots, located at 1412 S US 1 HWY, Fort Pierce, FL. The property is zoned General Commercial (C-3) 2415-601-0448-000-7.

SUMMARY:

- In accordance with Chapter 18 – Subdivisions of the City Code of Ordinances, the applicant is requesting approval of a Final Plat to replat a portion of Block 30, Pinewood Subdivision.
- The proposed replat seeks to consolidated the numerous lots within their land holdings into two (2) larger lots.
- The two (2) lots would provide one merged lot for the 19,787 S.F. Aldi grocery store and its support access, parking, lighting, landscaping, storm water, and pedestrian improvements which are underway, and a second lot, and a second lot to the north between Aldi and White's Tackle subject to future development.
- The encompasses right-of-way and easement dedications to the City, FDOT, FPUA, and between the included lots.
- The applicant is required to install, or provide a surety for, this remaining sidewalk link prior to the recordation of the replat.

RECOMMENDATION:

Approval with the condition that the applicant completes installation of, or filing of a surety for, the remaining sidewalk connection along S. 3rd Street prior to recording of the Plat, in accordance with City Code Section 18-13.

ALTERNATIVES:

Approval with alternative conditions
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Increased Ad-Valorem tax revenue upon completion of the Aldi site development, and possible development of the remaining "out-parcel".

Attachments

Staff Report
4267_Aerial & Zoning Map - 1412 S US 1
Application
Proposed Final Plat (Replat)
Survey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 11:42 AM

Form Started By: Kori Benton
Started On: 06/21/2017 01:52 PM
Final Approval Date: 06/26/2017

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Final Plat (Replat)**
Portion of Block 30 – Pinewood Subdivision
1412 S US Highway 1

DATE: June 21, 2017

STAFF REPORT

Owner/Applicant: LGFTP I LLC
7307 NW 122nd AVE
Parkland, FL 33076

Owner/Applicant: LGFTP I LLC
7307 NW 122nd AVE
Parkland, FL 33076

Requested Action: Approval of a Final Plat (Replat)

Location: **1412 S US Highway 1**

Parcel ID: 2415-601-0448-000-7

Zoning: General Commercial (C-3)

Future Land Use: General Commercial (GC).

Surrounding Zoning:

North	East	South	West
C-3	OS-1	C-3	C-3

Site Size: 3.69 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

In accordance with Chapter 18 – Subdivisions of the City Code of Ordinances, the applicant is requesting approval of a Final Plat to replat a portion of Block 30, Pinewood Subdivision, as recorded in Plat Book 5, Page 24. The property is located at 1412 S US 1 HWY, Fort Pierce, FL. The property is zoned General Commercial (C-3).

The proposed replat seeks to consolidate Lots 1 (less the south 30 feet), 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 21A, 22, 22A, 23, 23A, 24, 24A, 25, 25A, 26, 26A, 27, 27A, 28, 28A, 29, 29A, 30 and 30A(less the south 30 feet), including a vacated alleyway lying between said lots, and separate the holdings into two (2) larger lots.

The two (2) lots would provide one merged lot for the 19,787 S.F. Aldi grocery store and its support access, parking, lighting, landscaping, storm water, and pedestrian improvements which are underway, and a second lot, and a second lot to the north between Aldi and White's Tackle subject to future development.

The replat further encompasses dedication of right-of-way to FDOT for the right turn lane into the development, a dedication of right-of-way at the intersection of US 1 and Ohio, and a roadway easement along South 3rd Street. Additionally, the applicant is providing reservations for utility, drainage, and shared access easements for both private lots. The replat acknowledges the land acquired in 2008 by the City of Fort Pierce which is necessary to advancing reconfiguration of Ohio Avenue east of US Highway 1.

Sidewalks exist along the western boundary of the plat, and are planned for installation along the southern and a portion of the east boundary in accordance with the approved Site Plan for Aldi. A 208.48 ft. gap in the sidewalk remains between the Lot allocated for Aldi and the sidewalk connection installed with White's Tackle. The applicant is required to install, or provide a surety for, this remaining sidewalk link prior to the recordation of the replat.

Technical Review Committee

All affected departments have reviewed the proposed Final Plat for consistency with the requirements of the City Code.

The applicant will be coordinating with Gregory S. Fleming, PSM, of NorthStar Geomatics, Inc. the City's reviewing surveyor, to complete the final inspections and certifications of the Plat prior to action by the City Commission.

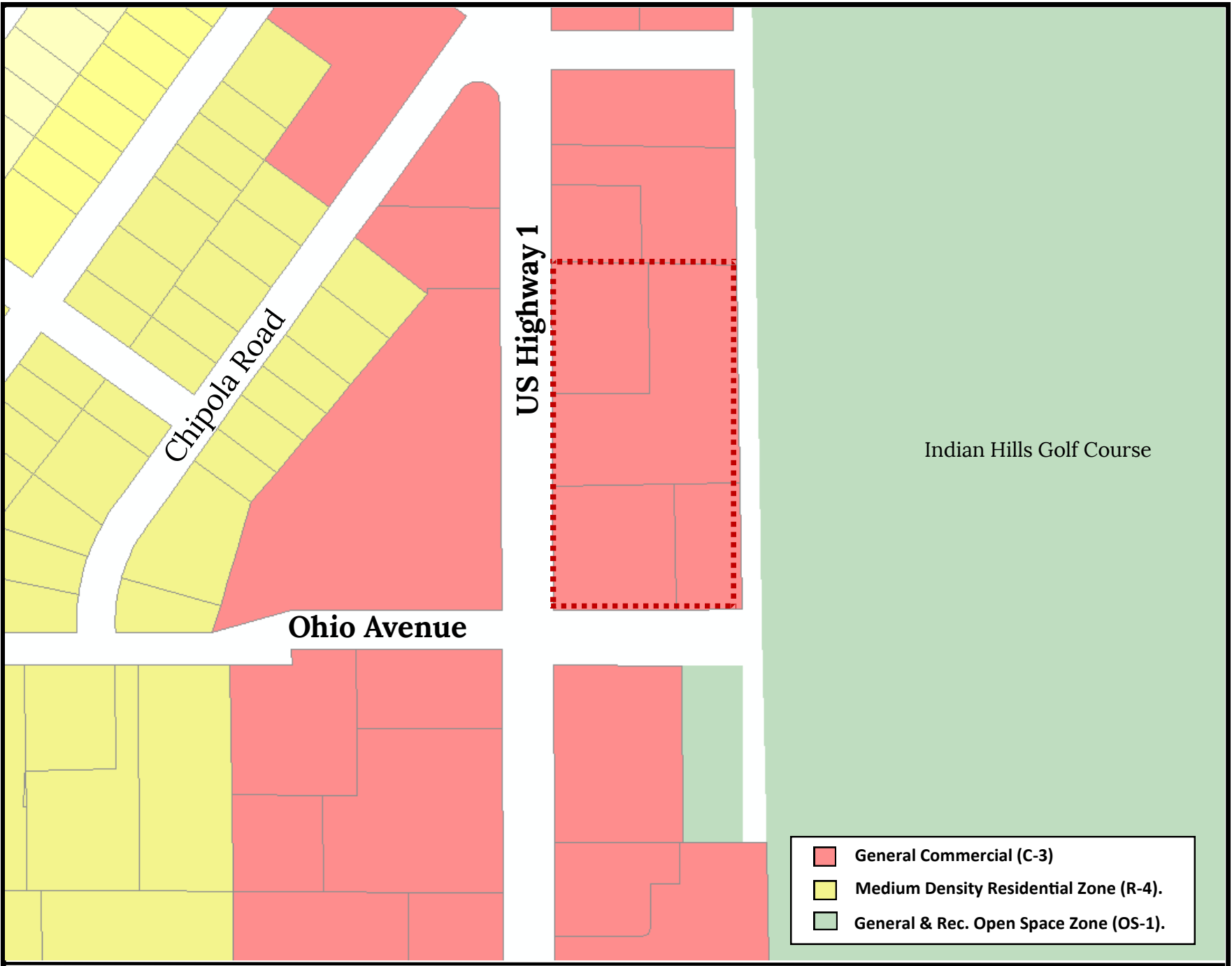
Staff Recommendation:

The proposed Final Plat is consistent with applicable City Code and the Comprehensive Plan therefore Staff recommends **approval** with the condition that the applicant completes installation of, or filing of a surety for, the remaining sidewalk connection along S. 3rd Street prior to recording of the Plat, in accordance with City Code Section 18-13.

THE SUNRISE CITY FORT PIERCE Florida

Aldi - Aerial

1412 S US Highway 1



THE SUNRISE CITY FORT PIERCE Florida

Aldi - Zoning Map

1412 S US Highway 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Subdivision

Property address or Location NEC Ohio Avenue and US1

Parcel ID #(s) 2415-601-0450-000-4, 2415-601-0454-010-5, 2415-601-0449-000-4 and 2415-601-0448-000-7

Project description PLAT

S and S Land Company, First Citizens Premises, LGFTP ILLC/ Jason Gunther, Manager Thomas Engineering Group LLC

Property Owner(s)
7307 NW 122nd Ave

Street Address
Parkland FL 33076

City State Zip
954-755-5817

Phone Number
rich@lginvest.net

Email Address

Applicant/Representative, Title, Company
125 W. Indiantown Rd. Suite 206

Street Address
Jupiter FL 33458

City State Zip
561-203-7503

Phone Number
jgunther@thomaseg.com

Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA Palm Beach COUNTY

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by Rich Leonardi who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal)

CHRISTINA N MARSH
MY COMMISSION # FF223327
EXPIRES April 22, 2019
FloridaNotaryService.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

Fees _____ Control # _____ B. Permit # _____

Intake Date Stamp

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☑ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☑ A copy of the deed
- ☐ Concurrency application, complete
- ☑ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

☑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☑ A copy of the deed
- ☑ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☑ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

PERMITTING AUTHORIZATION

TO THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, STATE FLORIDA AND/OR OTHER GOVERNMENTAL AGENCIES AND SUBDIVISIONS AND DEPARTMENTS OF SAME AND PUBLIC UTILITIES.

For the properties identified as: (1) 1412 S. US Highway 1 PCN 2415-601-0449-000-4 and (2) 1413 S. 3rd Street PCN 2415-601-0448-000-7, Fort Pierce, Florida, which are more particularly described upon **Exhibit "A"** attached hereto and made a part hereof (**"Property"**), I, Jason Laveglia, the Senior Vice President of **First Citizens Premises Co Inc**, a Florida Corporation (**"Owner"**), hereby authorize **JASON GUNTHER, P.E. Thomas Engineering Group, c/o 125 W Indiantown Road, Suite 206, Jupiter, FL 33458**, to submit development review and other permit applications and plans and specifications in order to obtain governmental and quasi-governmental permits and approvals pertinent to the development of the Property. The foregoing authorization shall permit the authorized individual and company to submit applications and related materials related to the permits and approvals required for the referenced development of the Property and to obtain such permits and approvals (including without limitation, development review and site plan approval, but not including a building permit), but the authorized individual shall not be authorized to obtain any permit, approval or other similar matter or to enter into any agreement on behalf of Owner which is either binding on the Property or which changes the uses permitted for the Property as of the date of this instrument.

Date: ~~October~~ November 11, 2016

OWNER:

First Citizens Premises Co Inc
By: _____
Name: Jason Laveglia
Title: Senior Vice President

STATE OF New Jersey
COUNTY OF Burlington

The foregoing instrument was acknowledged before me this 17th day of ~~October~~ November, 2016, by Jason LaVeglia as Senior Vice President of **First Citizens Premises Co Inc** a Florida Corporation. He or she is personally known to me or has produced _____ as identification.

_____
Notary Public Signature
Print Name:
My Commission Expires:

WENDY R. BYRNE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/7/2020

EXHIBIT A

Property

Parcel 1
Site Address:
1412 S US HWY 1

Parcel ID: 2415-601-0449-000-4

Legal Description:
PINEWOOD S/D BLK 30 LOTS 1, 2, 3 AND 4-LESS E 100 FT- AND ALL LOTS 27,27A, 28,28A, 29,29A AND 30 AND THAT PART OF ALLEY LYG BTWN SD LOTS-LESS S 30 FT FOR ADDN RD R/W- (0.89 AC) (OR 878-2765)

Parcel 2
Site Address:
1413 S 3rd ST

Parcel ID: 2415-601-0448-000-7

Legal Description:
PINEWOOD S/D BLK 30 E 100 FT OF LOTS 1 TO 4-LESS S 30 FT OF LOT 1 FOR ADD RD R/W AS IN OR 2863-832- (OR 2863-830)

PERMITTING AUTHORIZATION

TO THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, STATE FLORIDA AND/OR OTHER GOVERNMENTAL AGENCIES AND SUBDIVISIONS AND DEPARTMENTS OF SAME AND PUBLIC UTILITIES.

For the properties identified as: (1) 1412 S. US Highway 1 PCN 2415-601-0450-000-4 and (2) 1150 S US HWY 1 PCN 2415-601-0454-010-5, Fort Pierce, Florida, which are more particularly described upon **Exhibit "A"** attached hereto and made a part hereof ("**Property**"), I, _____, the _____ of **S And S Land Company LLC**, a Florida Limited Liability Corporation ("**Owner**"), hereby authorize **JASON GUNTHER, P.E. Thomas Engineering Group, c/o 125 W Indiantown Road, Suite 206, Jupiter, FL 33458**, to submit development review and other permit applications and plans and specifications in order to obtain governmental and quasi-governmental permits and approvals pertinent to the development of the Property. The foregoing authorization shall permit the authorized individual and company to submit applications and related materials related to the permits and approvals required for the referenced development of the Property and to obtain such permits and approvals (including without limitation, development review and site plan approval, but not including a building permit), but the authorized individual shall not be authorized to obtain any permit, approval or other similar matter or to enter into any agreement on behalf of Owner which is either binding on the Property or which changes the uses permitted for the Property as of the date of this instrument.

Date: October 31, 2016

OWNER:

S And S Land Company LLC
By: _____
Name: Scott S. Cuppes
Title: Manager

STATE OF Florida
COUNTY OF Saint Lucie

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by Scott Cuppes as Manager of **S And S Land Company LLC, a Florida Limited Liability Corporation.** He or she is personally known to me or has produced FL DL as identification.

_____
Notary Public Signature
Print Name: Jeff Simon
My Commission Expires: 03/11/2018

Jeff Simon
State of Florida
My Commission Expires 03/11/2018
Commission No. FF 100532

This Instrument Prepared By:

Roger M. Pomerance, Esq.
Roger M. Pomerance, P.A.
1900 Corporate Blvd., NW
Suite 201A, East Building
Boca Raton, Florida 33431

Property Appraisers Parcel
Identification (Folio) Number(s): 2415-601-0449-000/4

Grantee TIN: _____

* Doc Assump: $ 0.00
* Doc Tax : $ 1925.00
* Int Tax : $ 0.00

Joanne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1297122 OR BOOK 0878 PAGE 2765
Recorded: 01-07-94 08:33 A.M.

Warranty Deed

This Warranty Deed, made the 16th day of December 1993, by CHEVRON U.S.A. INC., a Pennsylvania corporation, having a mailing address of P.O. Box 1706, Atlanta, GA 30301 (hereinafter called the "Grantor"), to FIRST CITIZENS PREMISES COMPANY, INC., a Florida corporation, having a mailing address of P.O. Box 370, Fort Pierce, Florida 34954-0370 (hereinafter called the "Grantee").

[Wherever used herein the terms "Grantor" and "Grantee" include the parties to this instrument defined above and each of their respective successors and assigns.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property lying, situate and being in St. Lucie County, Florida and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
(hereinafter called the "Property")

The Property is conveyed subject to the following:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that, except as noted on Exhibit "B", at the time of delivery of this Warranty Deed, Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend same against the lawful claims of all persons whomsoever.

Warranty Deed
-continued-

In Witness Whereof, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

CHEVRON U.S.A. INC.
a Pennsylvania corporation

P. E. Primus
[Signature of Witness]

P. E. PRIMUS
[Printed Name of Witness]

[Signature of Witness]

J.A. ALEXANDER
[Printed Name of Witness]

By: _____

PRINT NAME: T. D. SURYAN

its: ASSISTANT SECRETARY
[PRINT TITLE ABOVE]

[Corporate Seal]

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

I HEREBY CERTIFY that, on this day before me, an officer duly qualified to take acknowledgements, personally appeared T.D. Suryan, as Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, who is personally known to me ~~or who has produced _____ as identification~~, and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes set forth therein.

WITNESS my hand and seal in the County and State last aforesaid this 16th day of December 1993.

BELINDA A. MAYER
COMM. #1004320
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Sept. 6, 1997

Belinda A. Mayer
Print Name: BELINDA A. MAYER
Notary Public
Commission No.: 1004320

My Commission expires: Sept. 6, 1997

EXHIBIT "A"

The following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

Lots 1, 2, 3 and 4, EXCEPT the East 100 feet thereof of each, and all of Lots 27, 27A, 28, 28A, 29, 29A, 30 and 30A, Block 30, of Pinewood Subdivision, according to a plat thereof on file in Plat Book 5, Page 24, of the Public Records of St. Lucie County, Florida, together with all that portion of the alley appurtenant to said lots, which alley has been vacated and closed by the City of Fort Pierce.

Exhibit "B"

1. Taxes for the year 1994 and all subsequent years, which are not yet due and payable.
2. All easements, reservations, exceptions and restrictions of recorded, provided that the reference to said matters herein shall not reimpose same.
3. Zoning and building regulations applicable to the Property.
4. Any state of facts that might be shown by an accurate survey of the Property.
5. Any and all roads or ways over and across the Property.
6. The land described in Exhibit A may not be used for residential, educational or hospital purposes.
7. That certain easement and agreement of even date herewith by and between GRANTOR and GRANTEE and recorded contemporaneously herewith relating to, among other things, environmental assessment and remedial work to be performed by GRANTOR on the Property.
8. Utility poles and overhead power and utility lines, sign at north east corner of Property, and fence running along south boundary line of Property.

OR BOOK 0878 PAGE 2768

OR BOOK 0878 PAGE 2769

State of Florida

Department of State

I certify from the records of this office that CHEVRON U.S.A., INC. is a corporation organized under the laws of Pennsylvania, authorized to transact business in the State of Florida, qualified on January 13, 1936.

The document number of this corporation is 804503.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1993, that its most recent annual report was filed on June 11, 1993, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of September, 1993

Jim Smith

Jim Smith
Secretary of State

CR2EO22 (2-91)

OR BOOK 0878 PAGE 2770

CERTIFICATE OF CORPORATE RESOLUTION

CHEVRON U.S.A. INC.

RESOLVED: That any officer of this Corporation or any division thereof be, and each of them is hereby, empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

(1) Leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00) or the acreage exceeds 6,400 acres;

(2) Deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00);

(3) Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;

(4) Documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of any bank accounts of this Corporation, and be it further

RESOLVED: That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

RESOLVED: That any officer of this Corporation or of any division thereof, be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Corporation usually for a term of one (1) year but in no instance to exceed a term of five (5) years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

RESOLVED: That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded.

I, **HARRY P. DAVIS, JR.**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions adopted by unanimously written consent of Directors of said Corporation dated July 24, 1992 and that said resolutions are in full force and unrevoked.

WITNESS my hand and seal of said Corporation this 30 day of December, 1993.

Harry P. Davis

Harry P. Davis, Jr.
Assistant Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

May 3, 1993

Department of State

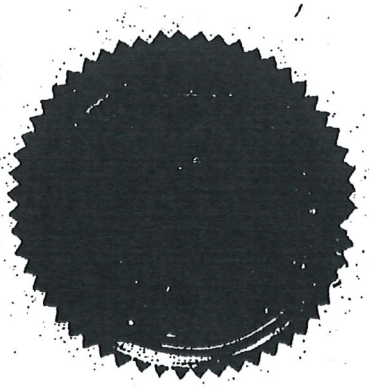
OR BOOK 0878 PAGE 2771

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

CHEVRON U.S.A. INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Secretary of the Commonwealth

clk

OR BOOK 0878 PAGE 2772

State of Florida

Department of State

I certify from the records of this office that FIRST CITIZENS PREMISES COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on March 9, 1992.

The document number of this corporation is V19876.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1993, that its most recent annual report was filed on March 8, 1993, and its status is active.

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

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-fifth day of October, 1993

Jim Smith

Jim Smith
Secretary of State

CR2E022 (2-91)

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3092934 OR BOOK 2863 PAGE 830, Recorded 08/08/2007 at 02:33 PM
Doc Tax: $2572.50

Prepared By and Return to:
David N. Sowerby, Esquire
MELVILLE, SOWERBY & MCCARTY, P.L.
2490 South 25th Street
Fort Pierce, Florida 34981

PARCEL I.D. NOS.:241513300010006 & 241560104480007

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 7TH day of August, 2007, between the **CITY OF FORT PIERCE, FLORIDA,** a Florida municipal corporation, whose post office address is 100 North U.S. Highway One, Fort Pierce, Florida 34950, (hereinafter "Grantor"), and **FIRST CITIZENS PREMISES COMPANY, INC.,** a Florida corporation, whose post office address is Post Office Box 370, Fort Pierce, Florida 34954, (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the exchange of other real property, the receipt whereof is hereby acknowledged, has granted and conveyed to the said Grantee and Grantee's successors and assigns forever, the following described land, (hereinafter "Property") situate, lying and being in the County of St. Lucie, State of Florida, to wit:

Parcel 1: The East 100 feet of Lots 1, 2, 3 and 4, Less and Except the South 30 feet of Lot 1, Block 30, PINEWOOD SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 5, Page 24, Public Records of St. Lucie County, Florida.

Parcel 2: Section 15, Township 35 South, Range 40 East, that part of the South ¾ of the East ½ of the Section lying West of the Westerly right of way of FEC Railroad, less Indian Hills Estates and less the East ½ of the Southeast ¼, and that part of the North 300 feet of the Northeast ¼ of the Southwest ¼ lying East of U.S. 1 - less the West 200 feet as described in O.R. Book 41, Page 21, and less an "L" shaped parcel of land that is the 300 feet long by 30 feet extension of S. 3rd Street and the 25 feet by 96.27 feet long extension of Ohio Avenue. All lying and being in St. Lucie County, Florida.

RESERVING unto Grantor the following Temporary Parking Easements:

Parcel 1 Easement: A temporary parking easement upon Parcel 1 for the use and benefit of the employees and staff of the Grantor's Municipal Golf Course. The temporary parking easement shall terminate upon the earlier of (a) one year from the date of this deed, or (b) the completion of the new golf course maintenance facility. Provided, however, if construction of the new golf course maintenance facility has commenced within one year from the date of the deed, and completion is delayed by strike, act of God, or other occurrence beyond the control of the Grantor, then the term of the temporary parking easement may be extended by written notice from the Grantor, but under no circumstances shall the temporary parking easement extend beyond two years from the date of this deed except by recording in the Public Records of an extension executed by the Grantee.

Parcel 2 Easement: A temporary parking easement upon Parcel 2 for the use and benefit of the patrons of the Grantor's Municipal Golf Course. The temporary parking easement shall terminate upon the earlier of (a) two years from the date of this deed, or (b) the completion of the new golf course club house. Provided, however, if construction of the new golf course club house has commenced within one year from the date of this deed, and completion is delayed by strike, act of God, or other occurrence beyond the control of the Grantor, then the term of the temporary parking easement may be extended by written notice from the Grantor, but under no circumstances shall the temporary parking easement extend beyond thirty months from the date of this deed except by recording in the Public Records of an extension executed by the Grantee.

SUBJECT TO the following Covenants:

The Property is currently zoned General Commercial (C-3). Development of the Property shall be in accordance with the zoning provisions of the Code of Ordinances for the City of Fort Pierce, as they apply to General Commercial (C-3) real property, (or such future designation as may supercede the C-3 designation in the Code of Ordinances), and parking ancillary to the use of adjacent property (including property located opposite the right-of-way for Ohio Avenue). However, development and use of the Property for the following purposes, as such terms are defined or commonly

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3059639 OR BOOK 2822 PAGE 2521, Recorded 05/24/2007 at 02:26 PM
Doc Tax: $4865.00

This Document Prepared By :
Luis Perez, Esq.
Rasco Reininger Perez Esquenazi & Vigil PL
283 Catalonia Avenue, 2nd Floor
Coral Gables, Florida 33134

Parcel ID Number: 2415-601-0454-010/5

Warranty Deed

This Indenture, Made this 15th day of May, 2007 A.D., **Between**
GEC Fl Sarasota 2, L.L.C., a Florida limited liability company

of the County of BROWARD, State of Florida, **grantor,** and
S&S Land Company, LLC, a Florida limited liability company

whose address is: 16 Castle Court, Fort Pierce, FL 34949

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:
See Exhibit "A" attached hereto and made a part hereof

Subject to 2007 real property taxes, reservations, easements and restrictions of record, not intending to reimpose the same.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

GEC Fl Sarasota 2, L.L.C., a
Florida limited liability company

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4298258 OR BOOK 3985 PAGE 880, Recorded 04/17/2017 04:38:08 PM Doc $4200.00

Prepared by and return to:
Kenneth P. Wurtenberger, Esq.
Kopelowitz Ostrow P.A.
One West Las Olas Blvd. Suite 500
Fort Lauderdale, FL 33301
954-525-4100
File Number: **13827-001**
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 11th day of **April, 2017** between **S&S Land Company, LLC, a Florida limited liability company** whose post office address is **315 Ave A, Fort Pierce, FL 34950**, grantor, and **LGFTP I, LLC, a Florida limited liability company** whose post office address is **7307 NW 122 Avenue, Parkland, FL 33076**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

Lots 5, 6, 7, 8, 9, 10, 24A, 25, 25A, 26, and 26A, Block 30, Pinewood Subdivision, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 24, Public Records of St. Lucie County, Florida.

Together with that portion of vacated alley contiguous to above described parcel, as described in Ordinance No. C-118 recorded in O.R. Book 1114, Page 2037, Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2415-601-0450-000-4

and

A portion of Lots 21, 21-A, 22, 22-A, 23, 23-A and 24, Block 30, PLAT OF PINEWOOD, according to the Plat thereof, recorded in Plat Book 5, page 24, Public Records of St. Lucie County, Florida; being more particularly described as follows:

Begin at the Southeast corner of said lot 24; thence North 89°21'12" West along the South line of said Lot 24, for 131.99 feet to a point on the Easterly Right of Way line of South 4th Street, as shown on State of Florida State Road Right of Way Map, of State Road No. 5, Section No. 9401-111, St. Lucie County, Florida, said point also lying 7.00 feet East of the West line of said Lot 24; thence North 00°19'24" East along said right of Way line and also along a line lying 7.00 feet East of and parallel with the West line of said Lots 24, 23-A, 23, 22-A, 22, 21-A and 21, for 203.00 feet to the North line of said Lot 21; thence South 89°21'12" East along the North line of said Lot 21, for 130.76 feet to the Northeast corner of said Lot 21; thence South 00°01'24" East along tho East lines of said Lots 21 thru 24, for 203.01 feet to the Point of Beginning.

LESS AND EXCEPT any portion of the property used for public right-of-way.

Parcel Identification Number: 2415-601-0454-010-5

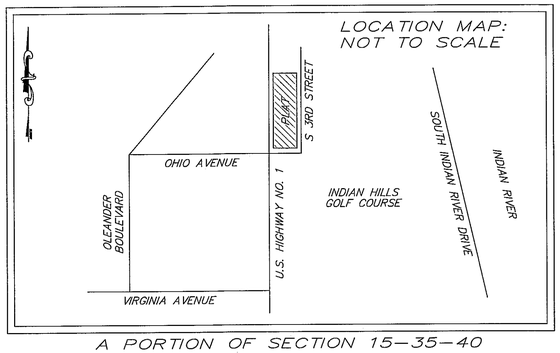
PLAT BOOK: _____
PAGE: _____
DOCKET NO. _____

SHEET 1 OF 1

LG CENTER

BEING A REPLAT OF A PORTION OF BLOCK 30, PINEWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 40 EAST CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY:
BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE NO. (772) 334-0868 – BLOOMSTER@BLOOMSTERSURVEY.NET



A PORTION OF SECTION 15–35–40

CERTIFICATE OF DEDICATION AND DESCRIPTION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

KNOW ALL MEN BY THESE PRESENTS, THAT LGFTP 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LANDS SHOWN HEREON, BEING A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND SHOWN HEREON AS LG CENTER.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PORTION OF BLOCK 30, PINEWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 74 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 30 OF SAID AFOREMENTIONED PLAT; THENCE SOUTH 01°04'34" EAST, ALONG THE EAST LINE OF SAID BLOCK 30, A DISTANCE OF 550.75 FEET TO A POINT ON THE NORTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2863, PAGE 832, ST. LUCIE COUNTY RECORDS; THENCE NORTH 90°00'00" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 295.14 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 80 FOOT RIGHT OF WAY), SAID POINT BEING 7 FEET EAST OF PARALLEL WITH THE ORIGINAL WEST LINE OF SAID BLOCK 30 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94010–2202; THENCE NORTH 00°24'09" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 550.35 FEET TO THE SOUTHWEST CORNER OF LOT 20A, OF SAID BLOCK 30; THENCE NORTH 89°56'19" EAST, ALONG THE SOUTH LINE OF SAID LOTS 10 AND 20A, A DISTANCE OF 288.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL LYING IN THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA CONTAINING 160690.41 SQUARE FEET OR 3.69 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1. TRACTS 'A' AND 'B' AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, IN FEE SIMPLE, FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY PURPOSES.

2. 10' ROADWAY EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED FOR THE SOLE USE OF ROADWAY/UTILITY IMPROVEMENTS TO THE CITY OF FORT PIERCE..

3. CROSS ACCESS EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED TO THE OWNERS OF LOT 1 AND LOT 2 FOR THE BENEFIT OF INGRESS AND EGRESS

4. UTILITY EASEMENTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO FORT PIERCE UTILITY AUTHORITY FOR THE PURPOSES OF ELECTRICAL AND/OR WATER UTILITIES.

5. THE DRAINAGE EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED FOR STORMWATER PURPOSES FOR THE BENEFIT OF LOT 1 THROUGH LOT 2.

IN WITNESS WHERE OF, LGFTP 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ OF LGFTP 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2017.

LGFTP 1, LLC, A LIMITED LIABILITY COMPANY

BY:_____

ACKNOWLEDGMENT AS TO CERTIFICATION OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017. BY, _____, _____ OF LGFTP 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

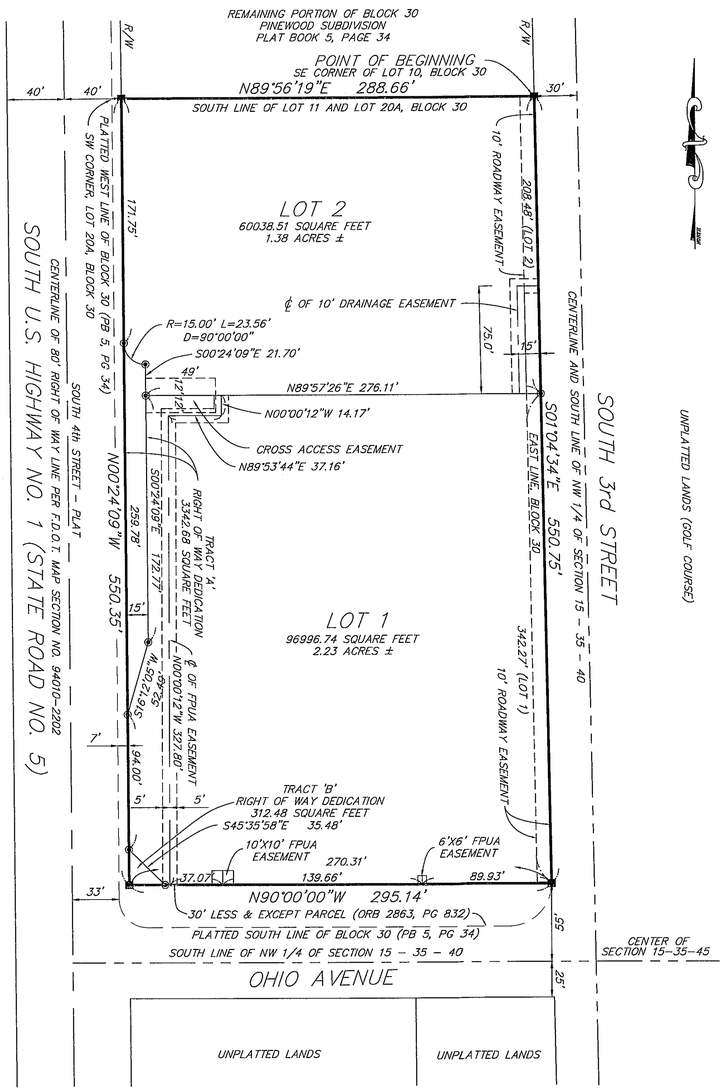
WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

NOTARY PUBLIC: _____ COMMISSION#: _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

SURVEYOR'S NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.
2. THERE MAY BY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. THERE SHALL BE NO BUILDING OR ANY OTHER KIND OF CONSTRUCTION, OR PLACEMENT OF TREES OR SHRUBS UTILITY AND DRAINAGE EASEMENTS.
4. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTHEAST RIGHT OF WAY LINE OF OF U.S. HIGHWAY NO. 1. SAID LINE BEARS NORTH 00°24'09" WEST.
5. PLAT CONTAIN: 160690.41 SQUARE FEET OR 3.69 ACRES, MORE OR LESS.
6. PLAT CONTAINS 2 LOTS.
7. THE COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD 83 ADJUSTED.
8. PER CHAPTER 177, FLORIDA STATUTES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITIES, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



LEGEND AND ABBREVIATIONS:

■ SET 5/8" IRON ROD & CAP (PRM LB 6018)
◉ SET 5/8" IRON ROD & CAP (LB 6018)
PRM = PERMANENT REFERENCE MONUMENT,
LB = LICENSED BUSINESS
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT OF WAY
R = RADIUS
D = DELTA OR CENTRAL ANGLE
L = ARC LENGTH
℄ = CENTERLINE
FPUA = FORT PIERCE UTILITY AUTHORITY

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

TITLE CERTIFICATION:

I, _____, AN ATTORNEY DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT AS OF _____, 2017.

1. APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF LG CENTER IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.

2. ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LIST AS FOLLOWS: NONE.

PURSUANT TO FLORIDA STATUTE, 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2016.

DATED _____ DAY OF _____, 2017

BY: _____

CITY ATTORNEY:

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

BY: _____
JAMES M. MESSER
CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION. THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THE _____ DAY OF _____, 2017.

THIS _____ DAY OF _____, 2017.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

CLERK'S CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF LG CENTER, AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF FLORIDA. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2017 AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT

BY: _____
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

PLANNING AND DEVELOPMENT SERVICES APPROVAL:

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS AND MINIMUM LOT DIMENSION REQUIREMENT OF THE C-3 ZONING DISTRICT, AS SET FORTH IN SECTION 0.01.00 OF THE CITY OF FORT PIERCE DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2017

BY: _____
REBECCA GROHALL
DIRECTOR OF PLANNING, PLANNING DEPARTMENT
FORT PIERCE, FLORIDA

SURVEYOR'S REVIEW CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

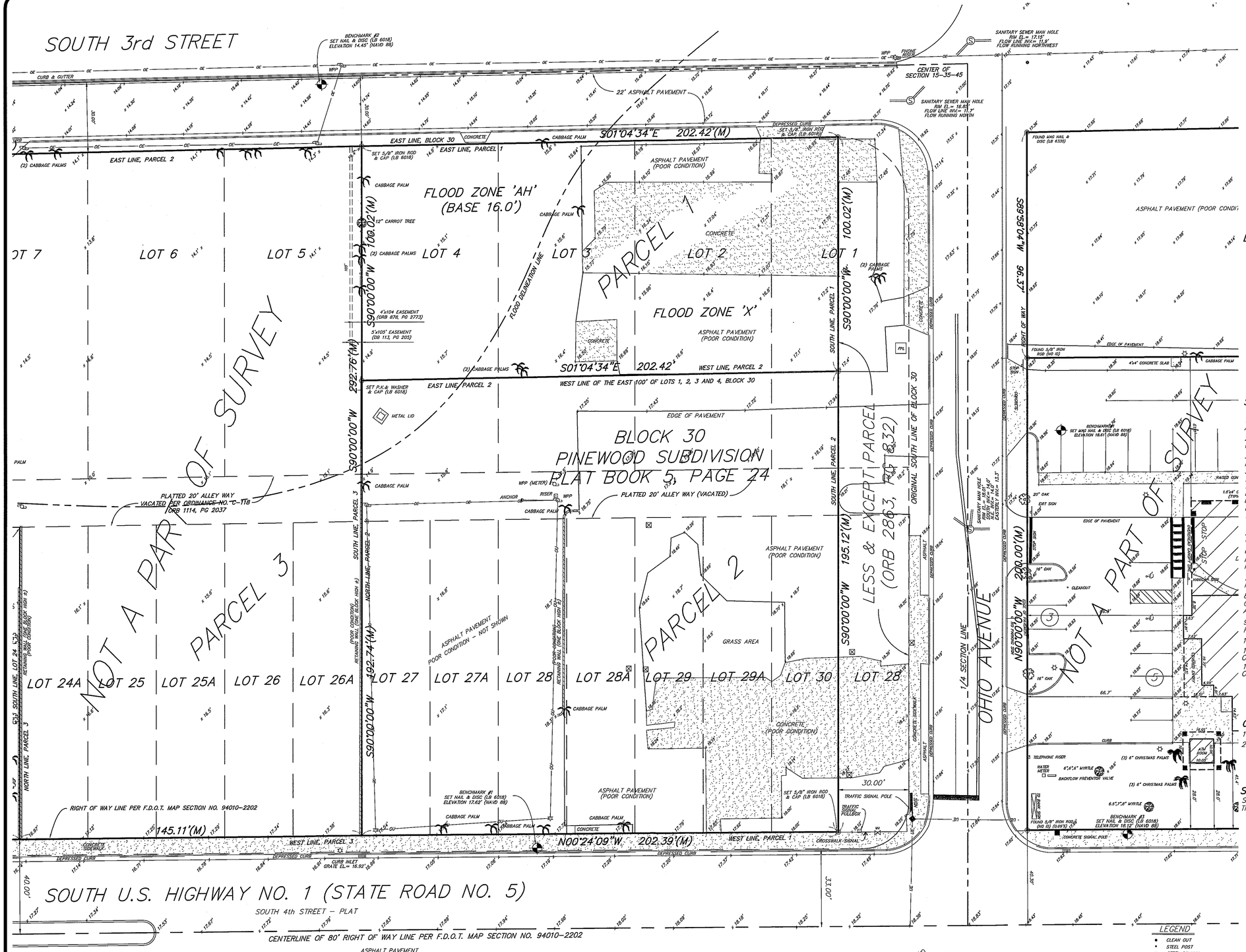
IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

_____ DATE: _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR CITY OF FORT PIERCE, FLORIDA

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON _____, HE COMPLETED THE SURVEY OF LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS AND ALL CORNERS WILL BE PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND THAT SAID LAND IS LOCATED IN ST. LUCIE COUNTY, FLORIDA.

_____
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4134
FLORIDA LICENSED BUSINESS NO. 6018



LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 100 FEET OF LOTS 1, 2, 3 AND 4, BLOCK 30, PINEWOOD SUBDIVISION, ACCORDING TO THE MAP AND PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 30 FEET OF THE ABOVE DESCRIBED PROPERTY AS CONVEYED TO THE CITY OF FORT PIERCE, FLORIDA BY THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 832, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

LOTS 1, 2 3 AND 4, LESS AND EXCEPT THE EAST 100 FEET THEREOF OF EACH, AND ALL OF LOTS 27, 27A, 28, 28A, 29, 29A, 30 AND 30A, BLOCK 30, PINEWOOD SUBDIVISION, ACCORDING TO THE MAP AND PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; TOGETHER WITH ALL OF THAT PORTION OF THE ALLEY APPURTENANT TO SAID LOTS, WHICH ALLEY HAS BEEN VACATED AND CLOSED BY THE CITY OF FORT PIERCE LESS AND EXCEPT THE SOUTH 30 FEET OF THE ABOVE DESCRIBED PROPERTY AS CONVEYED TO THE CITY OF FORT PIERCE, FLORIDA BY THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 832, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE SURVEYED IN ACCORDANCE WITH ATTORNEY'S TITLE FUND SERVICES, LLC FUND FILE NUMBER: 407208, DATED: FEBRUARY 1, 2017.
   SCHEDULE B -- SECTION II
   EXC. #5: ORB 2863, PG 830 - DOES NOT AFFECTS PROPERTY, EXCLUDED SOUTH 30'
   EXC. #6: ORB ORB 878, PG 2765 - AFFECTS PROPERTY, UNPLOTTABLE
   EXC. #7: ORB 878, PG 2773 - AFFECTS PROPERTY, AS SHOWN ON SKETCH
   EXC. #8: ORB 878, PG 2778 - AFFECTS PROPERTY, BLANKET EASEMENT IN NATURE
   EXC. #9: PLAT BOOK 5, PAGE 24 - AFFECTS PROPERTY, NO PLOTTABLE EXCEPTIONS
4. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF S.00°24'09"E. ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.
5. ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. CONVERSION TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ADD 1.48'
6. TOTAL SITE AREA: 59490.32 SQUARE FEET OR 1.37 ACRES MORE OR LESS.
   PARCEL 1: 20241.26 SQUARE FEET OR 0.46 ACRES ±
   PARCEL 2: 39248.46 SQUARE FEET OR 0.90 ACRES ±
7. THIS SITE LIES IN FLOOD ZONE 'X' AND 'AH' (BASE 16') AS SCALED AND INTERPOLATED FROM FEMA MAP PANEL NO.120286-0187-J, DATED: FEBRUARY 16, 2012.
8. LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.
9. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. OWNERSHIP OF FENCE AS SHOWN, IF ANY, ARE NOT DETERMINED BY THIS SURVEY.
11. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
12. THERE WAS NO OBSERVED EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

CERTIFICATIONS:

1. TDBANK, NATIONAL ASSOCIATION
2. ATTORNEY'S TITLE FUND SERVICES, LLC

SURVEYOR'S CERTIFICATION:

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF SECTION 15 - 35 - 40
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

LEGEND

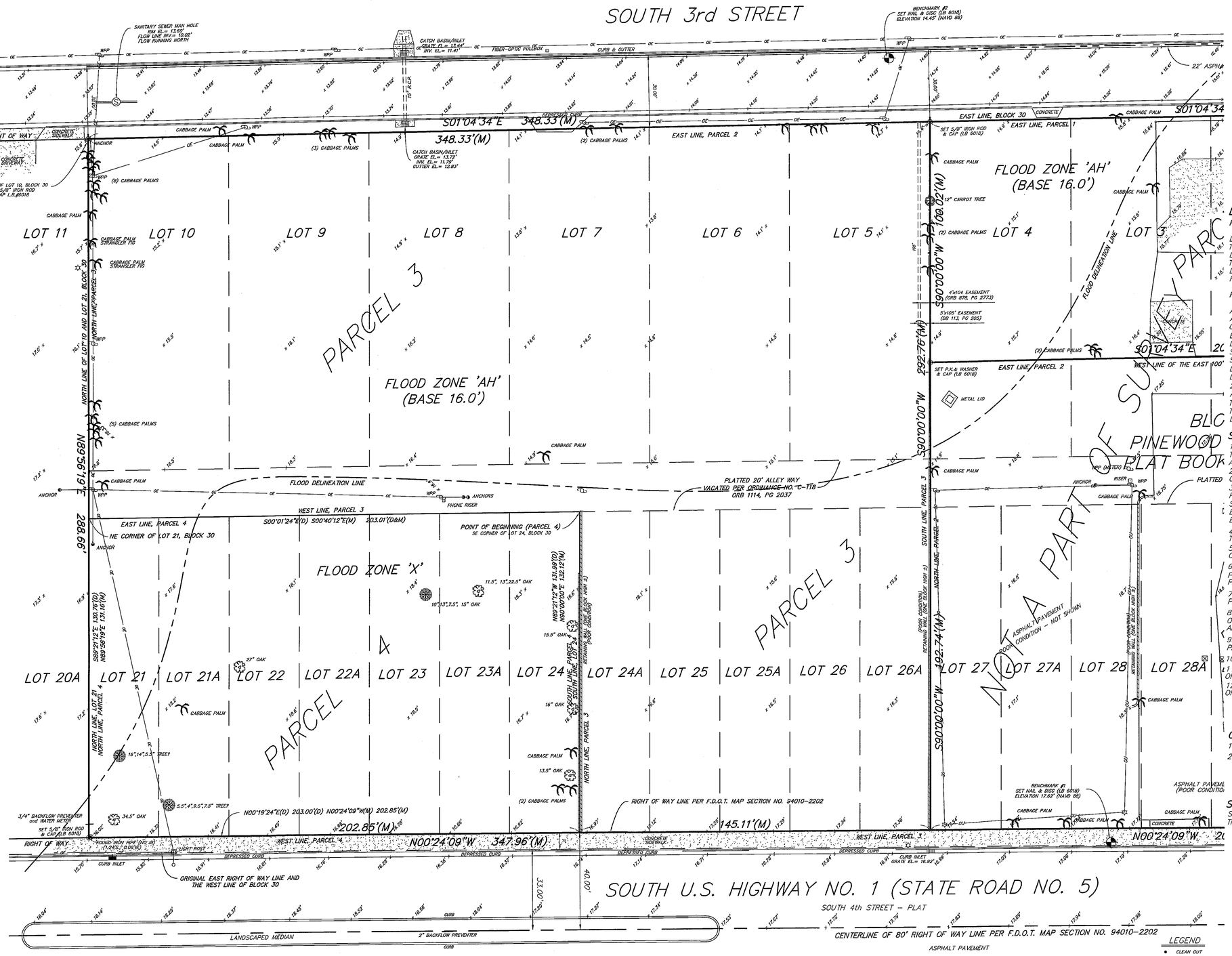
- CLEAN OUT
- STEEL POST
- STEEL COLUMN
- POWER POLE
- METAL LID
- MANHOLE
- LIGHT POST
- INVERT
- EL. ELEVATION
- P.R.M. PERMANENT REFERENCE MONUMENT
- C.B.S. CONCRETE BLOCK STRUCTURE
- WATER VALVE
- FIRE HYDRANT
- SPOT ELEVATIONS

BLOOMSTER
PROFESSIONAL LAND SURVEYORS, INC.
L.B. #6018

641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 1		
DRAWN BY: DPK		
SCALE: 1" = 20'		
FIELD WORK COMPLETED: 2/23/17		
FIELD BOOK: SKETCH		
JOB NO. 12378		
REVISIONS		
DATE:	DESCRIPTION:	BY:
3/28/17	REV. T.C.	DPK

TDBANK, N.A.
1600 SOUTH U.S. HIGHWAY NO. 1
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF SECTION 15 – 35 – 40
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL 3:

LOTS 5, 6, 7, 8, 9, 10, 24A, 25, 25A, 26 AND 26A, BLOCK 30, PINEWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
TOGETHER WITH THAT PORTION OF VACATED ALLEY CONTIGUOUS TO ABOVE DESCRIBED PARCEL, AS DESCRIBED IN ORDINANCE NO. C-118 RECORDED IN OFFICIAL RECORDS BOOK 1114, PAGE 2037, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:

A PORTION OF LOTS 21, 21-A, 22, 22-A, 23, 23-A AND 24, BLOCK 30 OF PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 24; THENCE NORTH 89°21'12" WEST ALONG THE SOUTH LINE OF SAID LOT 24, FOR 131.99 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH 4th STREET AS SHOWN ON STATE OF FLORIDA STATE ROAD RIGHT OF WAY MAP, OF STATE ROAD NO. 5, SECTION 9401-111, ST. LUCIE COUNTY, FLORIDA; SAID POINT ALSO LYING 7.00 FEET EAST OF THE WEST LINE OF LOT 24; THENCE NORTH 00°19'24" EAST ALONG SAID RIGHT OF WAY LINE AND ALSO ALONG A LINE LYING 7.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 24, 23-A, 23, 22-A, 22, 21-A, AND 21, FOR 203.00 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE SOUTH 89°21'12" EAST ALONG THE NORTH LINE OF SAID LOT 21, FOR 130.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE SOUTH 00°01'24" EAST ALONG THE EAST LINES OF SAID LOTS 21 THRU 24, FOR 203.01 FEET TO THE POINT OF BEGINNING.
LESS THE EXCEPT ANY PORTION OF THE PROPERTY USED FOR PUBLIC RIGHT OF WAY.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE SURVEYED IN ACCORDANCE WITH ATTORNEY'S TITLE FUND SERVICES, LLC FUND FILE NUMBER: 3738137, DATED: OCTOBER 24, 2016.
SCHEDULE B -- SECTION II
EXC. #5: PLAT BOOK 5, PAGE 24 – AFFECTS PLOTTABLE, NO PLOTTABLE EXCEPTIONS
EXC. #6: ORB 113, PG 205 – AFFECTS PROPERTY, AS SHOWN ON SKETCH OF SURVEY
4. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF S.00°24'09"E. ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.
5. ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. CONVERSION TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ADD 1.48'
6. TOTAL SITE AREA: 101200.08 SQUARE FEET OR 2.32 ACRES MORE OR LESS.
PARCEL 3: 74490.02 SQUARE FEET OR 1.71 ACRES ±
PARCEL 4: 26710.06 SQUARE FEET OR 0.61 ACRES ±
7. THIS SITE LIES IN FLOOD ZONE 'X' AND 'AH' (BASE 16') AS SCALED AND INTERPOLATED FROM FEMA MAP PANEL NO.120286-0187-J, DATED: FEBRUARY 16, 2012.
8. LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.
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ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

ASPHALT PAVEMENT
NIBSON

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

LEGEND
- CLEAN OUT
- STEEL POST
- STEEL COLUMN
- POWER POLE
- METAL LID
- MANHOLE
- LIGHT POST
- INV. INVERT
- EL. ELEVATION
- P.R.M. PERMANENT REFERENCE MONUMENT
- C.B.S. CONCRETE BLOCK STRUCTURE
- R RADIUS
- L LENGTH
- D DELTA
- WATER VALVE
- FIRE HYDRANT
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641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 1	
DRAWN BY:	DPK
SCALE:	1" = 20'
FIELD WORK COMPLETED:	2/23/17
FIELD BOOK:	SKETCH
JOB NO.	12378

REVISIONS

DATE:	DESCRIPTION:	BY:
3/28/17	REV. T.C.	DPK

TDBANK, N.A.
1600 SOUTH U.S. HIGHWAY NO. 1
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

City Commission Regular Meeting **11.c.**

Meeting Date: 07/03/2017

Re: Presentation and First of Two (2) Public Hearings for 2017-2018 CDBG Annual Action Plan

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Presentation and First of Two (2) Public Hearings for 2017-2018 CDBG Annual Action Plan.

SUMMARY:

Draft CDBG Annual Action Plan for 2017-2018 program year are available for public review and comment June 25-August 1, 2017. Presentation will be followed by two public hearings, as required by HUD. 2nd public hearing will be held August 7, 2017. Plan will be submitted to HUD by Aug. 15.

RECOMMENDATION:

Allow presentation and public hearing for the 2017-2018 Annual Action Plan.

ALTERNATIVES:

Do not apply presentation and public hearing.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	10390025544960
Amount:	481,374

OTHER INFORMATION:

This funding will be available after October 1, 2017 for the 2017-2018 program year (October 1, 2017-September 30, 2018).

Attachments

Draft - 2017 Action Plan

Form Review

Inbox	Reviewed By	Date

Finance Department	Karen Logue	06/23/2017 11:16 AM
City Manager	Nick Mimms	06/26/2017 11:43 AM
Form Started By: Libby Woodruff		Started On: 06/21/2017 01:10 PM
Final Approval Date: 06/26/2017		

CITY OF FORT PIERCE, FLORIDA

Honorable Linda Hudson, Mayor

2017-2018 ANNUAL ACTION PLAN

October 1, 2017 through September 30, 2018

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

U.S. Department of Housing and Urban Development

DRAFT

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The primary objective of the City of Fort Pierce Community Development Block Grant program is the development of a viable urban community, including decent housing and a suitable living environment, for persons of very low to moderate income, and to stabilize and expand small businesses.

The City of Fort Pierce will achieve this primary objective through a program where not less than 70% of funds will support activities that benefit low- and moderate-income persons and prevent or eliminate slum or blight. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives as indicated below.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

ECONOMIC DEVELOPMENT - Provide a technical assistance, grants and a marketing/ advertising and development campaign form small businesses; provide Annual Job Fair and Minority Business Expo. **Total CDBG funds - $60,000**

PUBLIC SERVICES - Allocate funds via grants to nonprofit organizations that serve low to moderate income citizens in the city; provide Summer Jam basketball program in Lincoln Park neighborhood; provide services for homeless children. **Total CDBG funds - Total CDBG funds - $70,000**

PUBLIC FACILITIES – Provide playground and park improvements; provide improvements to facilities open to the public. **Total CDBG funds - $20,000**

OWNER-OCCUPIED HOUSING REHAB ASSISTANCE - Provide a weatherization program for very low income-qualified citizens aimed at improving their home's ability to withstand the elements; Provide paint, paint supplies and various materials needed for World Changers and Paint Our Town volunteers to provide home repairs and paint homes located in lower income neighborhoods to improve deteriorating housing stock. **Total CDBG funds - $40,000**

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NEIGHBORHOOD REVITALIZATION – Support community based development organizations that promote neighborhood revitalization, energy conservation, economic development, heritage tourism and historic preservation; Promote local art and cultural heritage and historic preservation with various 'creative placemaking' projects designed to recognize, promote and celebrate Native and African American, Latino/Hispanic, Cuban and Haitian cultures throughout the city. Funds may be used as "match" grant opportunities and to maintain and/or create new arts and cultural heritage projects. **Total CDBG funds - $200,000**

GRANT ADMINISTRATION - Allocate funds to provide oversight, management, monitoring, fair housing compliance, and CDBG program coordination, budgeted at 20% of CDBG grant award, LESS $5,000 for Fair Housing Workshops. **Total CDBG funds - $91,374**

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Fort Pierce continues to pursue state and federal funding opportunities and collaborative partnerships to leverage CDBG and SHIP funding to address housing and economic development needs of its lower income citizens and neighborhoods.

Percentages CDBG dollars expended by category **as of the end of July 2017**:

Public Service Projects - %

Home Rehabilitation – %

Code Enforcement – %

Community-Based Development Organizations – %

Economic Development – %

Public Facilities – %

Infrastructure Improvements – %

Promotion of Local Art & Cultural Heritage - %

Program Administration – %

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In total, the City of Fort Pierce expended $____ in CDBG funds for program year 2016-17 (program year began October 1, 2016), **by the end of July, 2017**. Funding was utilized in the pursuit of the City's and HUD's mutual goals of providing decent housing, creating a suitable living environment, and expanding economic opportunities. An overview of the expenditures:

Public Service Projects – The City expended $___ for 14 public service projects for LMI citizens. These projects are currently underway and will be complete by the end of this year.

Home Rehabilitation – The City expended $___ for paint, paint supplies, materials and community outreach for World Changers and Paint Our Town programs to improve homes of lower income citizens and reduce the deteriorated housing stock in historic neighborhoods. $____ was also expended on Weatherization/home rehabs for very low income citizens. A total of ___ homes were improved through the World Changers, Paint Our Town and Weatherization programs.

Code Enforcement – The City expended $____ for Code Enforcement services in lower income neighborhoods. This year, more than ___ homes have been inspected by these employees.

Community Based Development Organizations – The City expended $_____ to support CBDO's that promote economic development, job creation, tourism, historic preservation and energy efficiency improvements.

Economic Development – The City expended $____ for marketing/advertising to strengthen the capacity and sustainability of existing micro-enterprise businesses. The City expended $____ for workshops, technical assistance and grants for small businesses located in lower income neighborhoods. More than 80 businesses participated in these activities. The city expended $____ to provide the 2nd Annual Fort Pierce Job Fair in a very low income neighborhood. More than 60 employers and 500 career seekers participated.

Public Facilities – The City expended $___ for improvements to public facilities. $___ was expended for improvements to playgrounds located in lower income neighborhoods.

Infrastructure Improvements – The City expended $_____ on infrastructure improvements in LMI neighborhoods.

Promotion of Local Art and Cultural Heritage – The City expended $___ to recognize, promote and celebrate Native and African American Latino/Hispanic, Cuban and Haitian cultures throughout the City.

Program Administration – The City expended $___ for project oversight, management, monitoring and coordination of the CDBG program.

4. Summary of Citizen Participation Process and consultation process

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Summary from citizen participation section of plan.

Pursuant to the Consolidated Plan regulations under 24 CFR Parts 91, 92, 570, 574, 576, and 968, and Section 91.105, the City of Fort Pierce has implemented its Citizen Participation Plan to include and incorporate provisions that affect the Community Development Block Grant (CDBG) Program.

This Plan represents a coordinated attempt to achieve maximum involvement of the City Commission, Communitywide Council, various community groups, supportive social service organizations and every citizen of the City of Fort Pierce with emphasis on participation by persons of extremely low, very low, low and moderate income residents.

The City strives to keep all interested parties informed about opportunities for involvement in each phase of the Consolidated Plan process, including providing opportunities to comment on Plan submissions to HUD, any substantial amendment of the Plan, and the annual performance report.

The intent is to provide opportunities for all citizens to participate in the planning and development the Plan that has the following objective:

The development of a viable community including decent, safe, and sanitary housing and a suitable living environment for persons of very low, low and moderate income, and stabilizing and expanding small businesses.

Prior to the City adopting the 2017-2018 Annual Action Plan, the following actions were taken:

- The survey was available in English and Spanish via the City's website from June 15 through July 15, 2017. A press release promoting the survey was published in a local daily newspaper, on the City's website through social media, through local churches and more than 40 supportive service organizations. Hardcopies of the survey were available at the supportive service agencies, Fort Pierce City Hall or by mail or fax, upon request. The Survey opportunity was also advertised in the Lincoln Park Main Street newsletter and in the LaVoz Spanish newspaper.
- A total of ____ completed surveys were received by the City from citizens and supportive service agencies and organizations.
- The City made available to citizens, public agencies, and other interested parties information that included the approximate amount of assistance the City will receive and the range of proposed activities to be undertaken, including the amounts to benefit persons of extremely low, very low and low income.
- A Draft 2017-2018 Action Plan in English and Spanish was made available for citizens, public agencies and other interested parties to examine through posting on the City's website, and by reproducing copies and making them available at the Fort Pierce City Hall. A draft summary of the proposed Plan was also displayed on the City's local television station, in English and Spanish, on the City's Facebook page and in two newspapers of local circulation. The summary

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also listed the dates and times for the two public hearings that were conducted at regularly-scheduled City Commission meetings as well as staff contact information. Copies of the proposed Plan were also available to citizens to review via U.S. mail, upon request.

- A presentation of the Draft 2017-2018 Action Plan was provided to the Communitywide Council (CWC) (Advisory Council) at their regularly scheduled meeting on July 12, 2017.
- Two public hearings were held during the development of the Plan during regularly scheduled meetings of the Fort Pierce City Commission. The first hearing was held on July 3, 2017 following a presentation of the proposed Plan activities by City Staff. The second public hearing was held during a regularly-scheduled City Commission meeting on August 7, 2017. Citizen comments relating to the Action Plan made during the public meeting and two public hearings are attached to this Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public Comments received will be placed here.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views received were accepted.

7. Summary

The City of Fort Pierce will continue to receive annual CDBG allocations to benefit the low- and moderate-income residents and areas in the community. CDBG projects recommended for funding for the 2017 program year meet the priority goals and objectives identified in the 2016-2020 Consolidated Plan. The City will evaluate past performance and make adjustments in the future to better serve the needs of the community. Residents and providers will continue to be informed and invited to participate in the CDBG process to ensure projects meet the community needs. The City will continue to affirmatively further fair housing through the projects selected for funding, and address the impediments outlined in the 2016-2020 Assessment of Fair Housing Choice Report.

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Finance Department/Grants Administration Division

Table 1 – Responsible Agencies

Narrative (optional)

The City of Fort Pierce Grants Administration Division located in the Finance Department is the lead entity charged with preparing the Consolidated Plan, the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). In this capacity, the City works in cooperation with other key government agencies, non-profit agencies and for-profit agencies addressing affordable housing, and other community development issues. Collaborative partnerships with key stakeholders are indispensable to the community's success in addressing the needs of low and moderate-income residents and improving the quality of life for all the residents. These partnerships help to ensure that all residents, regardless of race, gender, age, income level, or disability, have equal access to affordable housing, community development resources, jobs, and services available in the City.

Consolidated Plan Public Contact Information

Public Contact Information: City of Fort Pierce Grants Administration Division; 100 North U.S. Hwy. 1, Fort Pierce, FL 34950; 772-467-3169; email: ewoodruff@city-ftpierce.com

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Fort Pierce recognizes that the preparation of the Annual Action Plan requires discussion and consultation with many diverse groups, organizations, and agencies. During the planning process for the Annual Action Plan, the City encouraged citizen, nonprofit and for profit participation. In the course of preparing this document, City staff provided a Community Needs Assessment Survey, community presentations, public hearings and met with supportive service providers within the City to discuss and gather input on their ideas for improving community development needs within the City.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To be inclusive of various agencies and organizations, the City disseminated Community Needs Assessment Surveys to an outreach list that included the following types of local agencies: · Nonprofit service providers that cater to the needs of low and moderate income households and persons with disabilities or special needs; · Housing professionals; · Public agencies; · Economic development and employment organizations; · Local Housing Authority; · Government staff of participating jurisdictions; and · Community and neighborhood groups. Copies of Press Releases promoting the availability of the survey were sent to more than 40 supportive service agencies and real estate companies, employment organizations, community and neighborhood groups, housing professionals and County offices. Survey results were compiled and used in the creation of this Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Fort Pierce is a member of the Treasure Coast Homeless Services Council, the CoC for Indian River, St. Lucie, Martin and Okeechobee Counties. As detailed in our 2016-2020 Consolidated Plan, the City and many of our supportive service providers have requested for years to receive funding or other assistance from the CoC to help address our growing homeless population, to no avail. The City is currently working with the Fort Pierce Housing Authority to create a homeless strategy and to develop and transitional housing program. The Treasure Coast Homeless Services Council website was used to gather information and data on the City's homeless numbers and the CoC's efforts to address our critical homeless situation.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

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outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

This is not applicable. The City of Fort Pierce is not a direct recipient of ESG funding. The local CoC oversees ESG funds for St. Lucie (where Fort Pierce is located), Indian River and Martin Counties.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	New Horizons of the Treasure Coast
	Agency/Group/Organization Type	Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in a Community Needs Assessment Survey and contributed information regarding needs that could be satisfied via the CDBG program for those served by this agency.
2	**Agency/Group/Organization**	Housing Authority of City of Ft. Pierce
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. Also consulted regarding working with City of Fort Pierce to develop homeless strategy and transitional housing program.

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3	**Agency/Group/Organization**	LINCOLN PARK MAIN STREET
	Agency/Group/Organization Type	Services-Employment Service-Fair Housing Planning organization Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency
4	**Agency/Group/Organization**	TREASURE COAST FOOD BANK, INC.
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Food Bank Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Food Bank
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency
5	**Agency/Group/Organization**	ST. LUCIE HABITAT FOR HUMANITY CHDO, INC
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization

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	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency
6	**Agency/Group/Organization**	ST. LUCIE COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	St. Lucie County was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency
7	**Agency/Group/Organization**	FORT PIERCE POLICE ATHLETIC LEAGUE
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city of Fort Pierce has an ongoing collaborative relationship with the Police Athletic League (PAL) and consults with the agency on numerous projects, especially summer camp programs for youth.

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8	**Agency/Group/Organization**	FT. PIERCE MULTILATERAL CULTURE CENTER, INC. (FRONTLINE)
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fort Pierce has an ongoing collaborative relationship with the Fort Pierce Multilateral Culture Center and consults with the agency on numerous projects, especially summer camp programs for youth, services for senior citizens, race relations, etc. The City has provided public service grant awards to this organization for youth programs.
9	**Agency/Group/Organization**	MAD DADDS FORT PIERCE CHAPTER, INC.
	Agency/Group/Organization Type	Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fort Pierce has an ongoing collaborative relationship with the Fort Pierce Multilateral Culture Center and consults with the agency on numerous projects, especially summer camp programs for youth, services for senior citizens, race relations, etc. The City has provided public service grant awards to this organization for youth programs. The Chairman of this organization volunteers to serve on various boards and committees with the City.

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10	**Agency/Group/Organization**	ALZHEIMER'S COMMUNITY CARE, INC.
	Agency/Group/Organization Type	Services-Elderly Persons Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fort Pierce has an ongoing collaborative relationship with this organization and consults with the agency on numerous projects, especially on projects related to services for senior citizens.

Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted. Many of the 40+ local neighborhood organizations/agencies that were consulted are not listed with HUD so we were unable to include them in the listing under #2 above.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Treasure Coast Homeless Services Council	The TCHSC support homeless services located in Indian River County, although, as our CoC for Indian River, St. Lucie, and Martin Counties, they use all of our PIT numbers to secure grants for homeless services.
Consortium Plan	St. Lucie County	Although this is a Plan for the HOME program, this Plan includes strategies for rehabilitation of homes belonging to very low income Fort Pierce Citizens. The City's Consolidated Plan also has strategies for addressing this issue through our State Housing and Initiatives Partnership (SHIP) program funds.

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Analysis of Impediments to Fair Housing	St. Lucie County	Fair Housing goals overlap in both plans.
Public Housing Strategy	Fort Pierce Housing Authority	Public housing and affordable rental needs.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

All relevant housing and supportive service providers in Fort Pierce were invited to participate in the planning process, including the housing authority, stakeholders from nonprofit entities (organizations serving low and moderate income persons, housing and service providers, and local fair housing organizations) as well as private sector entities. These organizations included, but were not limited to: Salvation Army, Conservation Alliance of St. Lucie, Castle, Pace Center for Girls, Treasure Coast Art Association, Hibiscus Children's Center, Big Brothers Big Sisters, Frontlnie for Kids, St. Lucie Education Foundation, United Way of St. Lucie County, Mustard Seed Ministries, ARC of St. Lucie, Sunrise City CHDO, Fort Pierce Jazz and Blues Society, Early Learning Coalition, SAFER St. Lucie, Lincoln Park Community Association, Lincoln Park Main Street, Fort Pierce Main Street, Council on Aging, St. Vincent DePaul, Florida Center for Recovery, Restoration House, St. Lucie County Public Health, New Horizons of the Treasure Coast, Housing Authority of Fort Pierce, Treasure Coast Food Bank, Treasure Coast Homeless Services Council, Safespace, Inc., Children's Services Council of St. Lucie County, St. Lucie County Chamber of Commerce, Lamplighter's Youth Group, Children's Home Society, Empowering Special Treasures, Jack's Food Pantry, Future Generations of St. Lucie County

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Encouraging citizen participation and consulting with public and private agencies are important parts of the planning process. The City used several methods to solicit citizen participation, including public notices, community and area newspapers, public meetings, public hearings, survey of needs and other outreach efforts. Information and comments received during this process helped to guide and shape the development of the goals listed in the 2016-2020 Consolidated Plan and this 2nd year Annual Action Plan. A copy of the City of Fort Pierce's Citizen Participation Plan is available upon request.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A public meeting was held July 12, 2017. RESPONSE / ATTENDANCE WILL BE LISTED HERE.		All comments received were accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City provided two (2) public hearings during the creation of the Annual Action Plan - on July 3 and August 7, 2017. A SUMMARY OF RESPONSE/ATTENDANCE WILL BE LISTED HERE	SUMMARY OF COMMENTS RECEIVED WILL BE LISTED HERE	All comments were accepted.	
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Residents of Public and Assisted Housing	Advertisements were posted in the Hometown News, St. Lucie News Tribune, LaVoz Spanish Newspaper and Lincoln Park Newsletter. SUMMARY OF RESPONSE WILL BE LISTED HERE.	SUMMARY OF COMMENTS RECEIVED WILL BE POSTED HERE.	All comments received were accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	SUMMARY OF RESPONSE WILL BE LISTED HERE.	SUMMARY OF COMMENTS RECEIVED WILL BE LISTED HERE.	All Comments received were accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	TV Commercials	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A SUMMARY OF RESPONSES TO TV COMMERCIAL WILL BE LISTED HERE.	A SUMMARY OF COMMENTS RECEIVED REGARDING TV COMMERCIAL WILL BE LISTED HERE.	All Comments Received Were Accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Community Needs Surveys	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	SUMMARY OF RESPONSE TO COMMUNITY SURVEYS WILL BE LISTED HERE.	SUMMARY OF COMMENTS RECEIVED FROM COMMUNITY SURVEYS WILL BE LISTED HERE.	All Comments Received Were Accepted.	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

CDBG funds can be used for a wide range of activities, including housing rehabilitation, economic development, public improvements, and social services within the City limits of Fort Pierce. Anticipated resources have been determined through consultation with participating jurisdictions and area nonprofit organizations serving the program area. Only the second year of funding, which is detailed in the 2017 Annual Action Plan is currently committed to CDBG projects. Additional funding for the remainder of the five-year planning period is still subject to HUD allocations.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	477,456	3,918	0	481,374	1,444,122	The City expects to receive $477,456 for the 2017 program year. We also project to have #3,918 in program income each year, for a total of $488,843. All of these funds are encumbered for CDBG activities and/or project administration. Total for remaining years, based on 2017 allocation of $481,374 and projected program income = $1,444,122.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
General Fund	public - local	Housing Other	50,000	0	0	50,000	150,000	General Fund supporting the salary and fringe benefits for a Code Compliance Officer to provide code enforcement services to a lower income neighborhood for Program Year 2017-2018. Based on $50,000 projection, this will equal $150,000 for the remainder of the 2016-2020 Consolidated Plan
Other	public - state	Admin and Planning Housing Other	680,000	0	0	680,000	450,000	The City will utilize funding received from the sale of mortgages funded through the obsolete Hurricane Housing Recovery Program and funding received directly from the Housing Finance Corporation via the State Housing Initiatives Partnership (SHIP) program to fund down payment and closing cost assistance and owner-occupied housing rehabs for income-qualified citizens. We estimate 20 new home-buyers will receive up to $15,000 each equaling $150,000 and we will complete approximately 21 home rehabs occupied by very low income citizens totaling $680,000 for this program year. We estimate the remaining three years for SHIP funding for this 5-Year Consolidated Plan will total $450,000.

Table 5 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Unlike some other federal grant programs, CDBG regulations do not require matching funds on behalf of the Grantee. While there are no federal match requirements for CDBG funds, the City of Fort Pierce highly recommends that organizations provide matching funds, if possible. Match fund sources include contributions derived from other eligible federal and nonfederal sources and the value of third party in-kind contributions, (i.e. volunteers, personnel, office space, materials, equipment, and supplies). However, while matching funds are not required, public service grant applications will receive more favorable scoring based on leveraging funds and/or in-kind donations.

The City leverages CDBG funds with the SHIP program to increase our ability to provide home rehabilitations to some of our poorest home owners. We also provide funding for rehabilitation work sponsored by the annual World Changers event and the City's Paint Our Town program. Both of these programs provide volunteers to paint and provide minor repairs to homes with the City purchasing the paint, paint supplies and materials. We also provide $20,000/year in CDBG for our Weatherization program, which leverages approximately $75,000 for the program from the Fort Pierce Utilities Authority.

CDBG funds will also be used to leverage costs associated with rehabilitation of an empty historic facility located in a very low income area in Fort Pierce to transform it into an arts and cultural heritage center, open to the public, that will promote civic pride, deter crime, encourage economic investment, development and the creation of jobs.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has a large inventory of publically owned land/property within its jurisdiction. Much of these properties were purchased/acquired though the Fort Pierce Redevelopment Agency, which oversees the City's CRA. The majority of these properties are now for sale. We are also meeting with the Fort Pierce Housing Authority and private developers to hopefully develop a plan to provide some of the land for affordable housing. We are also meeting with Allegany Franciscan Ministries in hopes of using some of the available land as a site for a large grocery store in our Lincoln Park neighborhood, a huge food desert which is inhabited by many of the City's poorest and most vulnerable citizens.

Discussion

Collaborations and partnerships with the World Changers organization, Habitat for Humanity, the Florida Housing Finance Corporation, the Fort Pierce Housing Authority and Fort Pierce Utilities Authority will provide additional resources over the next years for home rehabilitations, improvements to historic neighborhoods and home purchases.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Neighborhood Revitalization	2016	2020	Non-Housing Community Development		Economic Opportunity Public Facilities Neighborhood Revitalization	CDBG: $200,000	Public service activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted
2	Public Facilities	2016	2020	Homeless Non-Housing Community Development		Public Facilities Neighborhood Revitalization	CDBG: $20,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 10 Beds
3	Economic Opportunity	2016	2020	Non-Housing Community Development	City limits Low/Mod	Economic Opportunity	CDBG: $60,000	Jobs created/retained: 60 Jobs Businesses assisted: 40 Businesses Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Home Rehab / Home Purchase Assist / Fair Housing	2016	2020	Affordable Housing		Home Rehab / Down Payment Assist / Fair Housing Neighborhood Revitalization	CDBG: $40,000 State Housing Initiatives Partnership (SHIP): $680,000	Homeowner Housing Rehabilitated: 50 Household Housing Unit Direct Financial Assistance to Homebuyers: 20 Households Assisted
5	Public Services	2016	2020	Homeless Non-Homeless Special Needs Non-Housing Community Development Public Supportive Services		Economic Opportunity Public Services Neighborhood Revitalization	CDBG: $70,000	Public service activities for Low/Moderate Income Housing Benefit: 3500 Households Assisted
6	Code Enforcement	2016	2020	Code Enforcement		Code Enforcement	General Fund: $50,000	Housing Code Enforcement/Foreclosed Property Care: 250 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

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1	**Goal Name**	Neighborhood Revitalization
	Goal Description	Support community-based development organizations that promote neighborhood revitalization, energy conservation, economic development, heritage tourism and historic preservation. Promote local art and cultural heritage and historic preservation with various projects designed to recognize, promote and celebrate Native and African American Latino/Hispanic, Cuban and Haitian cultures throughout the City; provide grants to Community Based Development Organizations to assist low to moderate income business owners by promoting neighborhood and downtown revitalization, economic development, job creation, tourism, historic preservation, tourism and energy conservation.
2	**Goal Name**	Public Facilities
	Goal Description	Improve community parks and playgrounds; Provide improvements to facilities open to the general public; and/or Provide improvements to local emergency shelters for the homeless.
3	**Goal Name**	Economic Opportunity
	Goal Description	Partner with Service Corps of Retired Executives and St. Lucie County TDC to provide technical assistance workshops for small business owners and entrepreneurs in Fort Pierce; provide capacity and sustainability small business grants for these attendees; provide advertising/marketing assistance for small businesses; partner with Indian River State College and Career Source Research Coast to provide annual job fair, free job training, job placement. Provide annual Minority Business Expo.
4	**Goal Name**	Home Rehab / Home Purchase Assist / Fair Housing
	Goal Description	Home Rehabilitation - Partner with Fort Pierce Utilities Authority to provide weatherization rehabilitation improvements to up to 30 owner-occupied homes belonging to our extremely low income citizens. Partner with the World Changers Organization, Habitat for Humanity and provide our Paint Our Town proram to provide home rehabilitations to up to 25 owner-occupied homes belonging to very low income homeowners Provide owner-occupied home rehabilitations to up to 10 very low income-qualified homeowners through our State Housing Initaitives Partnership (SHIP) program. Provide downpayment and closing cost assistance to up to 20 income-qualified citizens. Promote and provide Fair Housing workshops in Fort Pierce.

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5	**Goal Name**	Public Services
	Goal Description	Provide supportive and neighborhood services for up to 3,500 lower citizens in Fort Pierce.
6	**Goal Name**	Code Enforcement
	Goal Description	Provide salary and fringe benefits for Code Enforcement officer to assist in the inspection of up to 250 homes in the prevention of slum and blight, increase safety and deter crime in lower income neighborhoods.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

There are no affordable housing related projects included in the activities for the 2017 AAP.

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AP-35 Projects – 91.220(d)

Introduction

The 2017 Annual Action Plan describes how the City of Fort Pierce will use formula funds from HUD to meet the City's community development needs in the second year covered by the 2016- 2020 Consolidated Plan. It provides a summary of specific actions, activities, and programs that will take place during the upcoming program year to address the priority needs and goals identified in the 2016-2020 Consolidated Plan. The Action Plan also includes annual allocations and budgets. The City's Grants Administration Division is responsible for developing and implementing the 2016 - 2020 Consolidated Plan, including its Annual Action Plans.

#	Project Name
1	Economic Development
2	Public Services
3	Public Facilities
4	Owner Occupied Housing Rehab - 1st Time Home-buyer Assistance
5	Neighborhood Revitalization
6	Code Enforcement

Table 8 – Project Information

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Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the Community Needs Assessment Surveys taken during the preparation of the 2016-2020 5-Year Consolidated Plan and the 2016-2017 Annual Action Plan, the following allocation priorities were selected for addressing underserved needs:

Improvement to Community Focal Points - Citizen Input; Staff Knowledge

Public Facilities - Staff Knowledge; Citizen Input; CIP

Home Rehabilitation Assistance - Staff Knowledge; Citizen Input

Down Payment & Closing Cost Assistance - Staff Knowledge; Citizen Input

Fair Housing Education - Staff Knowledge; Citizen Input

Services for Homeless, Senior Citizens and Youth - Staff Knowledge; Citizen Input

Job Training/ Employment Opportunities - Citizen Input; Unemployment rates

Small Business Assistance - Staff Knowledge; Citizen Input

Non-Residential Historic Preservation - Staff knowledge; Citizen Input

Weatherization Assistance - Staff Knowledge; FPUA; Citizen Input

Community Based Development Organizations - Staff Knowledge; Business & Citizen Input

Cultural Heritage - Creative Placemaking Projects - Citizen Input; Staff Knowledge

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Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	**Project Name**	Economic Development
	Target Area	City limits Low/Mod
	Goals Supported	Economic Opportunity Neighborhood Revitalization
	Needs Addressed	Economic Opportunity Neighborhood Revitalization
	Funding	CDBG: $60,000
	Description	Various economic development related projects including job fairs, small business educational workshops, grants and advertising for small businesses, support for community based development organizations.
	Target Date	10/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	We estimate more than 500 families will benefit from the creation/retention of jobs and services provided by small businesses in lower-income areas. We estimate approximately 60 jobs will be created/retained and 40 businesses will benefit from these projects as well.
	Location Description	Within the City Limits of Fort Pierce, with emphasis on the Lincoln Park neighborhood and the Orange Avenue corridor, from Hwy. 1 west through 25th Street.

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	Planned Activities	**Technical Assistance and Grants -** Provide educational workshops and small grants to small businesses in lower income neighborhood; provide technical assistance and marketing/advertising for small micro enterprises; **Annual Job Fair** - provide annual job fair and employment opportunities in lower income neighborhood; **Job Training** - provide job training opportunities to residents living in lower income neighborhood; **Encourage Growth of Minority Businesses** - Provide annual Minority Business Expo; **Economic Development** - Provide various projects and programs designed to strengthen small businesses located in lower income neighborhoods.
2	**Project Name**	Public Services
	Target Area	City limits Low/Mod
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $70,000
	Description	Various Public Service projects including grants to nonprofits that provide public services to lower income citizens and annual Summer Jam basketball camp for youth residing in a very low income minority neighborhood.
	Target Date	10/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	We estimate approximately 3,500 individuals from extremely low and low income families will benefit from the proposed activities.
	Location Description	All Activities will be undertaken within the City limits of Fort Pierce, Florida.
	Planned Activities	Provide grants to nonprofit organizations that serve low to moderate income citizens and the homeless in the City; provide Summer Jam basketball summer camp in Lincoln Park neighborhood.
3	**Project Name**	Public Facilities
	Target Area	City limits Low/Mod

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	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities Neighborhood Revitalization
	Funding	CDBG: $20,000
	Description	Various projects for Public Facilities, including improvements to playgrounds, community centers, and homeless shelters in lower income neighborhoods.
	Target Date	10/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	We estimate more than 2,000 families will benefit from the proposed activities.
	Location Description	All activities will take place within the City limits of Fort Pierce.
	Planned Activities	Improve playgrounds at neighborhood parks; improve facilities open to the general public; Provide improvements to local emergency shelters for the homeless.
4	**Project Name**	Owner Occupied Housing Rehab - 1st Time Home-buyer Assistance
	Target Area	City limits Low/Mod
	Goals Supported	Home Rehab / Home Purchase Assist / Fair Housing Neighborhood Revitalization
	Needs Addressed	Home Rehab / Down Payment Assist / Fair Housing Neighborhood Revitalization
	Funding	CDBG: $40,000 State Housing Initiatives Partnership (SHIP): $680,000

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	Description	Various projects including Paint Our Town, World Changers, Weatherization program, SHIP owner-occupied home rehabilitations.Weatherization Assistance - Provide a weatherization program for very low income homeowners aimed at improving the home's ability to withstand the elements, making it more energy efficient to decrease utility bills; Owner-Occupied Housing Rehab - Provide funding for the World Changers organization to paint homes belonging to very low income citizens; provide funding to purchase paint and paint supplies for area nonprofits to paint and provide minor home repairs to very low income citizens; provide home rehabilitations through the SHIP Program; provide down payment and closing cost assistance for 1st Time Home-buyers through SHIP program.
	Target Date	10/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	We estimate 50 families will receive rehabilitation for their homes and 20 families will receive down payment and closing costs toward the purchase of their new home.
	Location Description	City Limits of Fort Pierce, Florida
	Planned Activities	**Weatherization Assistance** - Provide a weatherization program for very low income homeowners aimed at improving the home's ability to withstand the elements, making it more energy efficient to decrease utility bills; **Owner-Occupied Housing Rehab** - Provide funding for the World Changers organization to paint homes belonging to very low income citizens; provide funding to purchase paint and paint supplies for area nonprofits to paint and provide minor home repairs to very low income citizens; provide home rehabilitations through the SHIP Program; **First Time Homebuyers** - Provide down payment and closing cost assistance for first time home-buyers.
5	**Project Name**	Neighborhood Revitalization
	Target Area	City limits Low/Mod
	Goals Supported	Economic Opportunity Public Facilities Neighborhood Revitalization

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	Needs Addressed	Economic Opportunity
	Funding	CDBG: $200,000
	Description	Various projects including promotion of local art and cultural heritage projects, creative placemaking initiatives, historic preservation; grants for CBDOs.
	Target Date	10/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	We estimate approximately 7,500 lower income families will benefit from these proposed activities.
	Location Description	These activities will take place within the City limits of Fort Pierce.
	Planned Activities	Promote local art and cultural heritage with various projects designed to recognize, promote and celebrate Native and African American Latino/Hispanic, Cuban and Haitian cultures throughout the City; provide grants to Community Based Development Organizations to assist low to moderate income business owners by promoting neighborhood and downtown revitalization, economic development, job creation, tourism, historic preservation, tourism and energy conservation.
6	**Project Name**	Code Enforcement
	Target Area	City limits Low/Mod
	Goals Supported	Code Enforcement
	Needs Addressed	Neighborhood Revitalization Code Enforcement
	Funding	General Fund: $50,000
	Description	Provide salaries and fringe benefits to aid in the prevention of slum, blight and the promotion of safe, decent housing by inspecting properties to ensure at least minimum compliance with local codes.
	Target Date	10/30/2018

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	Estimate the number and type of families that will benefit from the proposed activities	We estimate 250 families from a lower income neighborhood in Fort Pierce will benefit from this proposed activity.
	Location Description	This activity will take place within the city limts of Fort Pierce.
	Planned Activities	Provide Salary and Fringe for Code Enforcement Officer to assist in the prevention of slum and blight, increase safety and deter crime in lower income neighborhoods.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Target areas and boundary limits are established for infrastructure improvements/ development and capital improvement programs that are located in areas of the City where no less than 51% of the population is very low and low income. CDBG housing activities will occur within the corporate limits of the City of Fort Pierce. Infrastructure and capital improvement projects will continue to be conducted only in areas that are more than 51% very low and low-income as determined by the Census Bureau.

The City of Fort Pierce will use at least 70% of its CDBG funds within the census block groups that have high concentrations of low-and moderate income (LMI) persons. These block groups represent the greatest need for housing rehabilitation, improvements to overall living environments, economic development, job creation and public service projects.

The assignment of priority needs was made on the basis of input from housing and supportive service organizations, the community survey, staff, input at public hearings and City staff assessment of needs.

Geographic Distribution

Target Area	Percentage of Funds
City limits Low/Mod	70

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

There are blighted areas in specific geographical areas that have disproportionate needs. Two of these areas are the Lincoln Park neighborhood and the Orange Avenue corridor from Hwy. 1 west through 25th Street.

Discussion

Allocations will be made using the rating scale for projects that consider several criteria: · The severity of the need; · The availability of other funds to ensure project viability; · How the project meets national CDBG objectives and goals; · How well the project addresses local needs; and · How large the impact will be for residents, i.e. number of beneficiaries.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For program year 2017, the City of Fort Pierce will implement the following affordable housing goals to benefit extremely low, very low and low income residents, including homeless, non-homeless, and special-needs households to provide affordable housing by using funds made available for the specific activities including, public facilities, home rehabilitations, weatherization and assistance with down payment and closing costs first time homebuyers.

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	50
Special-Needs	20
Total	80

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	50
Acquisition of Existing Units	0
Total	50

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

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AP-60 Public Housing – 91.220(h)

Introduction

The City of Fort Pierce does not currently administer public housing projects; however, the City does work in partnership with the Fort Pierce Housing Authority (FPHA) as funding is available to support public housing projects.

The City allocated a portion of its 2013-2014 program year's CDBG allocation to provide 'Local Government Support' in the amount of $37,500, as required by the Florida Housing Finance Corporation (FHFC) to enable the FPHA to apply for housing tax credits to rehabilitate the former Fort Pierce Hospital into a combination of mid-rise three-story and duplex apartments for very low income seniors and disabled citizens. To date, the FPHA's application has not been funded; however, the City has continued to designate the $37,500 in CDBG for this project.

The Fort Pierce City Commission approved this allocation to support the FPHA's efforts to provide safe, affordable housing to lower income senior and disabled citizens.

The FPHA recently reapplied for the tax credits for this project. We will continue to partner with the Housing Authority during the 2017-2018 program year to identify revenue sources to create more affordable housing opportunities for extremely low, very low and low-income residents.

The City of Fort Pierce will also continue to support the FPHA in efforts to create and maintain a transitional housing program for homeless families and also in efforts put forth to provide resources for public housing residents to become more involved in the management of their own lifestyle and participate in homeownership opportunities.

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Actions planned during the next year to address the needs to public housing

The City will continue our collaborations with the Fort Pierce Housing Authority and area supportive service providers to develop a transitional housing program for our growing number of homeless families in the City of Fort Pierce.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City will continue to partner with the Fort Pierce Housing Authority (FPHA) to promote our down payment and closing cost assistance for first time homebuyers and also the workshops provided by the FPHA that teach and mentor on financial responsibility, improving credit scores, etc.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless prevention resources are available in Fort Pierce, however the limited resources available fall short of providing adequate services to meet the growing needs of both the emerging homeless population and residents who are at risk of becoming homeless. While gaps do exist there are strong non-profit organizations working in coordination to ensure this population is served.

As detailed in our 5-Year Consolidated Plan for 2016-2020, the City of Fort Pierce is a member of the 3-County Continuum of Care that is operated through the Treasure Coast Homeless Services Council (TCHSC) in Vero Beach, Florida (Indian River County). Fort Pierce is located in St. Lucie County. As explained in the 5-Year Con Plan, the City of Fort Pierce, along with all of our small, struggling homeless service providers receive no assistance from the TCHSC, even after contacting the CoC directly on serveral occassions and meeting face to face. The Point in Time count for 2017, posted on the TCHSC website shows St. Lucie County (Fort Pierce) homeless numbers decreasing. Unfortunately, within the City limits of Fort Pierce, this is not accurate. It is obvious that our homeless numbers continue to grow at a staggering rate, challenging our small community supportive service organizations keep up with the needs.

The City is currently working with the Fort Pierce Housing Authority to develop a transitional housing program/facility to help some of our many homeless families.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Treasure Coast Homeless Services Council (TCHSC) serves as the Continuum of Care for 3 counties, which include St. Lucie County (the City of Fort Pierce). The CoC conducts a yearly Point in Time (PIT) count, in relation to HUD's requirements. the TCHSC publishes the homeless numbers for St. Lucie County on their website, which includes an assessment of their individual needs. This information is submitted with annual grant applications to address our homeless issues. Unfortunately, all funding for the TCHSC is primarily utilized in Vero Beach, Florida, even after several attempts by the City of Fort Pierce to have the TCHSC re-evaluate their funding distribution for homeless services so that the City's service organizations could receive some much needed financial support.

The City of Fort Pierce will continue to collaborate with the Fort Pierce Housing Authority and local supportive service organizations to develop a transitional housing program for our growing number of homeless families; additionally, the City will allocate funding through our Public Facilities activity to help cover the costs associated with rehabilitating the showers and enlarging the kitchens in our existing

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emergency homeless shelters.

Addressing the emergency shelter and transitional housing needs of homeless persons

As stated above, there are a few very small emergency shelters located within the City of Fort Pierce. These do not come close to meeting the needs of our homeless population. Additionally, the City is collaborating with the Fort Pierce Housing Authority to develop a transitional housing program using one of the HA properties - to provide assistance for some of our homeless families. Funding is limited, however, we are committed to seeing this through.

When available, the Transitional Housing Program will allow homeless families to enjoy clean, stable housing for up to two years while they work toward independence. Housed clients will participate in intensive case management, educational, career, and financial goals during their stay. All activities will be aimed at self-determination and eventual self-sufficiency. TH case managers will use a number of measures to track progress towards financial, educational and behavior modification goals. Case management appointments will schedule on a weekly basis and case managers will assist with day-to-day functioning. Families will live in 4-5 bedroom apartments that are completely furnished with donated furniture and housewares. The homes will be made ready for move-in by the Fort Pierce Housing Authority.

Families will receive vouchers for food and provisions at the Treasure Coast Food Bank and via other local nonprofits that will provide clothing and other housing staples. Medical needs, transportation costs and funding for additional needs such as tuition, school supplies, daycare and other expenses are yet to be decided.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless needs are addressed in the community through other organizations, including but not limited to In the Image of Christ emergency shelter for the homeless. The City of Fort Pierce is located within the boundaries of the Treasure Coast Homeless Services Council Continuum of Care, however, none of our homeless providers receive any financial support from the TCHSC.

The City of Fort Pierce will continue to collaborate with the Fort Pierce Housing Authority and local supportive service organizations to develop a transitional housing program (as described above) for our growing number of homeless families.

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Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Fort Pierce is too small to be the lead agency for major social welfare programs. In order to ensure that residents of the City of Fort Pierce are referred to partner agencies for services, the City partners with counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network provides computer and telephone information and referral for all social service needs. The network provides persons needing assistance a single point of contact for finding solutions to their problems. The 211 Network links all social service providers into a multi-county network providing solutions to individual and family needs. The 211 Network receives on average 1,500 calls per month from residents of St. Lucie County.

The 211 Network provides information and referral to persons experiencing the following problems or concerns: Abuse/Neglect/Crime; Basic Needs such as clothing, food, household goods, housing, shelter, utilities; Day Care/Child Care; Counseling/Support Groups; Credit Counseling; Disability Services; Education; Employment; Foreclosure Concerns; Financial Assistance; Health and Medical, including prescription assistance; Legal; Mental health Issues including substance abuse and suicide; Transportation; Veterans Services.

St. Lucie County Housing and Community Services Department - Beyond the 211 Network, the St. Lucie County Housing and Community Services Department serves as the lead agency for the three-county Treasure Coast Community Action Agency assisting low-income citizens with Community Services Block Grant (CSBG) funding. CSBG is focused on necessary support associated with successful employment or completion of education that can lead to self-sufficiency. All applicants for CSBG assistance must attend an Effective Budgeting workshop. Additional services provided are: transit coordination for special needs individuals, veteran's services, coordination of volunteers and donations during a declared disaster and assistance with the Special Needs Shelter, assistance for indigent cremations, administration of a program that manages the State-mandated share of County Medicaid, hospital and nursing home funding, as well as, the Health Care Responsibility Act. The County also administers funds donated for utility payments through Florida Power and Light's Care to Share program and provides computer access for individuals seeking to complete applications for benefits such as food stamps, unemployment, Medicaid and nursing home assistance and to search for employment.

Discussion

The 211 Network Program provides referrals to supportive resources to help citizens connect to community services that will assist them in addressing their current housing, medical and day-to-day

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needs.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Information provided by the American Community Survey (ACS) Five Year Estimates for 2010-2014, used in our 2016-2020 5-Year Consolidated Plan, reflected a total of 21,711 housing units in Fort Pierce, which is a decrease from the previous 5-Year Consolidated Plan, which reported 22,003 housing units. This data reflects a relatively sluggish growth to an overall current population of 42,125 or approximately 2.5 persons per household, compared to St. Lucie County's total population of 298,563, 277.789 total housing units or 1.08 persons per household. The City Completed our 2016-2020 Assessment of Fair Housing Report in August, 2016, which lists the following barriers to affordable housing: 1) Housing Problems and Housing Cost Burden and Severe Housing Cost Burden; 2) Overcrowding and Poverty; 3) Substandard Housing Conditions; 4) Needs for Owner-Occupied Home Rehabs and Down Payment Assistance.

The policies of the City of Fort Pierce and/or St. Lucie County Government may have a negative impact (barrier) to the expansion and creation of affordable housing for very low, low, and moderate-income persons in our community, are as follows:

Tax policy affecting land and other property - Real property tax values are down nearly 25% over the last five years throughout Florida, including Fort Pierce, having a temporary positive impact on cost burden for affordable units. Along with lower values comes a lower local property tax bill thereby reducing the cost burden for the potential homeowner.

Land use control and zoning ordinances - No discernible land use controls or zoning ordinances currently negatively impact affordable housing. **Building codes** - A difficult and lengthy permitting process, which is common to nearly every local government, existed in the City of Fort Pierce. The Affordable Housing Advisory Committee was created to review and recommend changes to simplify the procedures. The expedited permit process for affordable housing units was the result of those efforts. For example, affordable housing unit building permits are now color coded for priority and must be acted upon by the Building Department within 3 business days. A periodic and ongoing review of building codes is unending.

Housing Barriers - The City will continue to address the negative effects that any policies or programs might have on the housing delivery systems in the City. The City has implemented the following policies in its Comprehensive Plan to address the issue: The provision of density bonuses as an incentive in moderate and high-density residential land uses for development of affordable housing; The establishment of guidelines for zero lot line and cluster home developments in redevelopment areas for affordable housing; The development of local government partnerships with the private sector to improve the efficiency and expand the capacity of the housing delivery system; The review of existing ordinances, codes, regulations, and the permitting process for the purpose of amending, adding, or

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changing requirements in order to increase private and public sector and community based organization participation in meeting the housing codes; The provision of a fast-track processing and other incentives for proposed housing developments intended for persons with special needs, including low to moderate-income households, the elderly, handicapped, large families, and farm worker families; The provision of assistance to providers of affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

A severe shortage in affordable housing stock increases the pressure on the City's housing market. One of the biggest challenges in the City is the huge disparity between housing costs and what people with low and moderate incomes can afford to pay. It is because of these factors that fostering and maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable housing units. Additionally, the City and its municipal partners will also continue to support the efforts of local housing providers who carry out strategies to retain and create affordable housing options throughout the region.

Discussion

In the severe housing category, according to the American Community Survey (ACS), African Americans are considered to have a disproportionately greater need inthe severe housing problems category.

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AP-85 Other Actions – 91.220(k)

Introduction

This section discusses the City of Fort Pierce and area non-profit's efforts in addressing the underserved needs, expanding and preserving affordable housing, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

The City will continue to work with area agencies, the Fort Pierce Housing Authority and other public and governmental agencies to find solutions that leverage the resources available and to efficiently and effectively meet program goals. Whenever possible, the city will work to leverage CDBG funds and continue to work to identify additional opportunities.

The City plans to take the following actions to address obstacles to meeting the needs of the underserved: Provide home rehabilitations to income-qualified citizens for owner-occupied home rehabilitations; Provide down payment and closing cost assistance to first time homebuyers; Provide programs and services for low-income residents through Public Service grants to area nonprofits; Provide Economic Development Opportunities for low and moderate income persons and small businesses, including collaborations and partnerships with Career Source Research Coast, Indian River State College, St. Lucie County, the Fort Pierce Housing Authority, the Service Corps of Retired Executives (SCORE), and other community supportive service providers which will result in tuition-free Job skills training; Employment opportunities; small business financial management training, grants to small businesses located in our lower income areas. Fund local CBDOs promotion of small businesses located in low to moderate areas in the City through neighborhood revitalization, economic development, the creation of jobs, expansion of tourism, historic preservation and energy conservation; Continue providing an annual Job Fair in lower-income neighborhood; the first annual job fair included more than 50 employers with job openings; Continue providing marketing/advertising and technical assistance to small tourism-related businesses; Provide Fair Housing workshops and workshops through the St. Lucie County Lending Consortium to promote credit repair, new home application assistance and educate everyone on Fair Housing laws and steps to take to file fair housing complaints. Provide Creative Placemaking initiative which will instill civic pride, increase safety, promote economic investment in lower income neighborhoods and reduce housing segregation.

Actions planned to foster and maintain affordable housing

The shortage of affordable, decent housing in Fort Pierce increases the pressure on the City's housing market. One of the biggest challenges in the City is the huge disparity between housing costs and what people with low- and moderate-incomes can afford to pay. It is because of these factors that fostering and maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable

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housing units. Additionally, the City will also continue to support the efforts of local non-profit housing providers who carry out strategies to retain and create affordable housing options throughout the region.

The City plans to take the following actions to help foster and maintain affordable housing:

1)Introduce a resolution for City of Fort Pierce Commission for Inclusionary Housing, an affordable housing tool that links the production of affordable housing to the production of market-rate housing; requiring new residential developments to include a certain percentage of affordable housing units; 2) Continue providing weatherization program funding through CDBG and partnerships with Fort Pierce Utilities Authority and the Centro Campesino to lower income citizens to improve home capacity to protect against the elements and reduce utility bills for lower-income residents; 3) Continue using State Housing Initiatives Partnership (SHIP) funds to rehabilitate owner-occupied homes belonging to lower-income citizens; 4) Provide SHIP funds for down-payment and closing cost assistance for lower-income citizens; 5) Promote information at lending consortium meetings on affordable housing needs within the City of Fort Pierce; 6) Provide CDBG funds as 'cash match' for Fort Pierce Housing Authority to apply for tax credits to rehabilitate an old abandoned hospital into a living facility for lower-income senior citizens; 7) Continue to identify regional partners with similar affordable housing interests and potentially provide a fair housing center to provide ongoing education and enforcement programs; 8) Continue funding Code Enforcement services to assess, and enforce current codes for landlord maintenance of property; and 9) Continue to explore ways to increase the amount of affordable housing throughout the City, including examining ways to increase the amount of housing stock that is barrier free and ADA compliant.

Actions planned to reduce lead-based paint hazards

Though no accurate geographic information about the incidence of lead-based paint (LBP) exists in the City of Fort Pierce on a house by house basis, the City realizes that lead-based paint poses a serious health hazard and must be addressed. The City will encourage residents and property owners to test for and abate lead paint.

All housing proposed for rehabilitation under the City's CDBG and SHIP programs is screened by the year built to determine possible LBP hazard before funds are utilized. If a hazard is suspected, the owner of the home being rehabbed is given the EPA Fact Sheet - *Identifying Lead Hazards in Your Home* and the EPA publication - *Protect Your Family from Lead in Your Home*. During the feasibility inspection, if the inspector identifies a potential lead-based paint problem, he notifies the owner and may test the suspect area with a swab or take a sample to be processed through the County Health Department. If the repair will disturb any surface containing lead, abatement procedures will be utilized before the repair can go forward. If lead paint is detected, abatement costs are included in the rehabilitation. In every program where federal funds are expended on a housing unit, the City incorporates the current procedures for hazard reduction or lead-based paint abatement guidelines as defined in 24 CFR Part 35.

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When rehabilitating homes, the City provides homeowners a copy of the U.S. Department of Housing and Urban Development letter that informs homeowners what to do if they encounter lead-based paint in their home, and informs that no paint used during the rehabilitation contains lead. If funds expended exceed $5,000 and old paint surfaces are disturbed, the City will take the position that the home contains lead-based paint if it was built prior to 1978 and will conduct abatement measures, per state and federal guidelines.

The St. Lucie County Health Department has established a lead screening process to screen school children less than 7 years old for and treat high levels of exposure to lead. All high-elevated levels are reported to the Epidemiology Division and investigated by an Epidemiology nurse.

Funding through the State Housing Initiatives Partnership (SHIP) program will be used to remediate lead-based paint issues, as needed.

The City has allocated CDBG funding to promote an ongoing educational campaign designed to inform the public on Fair Housing and on the hazards of lead-based paint and on resources that are available to address this dangerous issue.

Actions planned to reduce the number of poverty-level families

The City of Fort Pierce is committed to reducing the number of households with incomes below the poverty level by supporting programs to motivate and assist them to move toward selfsufficiency. The City will continue to support the efforts of local agencies who are working with consumers who may be at the poverty level or below the poverty level. Jurisdictions work with various service providers and other units of local government to provide low-income citizens with supportive services. The City continues to provide grants for programs to address human service needs in the community. These services and programs include children and family services, adult services, food and nutrition services, Employmen training programs, many others. These programs and services help to build a foundation upon which individuals and families can find a pathway to self-sufficiency. As a means of reducing the number of persons with incomes below the poverty line, the City will continue to coordinate efforts with other public and private organizations providing additional economic development and job training programs.

The "Where to Turn" - 211 Network - The City of Fort Pierce is too small to be the lead agency for major social welfare programs. The City partners with counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network provides computer and telephone information and referral for all social service needs. The 211 Network links all social service providers into a multi-county network providing solutions to individual and family needs. The 211 Network receives on average 1,500 calls per month from residents of St. Lucie County, regarding the following - Abuse/Neglect/Crime; basic needs such as clothing, food, household goods, housing, shelter, utilities; Day Care/Child Care; Counseling/Support Groups; Credit Counseling; Disability Services; Education; Employment; Foreclosure Concerns; Financial Assistance; Health and Medical, including prescription assistance; Legal; Mental

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health Issues including substance abuse and suicide; Transportation; Veterans Services. **St. Lucie County Housing and Community Services Department -** Beyond the 211 Network, the St. Lucie County Housing and Community Services Department serves as the lead agency for the three-county Treasure Coast Community Action Agency assisting low-income citizens with Community Services Block Grant (CSBG) funding. CSBG is focused on necessary support associated with successful employment or completion of education that can lead to self-sufficiency. All applicants for CSBG assistance must attend an Effective Budgeting workshop. Additional services provided are: transit coordination for special needs individuals, veteran's services, coordination of volunteers and donations during a declared disaster and assistance with the Special Needs Shelter, assistance for indigent cremations, administration of a program that manages the State-mandated share of County Medicaid, hospital and nursing home funding, as well as, the Health Care Responsibility Act. The County also administers funds donated for utility payments through Florida Power and Light's Care to Share program and provides computer access for individuals seeking to complete applications for benefits such as food stamps, unemployment, Medicaid and nursing home assistance and to search for employment.

Actions planned to develop institutional structure

The City of Fort Pierce manages the institutional delivery structure surrounding the acceptance and allocation of federal grant funds for Consolidated Plan programs. The goals and objectives of the Strategic Plan could not have been developed without residents' informed assistance. Implementation of CDBG funds is overseen by the Department of Finance, Grants Administration Division. The area non-profits will coordinate and assist in the implementation of approved projects, centered on delivering public improvements, economic development initiatives, neighborhood revitalization and better community facilities. The City of Fort Pierce City Commissioners approve projects and programs that meet the City's goals. As the program matures during the course of the five year planning period, the City of Fort Pierce will work to expand the departments and non-profit agencies involved in the institutional delivery system for the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

Coordination between providers is essential to improve the conditions and address gaps in services for Fort Pierce residents. Actions planned to enhance coordination between public and private housing and social service agencies include: - Encourage agencies to work together to apply for CDBG funds to leverage resources to the fullest extent. - As requests align with the Consolidated Plan goals, provide CDBG funds to eligible projects for housing and social services. - Continue working with the area nonprofits and the Fort Pierce Housing Authority to address issues of poverty and homelessness. - Offer referrals to organizations that would benefit from the leadership, programs, services, or collaboration with other organizations.

The City will continue to work toward enhancing our relationships between local lenders and supportive

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social service agencies. Local bank and mortgage lenders and members of the St. Lucie County Lending Consortium contribute to the provision of affordable housing by helping to defray the cost of the homeownership workshops. The local banks pay a fee to be a member of the consortium, which in turn is used to procure the services of Consumer Credit Counseling Services (now known as CreditAbility) to provide the training. Participating in the affordable housing program also aids in promoting the local banks in their compliance under the federal Community Reinvestment Act. Coordination and Collaboration with numerous public supportive service organizations allows the City to be able to help prevent the duplication of efforts, and encourage smaller nonprofits to work with larger ones to enlarge service areas, and also identify areas where supportive services are needed and not available.

Discussion

The City of Fort Pierce has worked continually to strengthen and create a more robust Consolidated Plan over the past few years. While the City has few internal resources and limited funding, we will continue to work to identify local partners to strengthen and expand opportunities and develop new programs that address the needs of our low and moderate income residents.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The following provides details on program specific requirements for the Community Development Block Grant.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

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Discussion

The City of Fort Pierce will receive $481,374 in CDBG funds and program income for the second year of the 2016-2020 Consolidated Plan. Project administration and planning (20 percent of the total allocation) are excluded from the LMI benefit calculation. The remaining $385,100 will be allocated for program activities outlined in the 2017 Annual Action Plan (AAP). It is estimated that more than 80% of those funds will be used to benefit persons of low and moderate income during the 2017 AAP performance period.

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City Commission Regular Meeting **11.d.**

Meeting Date: 07/03/2017

Re: Chapter 4 - Backyard Chickens

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

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SUBJECT:

Legislative Hearing - Ordinance No. 17-020 amending Chapter 4 to establish procedures for keeping backyard chickens. FIRST READING

SUMMARY:

The proposed ordinance amends Sec. 4-2 Special Exemption Permits to include backyard chickens. It also creates Sec. 4-33, which establishes regulations for keeping backyard chickens. Highlights of these regulations include:

- Maximum number allowed is six (6) chickens.
- Roosters are prohibited.
- Chickens must be kept in an enclosure. Such enclosure must provide a minimum of four (4) square feet but may not exceed eighty (80) square feet.
- Sale of chickens, eggs or other by-products is prohibited.

RECOMMENDATION:

Approve the ordinance as proposed.

ALTERNATIVES:

Deny the proposed ordinance in full.
Amend the proposed ordinance.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Rebecca Grohall, Planning Director
Iola Mosely, Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

Unknown. Resolution No. 17-R21 to be approved in conjunction with ordinance amendment.

Attachments

17-020
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 09:43 AM
City Manager	Nick Mimms	06/26/2017 02:20 PM

Form Started By: Peggy Arraiz Started On: 05/25/2017 10:43 AM

Final Approval Date: 06/26/2017

ORDINANCE NO. 17-020

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA ADOPTING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 4 – ANIMALS; AMENDING SEC. 4-2 – PROHIBITED ANIMALS BY ALLOWING FOR THE ISSUANCE OF SPECIAL EXEMPTION PERMITS FOR BACKYARD CHICKENS**; AND CREATING SEC. 4-33 – BACKYARD CHICKENS TO ESTABLISH REGULATIONS FOR THE KEEPING OF BACKYARD CHICKENS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission recognizes that there is an increased interest in sustainable backyard and local food sources; and

WHEREAS, many communities in Florida and throughout the United States have enacted regulations to compatibly integrate the keeping of backyard chickens into urban residential settings; and

WHEREAS, the benefits of maintaining backyard chickens including the nutritional benefits of fresh eggs and garden benefits of pest control and fertilizer are in the best interest of the public health, safety and welfare of the residents; and

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Section 4-2 is hereby amended and Section 4-33 is hereby added to the Code of Ordinances of the City of Fort Pierce, Florida, so that the same shall read thereinafter as follows:

CHAPTER 4. - ANIMALS

ARTICLE I. - GENERAL

Sec. 4-2. - Prohibited animals.

(a) Except as permitted by applicable Ci~~t~~y ~~zoning~~ regulations, it shall be unlawful for any person to keep or harbor livestock; fowl, not including domesticated caged or perched birds kept indoors as pets, such as parrots, cockatoos, macaws, parakeets, cockatiels, and finches; animals that require a special permit by the Florida Fish and Wildlife Conservation Commission or bees in any incorporated area of the city.

(b) A special ~~exception~~ exemption permit ~~which~~ may be granted by the animal control division if said animals do not create a nuisance, health hazard or danger, and if said animals are not being raised for public consumption. Special exemption permits for backyard chicken may be granted as long as all the requirements outlined in Sec. 4-33 of this Chapter are met. A denial of a special exception permit may be appealed to the city manager.

(c) The fee for the special exemption permit will be set by Resolution of the City Commission.

Sec. 4- 33. – Backyard Chickens.

(a) Special Exemption Permit Required. A special exemption permit is required for keeping of in incorporated areas of the City. The permit is personal to the

permittee and may not be assigned. If the person applying for the permit is not the registered property owner if the property where the chickens are to be kept, the registered owner must provide written authorization and consent to the application. The registered owner's written authorization must be submitted at the time the application for the permit is tendered. Failure to attach the registered owner's authorization will result in denial of the permit.

(b) Chickens are permitted to be kept at an occupied single family residence. Permits for maintaining chickens at duplexes, triplexes and other multi-family residential units will be considered on a case-by-case basis; determined by building configuration, lot size and the applicant's ability to comply with all regulations of this section. Chickens are not permitted to be maintained on unimproved and/or vacant properties, condominiums, apartment complexes and within manufactured/mobile home parks.

(c) A maximum of six (6) female chickens (hens) may be kept per permit. Roosters are not permitted.

(d) The keeping of ducks, geese, turkeys, peafowl, and pigeons or any other poultry or fowl by any person within a penned enclosure is prohibited under this section. However, nothing in this section is intended to prohibit or restrict the existence of these species as free range birds.

(e) The chickens shall be provided with a covered enclosure (henhouse / coop) and must be kept in a covered enclosure or fenced pen / run at all times. Free roaming chickens are prohibited.

(f) All chicken enclosures must be the following requirements:

(1) The enclosure must be kept in the backyard of the residence.

(2) May not be located closer than ten (10) feet from any property line of an adjacent property, nor within twenty-five (25) feet of any adjacent residential structure.

(3) Must provide a minimum of four (4) square feet per chicken and may not exceed eighty (80) square feet.

(4) May not exceed six (6) feet in height.

(5) The henhouse, coop, pen and / or run area must be cleaned regularly and no manure is permitted to accumulate on the floor or ground.

(6) Shall be constructed and maintained so as to prevent the harborage of rodents and other pests.

(g) Odors from chickens, chicken manure or other items associated with the keeping of chickens must not be perceptible at the property boundaries.

(h) All feed and other items associated with the keeping of chickens that are likely to attract rodents or to become infested with pests shall be kept in secure containers.

(i) Chickens are for personal use only. Selling chickens, eggs, feathers, chicken manure or the breeding of chickens is prohibited.

(j) The slaughter of chickens is prohibited in areas that are viewable from any adjacent property or public area.

(k) Violations of this section are a Class A violation. Three violations of any part of this section within a twelve month period may result in the revocation of the special exemption permit.

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. 17-020 was duly advertised by title only in the St. Lucie News Tribune on June 23, 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 July 3, 2017; and was duly introduced, read by title only, and passed on second and final reading on July 17, 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 17th day of July, 2017.

_____

Linda Hudson,
Mayor Commissioner

_____

Linda W. Cox,
City Clerk

(CITY SEAL)

Treasure Coast Newspapers | **TCPALM**

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FT PIERCE/LEGALS	1622024	Hearing: ORD 17-022	Hearing: 6/5/17

Pub Dates
May 26, 2017

Sworn to and subscribed before me this day of, May 25, 2017, by

_____, who is
Sherri Cipriani
(X) personally known to me or
( ) who has produced _____ as identification.

_____
Linda Joyce Klein **Notary Public**

LINDA JOYCE KLEIN
Notary Public – State of Florida
Commission # GG 081422
My Comm. Expires Mar 9, 2021
Bonded through National Notary Assn.

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS PART OF THE USA TODAY NETWORK
Friday, May 26, 2017

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Size: 1 Col x 80 ag
Color Type: N/A
Advertiser: City of Fort Pierce
Agency: N/A
Section-Page-Zone(s): E-5-All
Description: Hearing: ORD 17-022

Notice To Creditors

4862 SE Anchor Ave. Apt. 3
Stuart, Florida 34887
Attorney for Personal Representative[s]:
Michael C. Compo, P.A.
Florida Bar Number: 028889
9999 NE 2nd Ave #306
Miami, Florida 33138
786-871-7712
mcompolaw@gmail.com
servicemcompolaw@gmail.com
officemcompolaw@gmail.com
Pub: May 19, 26, 2017
TCN 1613029

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
Division: Nineteenth

IN RE: ESTATE OF
EVALYN M. LOUGHLIN,
Deceased.

NOTICE TO CREDITORS
The administration of the estate of EVALYN M. LOUGHLIN, deceased, whose date of death was February 19, 2017, and whose social security number are xxx-xx-0073, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is 218 South 2nd Street, Fort Pierce, Florida 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is May 26, 2017.

Personal Representative:
Francis M. Loughlin
1539 Pheasant Walk
Apt. C
Fort Pierce, Florida 34950
Attorney for Personal Representative:
Richard D. Sneed, Jr., Esquire
E-Mail Address:
rdsjrpa@bellsouth.net
Florida Bar No. 139213
LAW OFFICES OF
RICHARD D. SNEED, JR., P.A.
2001 9th Ave., Suite 114,
Vero Beach, FL, Florida 32960
Telephone: (772) 465-2330
Pub: May 26, June 2, 2017
TCN 1623717

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No.: 312017CP00210

IN RE: ESTATE OF
MICHAEL McCOY
a/k/a
MICHAEL D. McCOY
a/k/a
MICHAEL DONALD McCOY,
Deceased.

NOTICE TO CREDITORS
The administration of the estate of MICHAEL D. McCOY a/k/a MICHAEL D. McCOY a/k/a MICHAEL DONALD McCOY, deceased, whose date of death was February 14, 2017 and is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is 2000 16th Avenue, Vero Beach, Florida 32960. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate, on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is May 26, 2017.

Personal Representative:
Carey A. Potter
c/o John Joseph McHugh, Jr
P.O. Box 2807
Vero Beach
Florida 32961
Attorney for Personal Representative:
John Joseph McHugh, Jr., Esquire
Email:
john@jjmchughlaw.com
Florida Bar No. 444626
John Joseph McHugh, Jr., Esquire
P.O. Box 2807
Vero beach, Florida 32961
Telephone: 772-778-1100
Pub: May 26, June 2, 2017
TCN 1623263

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA
PROBATE DIVISION
File No.: 312017CP000293

IN RE: ESTATE OF
JAY R. RHOADS, JR.,
Deceased.

NOTICE TO CREDITORS
The administration of the estate of Jay R. Rhoads, Jr., deceased, whose date of death was February 19, 2017, is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is 2000 16th Avenue, Vero Beach, FL 32960. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is May 19, 2017.

Personal Representative:
Jay R. Rhoads, III
PO Box 340
Denmark, ME 04022
Attorney for Personal Representative:
Robin A. Lloyd, Sr.
Attorney
Florida Bar Number: 174612
ROBIN LLOYD & ASSOCIATES, P.A.
5089 Highway A1A, Suite 100
Vero Beach, FL 32963
Telephone: (772) 234-5500
Fax: (772) 234-5509
E-Mail: rlloyd@rlloydlaw.com
Secondary E-Mail:
paralegal@rlloydlaw.com
Pub: May 19, 26, 2017
TCN 1613446

Other Public Notices

NOTICE

Indian River Farms Water Control District will be spraying canals within the District beginning April 17, 2017 through December 31, 2017.

David E. Gunter
Secretary Treasurer

Other Public Notices

Pub: April 14, 21, 28; May 5, 12, 19, 26; June 2, 9, 16, 23, 30; July 7, 14, 21, 28; August 4, 11, 18, 25; September 1, 8, 15, 22, 29; October 6, 13, 20, 27; November 3, 10, 17, 24; December 1, 8, 15, 2017
TCN 1572064

DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for the City of Vero Beach, Indian River County, Florida, Case No. 17-04-3092P. The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. The FIRM and, if applicable, the FIS report have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management measures that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program. For more information on the proposed flood hazard determinations and information on the statutory 90-day period provided for appeals, please visit FEMA's website at www.fema.gov/plan/prevent/fhm/bfe, or call the FEMA Map information eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).
Pub: May 19, 26, 2017
TCN 1612115

Public Notices

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 17-1 of the Code of Ordinances of the City of Fort Pierce, and 166.041 of Florida State Statutes will on Monday, June 5th, 2017 and Monday, June 19th , 2017 hold Public Hearings on the enactment of the proposed ordinance on first and second reading, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

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.

All interested parties may appear at the meeting and be heard with respect to the Applications for Conditional Use. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

Linda W. Cox, City Clerk
Pub: May 26, 2017
TCN 1622024

NOTICE OF PUBLIC HEARING AND REGULAR MEETING OF THE CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Celebration Pointe Community Development District will hold a regular meeting and a public hearing on June 13, 2017 at 10:00 A.M. at 2160 NW Reserve Park Trace, Port St. Lucie FL 34986-3223, for the purpose of hearing comments and objections on the adoption of the budget(s) for the operation and maintenance of District facilities for Fiscal Year 2018. In addition, the Board will hear public comment and objections relative to the levy of a non ad valorem assessment pursuant to Florida Law for the purpose of funding operations and maintenance and principal and interest expenses of the District. The District may also fund various facilities through the collection of certain rates, fees and charges which are identified within the budget(s). A copy of the budget(s) may be obtained at the offices of the District Manager, 5385 N. Nob Hill Road, Sunrise, Florida 33351, during normal business hours.
The Board will also consider any other business, which may properly come before it. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts.
There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Rich Hans
Manager
Pub: May 19, 26, 2017
TCN 1572507

NOTICE OF PUBLIC HEARING AND REGULAR MEETING OF THE PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Portofino Landings Community Development District will hold a regular meeting and a public hearing on June 13, 2017 at 11:30 AM at 2160 NW Reserve Park Trace, Port St. Lucie FL 34986-3223, for the purpose of hearing comments and objections on the adoption of the budget(s) for the operation and maintenance of District facilities for Fiscal Year 2018. In addition, the Board will hear public comment and objections relative to the levy of a non ad valorem assessment pursuant to Florida Law for the purpose of funding operations and maintenance and principal and interest expenses of the District. The District may also fund various facilities through the collection of certain rates, fees and charges which are identified within the budget(s). A copy of the budget(s) may be obtained at the offices of the District Manager, 5385 N. Nob Hill Road, Sunrise, Florida 33351, during normal business hours.
The Board will also consider any other business, which may properly come before it. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts.
There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Rich Hans
Manager
Pub: May 19, 26, 2017
TCN 1572813

NOTICE OF PUBLIC HEARING AND REGULAR MEETING OF THE RESERVE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Reserve Community Development District will hold a regular meeting and a public hearing on June 13, 2017 at 1:30 PM at 2160 NW Reserve Park Trace, Port St. Lucie FL 34986-3223, for the purpose of hearing comments and objections on the adoption of the budget(s) for the operation and maintenance of District facilities for Fiscal Year 2018. In addition, the Board will hear public comment and objections relative to the levy of a non ad valorem assessment pursuant to Florida Law for the purpose of funding operations and maintenance and principal and interest expenses of the District. The District may also fund various facilities through the collection of certain rates, fees and charges, which are identified within the budget(s). A copy of the budget(s) may be obtained at the offices of the District Manager, 5385 N. Nob Hill Road, Sunrise, Florida 33351, during normal business hours.
The Board will also consider any other business, which may properly come before it. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.
There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Rich Hans
Manager
Pub: May 19, 26, 2017
TCN 1573337

NOTICE OF PUBLIC HEARING AND REGULAR MEETING OF THE VILLA VIZCAYA COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Villa Vizcaya Community Development District will hold a regular meeting and a public hearing on June 20, 2017 at 10:00 AM. at 2160 NW Reserve Park Trace, Port St. Lucie FL 34986-3223, for the purpose of hearing comments and objections on the adoption of the budget(s) for the operation and maintenance of District facilities for Fiscal Year 2018. In addition, the Board will hear public comment and objections relative to the levy of a non ad valorem assessment pursuant to Florida Law for the purpose of funding operations and maintenance and principal and interest expenses of the District. The District may also fund various facilities through the collection of certain rates, fees and charges which are identified within the budget(s). A copy of the budget(s) may be obtained at the offices of the District Manager, 5385 N. Nob Hill Road, Sunrise, Florida 33351, during normal business hours.
The Board will also consider any other business, which may properly come before it. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts.
There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Rich Hans
Manager
Pub: May 26, June 2, 2017
TCN 1588391

CITY OF FORT PIERCE

NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Monday, June 5, 2017 and Monday, June 19, 2017, at their meetings which begin at 6:30 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

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.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.
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

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Auto Dealer Directory

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3555 SE Federal Hwy., Stuart
877-606-0562

WALLACE CHEVROLET
2650 SE Federal
Hwy Stuart
772-287-3232

Auto Dealer Directory

GATOR CHRYSLER DODGE JEEP
Drive A Little • Save A Lot
US-1, Melbourne
gatorchrysler.net
(321)724-6611

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

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Auto Dealer Directory

WALLACE CHRYSLER
2755 SE Federal
Highway, Stuart
772-220-3600

WALLACE DODGE
2755 SE Federal
Highway, Stuart
772-220-3600

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

Auto Dealer Directory

WALLACE HYUNDAI
3801 SE Federal
Hwy., Stuart
772-283-6000

VERO BEACH JEEP
855 S. US ONE
800-375-2966
verobeachcjd.com

WALLACE JEEP
2755 SE Federal Highway,
Stuart 772-220-3600

Auto Dealer Directory

WALLACE
LINCOLN MERCURY
5555 South US 1 Ft. Pierce
1-800-329-6060

WALLACE MAZDA
3725 SE Federal
Hwy., Stuart
800-375-1999

WALLACE NISSAN
4313 SE Federal Hwy.,
Stuart
772-286-8000

Auto Dealer Directory

GRIECO NISSAN
Sales/Service
4815 S US 1
1-888-728-4235
GriecoNissan.com
(772)464-4645.

WALLACE VOLKSWAGEN
2805 SE Federal Highway,
Stuart
772-219-0007

WALLACE VOLVO
3801 SE Federal Hwy., Stuart
866-263-4201

City Commission Regular Meeting **11.e.**

Meeting Date: 07/03/2017

Re: Legislative Hearing - Ordinance No. 17-021 Abolishing (Zoning) Board of Adjustment

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Legislative Hearing - Ordinance No. 17-021 transferring the duties of the Fort Pierce (Zoning) Board of Adjustment to the Special Magistrate. FIRST READING

SUMMARY:

Ordinance providing for the abolishment of the Board of Adjustment with the powers and duties shifted to a Special Magistrate. Benefits of transferring Board of Adjustment matters to a Special Magistrate include:

1. Quasi-judicial matters are better handled by Special Magistrates who, as attorneys, have the legal expertise and background to give them a better understanding of the issues.
2. More economical and efficient for the City to present case to a Special Magistrate because of legal training.
3. Politicization of the process is eliminated and consistency in results is ensured. Special Magistrates have been used in Code Enforcement matters by the City since 2000. Abolishment of the Board of Adjustment would eliminate an unnecessary layer of bureaucracy and eliminate the administrative burden on the Department Head of providing notice, processing paperwork and managing a board.

RECOMMENDATION:

Abolish the Board of Adjustment and transfer the powers and duties to a Special Magistrate.

ALTERNATIVES:

Retain the current system with the Board of Adjustment remaining in place.

RESPONSIBLE STAFF:

James M. Messer, Esq., City Attorney

COORDINATED WITH:

Nicholas, C. Mimms, P.E., City Manager
Rebecca Grohall, Planning Director

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2017
Account: TBD
Amount: TBD
OTHER INFORMATION:
Fiscal Impact to be determined.

Attachments

17-021

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 09:42 AM

Form Started By: Angela Wilkinson
Started On: 05/18/2017 01:43 PM
Final Approval Date: 06/26/2017

ORDINANCE NO. 17-021

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2,** ARTICLE VIII, SECTION 2-142(2) AND (3); CHAPTER 2, ARTICLE XI, SECTION 2-201(a); **CHAPTER 22**, ARTICLE III, SECTIONS 22-28.1(d)(2)(a)(7) AND 22-40(b)(9); CHAPTER 22, ARTICLE IV, SECTIONS 22-59(d)(2) AND 22-62(l); CHAPTER 22, ARTICLE VII, SECTIONS 22-102.1 AND 22-105.1; CHAPTER 22, ARTICLE VIII, SECTIONS 22-107, 22-109 – 22-112, AND 22-114 – 22-115; CHAPTER 22, ARTICLE X, SECTIONS 22-138, 22-140, 22-143(f), 22-143(g), AND 22-147; CHAPTER 22, ARTICLE XII, SECTION 22-182; CHAPTER 22, ARTICLE XIV, SECTION 22-218(c)(1)(c); CHAPTER 22, ARTICLE XV, SECTION 22-310; AND **CHAPTER 23**, ARTICLE VI, SECTION 23-61; ABOLISHING THE FORT PIERCE (ZONING) BOARD OF ADJUSTMENT, TRANSFERRING ALL DUTIES OF THE (ZONING) BOARD OF ADJUSTMENT TO THE SPECIAL MAGISTRATE, AND DELETING REFERENCES THEREIN TO THE (ZONING) BOARD OF ADJUSTMENT AND SUBSTITUTING SPECIAL MAGISTRATE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Fort Pierce, Florida, established the Fort Pierce (zoning) board of adjustment to hear appeals of rulings of the administrative officers and requests for variances relating to the zoning regulations; and

WHEREAS, (zoning) board of adjustment hearings are complex because of the nature and variety of laws that must be applied in order to resolve complicated factual scenarios; and

WHEREAS, quasi-judicial matters are better handled by special magistrates; because special magistrates as attorneys have legal expertise and background giving them a better understanding of legal issues and procedural matters relating thereto; and

WHEREAS, special magistrates because of their legal training and expertise in the disposition of quasi-judicial hearings create a complete and accurate record of the proceedings; and

WHEREAS, the City of Fort Pierce, Florida, desires to abolish the (zoning) board of adjustment and transfer the duties of the (zoning) board of adjustment to a special magistrate.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida, as follows:

SECTION 1. That chapter 2 – Administration, article VIII – Department of Development, sections 2-142(2) and (3) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-142. - Duties and responsibilities.

(2) Discharging, as directed by the city manager, the city's responsibilities for compliance with chapters, sections and ordinances as set forth in paragraph (1) above is to include but not be limited to examination of plans and specifications;

collection and issuance of fees for permits, certificates of competency, contractor's applications; processing rezoning, ~~board of adjustment and appeals~~ special magistrate applications; notification of violations; prosecution of violators and the aid of the city attorney; and demolition of unsafe and unsanitary structures.

(3) Providing staff assistance for ~~the board of adjustment and~~ the planning board and special magistrate relating to planning and zoning matters, including the keeping of minutes, preparation of agenda, providing clerical and secretarial assistance, the revising of the official zoning map and the processing of all applications made to said board~~s~~ and special magistrate. The department head or his authorized representative shall attend all board meetings and special magistrate hearings and shall act as advisor to said board~~s~~ and special magistrate.

SECTION 2. That chapter 2 – Administration, article XI – Boards, Commissions and Committees Generally, section 2-201(a) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

(a) Generally. The terms "board," "commission" and/or "committee," when used in this article, shall refer to any board, commission and/or committee to be appointed by the city commission and/or city manager, whether created by state statute, the charter of the city, by city commission action or whether appointed directly by the mayor-commissioner, now in existence or hereafter created. All members so appointed to serve on said boards, commissions, and/or committees shall be residents of the city except for officials or employees of the city who serve upon the same by virtue of their employment with the city. The city commission may appoint members to the gas board, electrical board, and board of examiners of contractors ~~and board of adjustment and appeals~~ who are residents of the county who do not reside in the city. Any individual designated as an alternate member of a board may participate freely in all board discussions or deliberations, except that such alternate member may not vote unless certified by the board chair as a replacement for a regular board member at the meeting which such regular board member fails to attend, or has recused himself/herself from voting on a particular issue.

SECTION 3. That chapter 22 – Zoning, article III – Basic Zoning Districts, sections 22-28.1(d)(2)(a)(7) and 22-40(b)(9) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-28.1. - Edgartown Settlement (ES) zoning district.

(d)(2)(a)(7) *Variances*: The historic preservation board shall have the power to waive, with or without conditions, subdivision and general dimensional standards in the Edgartown Settlement zoning district of those properties designated by the city commission as historic sites, either individual sites or buildings within districts under the following standards for review. The proposed variance shall further the continued preservation of the historic site or historic district more appropriately than adherence to the subject regulation. The board shall only grant such variances when an application for a certificate of appropriateness has been issued to promote preservation, rehabilitation or restoration. In carrying out this responsibility, the historic preservation board must follow the same procedures specified for the ~~board of adjustment~~ special magistrate in article VIII of chapter 22 of the City Code of Ordinances.

Sec. 22-40. - Planned Development Zone (PD).

(b)(9) *Variances are not necessary*. The specific development standards of the PD district are contained in the approved development plan for each planned development which normally takes into account those matters which might

otherwise be the subject of variance review by the ~~board of adjustment~~ special magistrate.

SECTION 4. That chapter 22 – Zoning, article IV – Supplementary Regulations, sections 22-59(d)(2) and 22-62(l) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-59. - Design review.

(d)(2) The design review board shall review the application and make a recommendation to the commission for approval or disapproval. If the board recommends disapproval, the reasons shall be stated. The board shall consider the following standards:

(i) The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;

(ii) If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;

(iii) The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;

(iv) The design avoids undue monotony in structural design features.

The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to article VIII from the ~~board of adjustment~~ special magistrate.

Sec. 22-62. - Sidewalks.

(l) *Variance*. The ~~board of adjustment~~ special magistrate is authorized to consider a variance request from the strict compliance of the sidewalk regulations if said regulations would create an undue and unnecessary hardship on the subject property owner.

SECTION 5. That chapter 22 – Zoning, article VII – Nonconforming Lots, Uses, Structures and Characteristics, sections 22-102.1 and 22-105.1 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-102.1. - Nonconforming structure as special exception.

(a) The ~~board of adjustment~~ special magistrate is authorized to permit the enlargement or alteration of a nonconforming structure, except any sign, as a special exception upon application, notice and hearing as provided in sections 22-141(a), 22-142(11), and 22-143, and upon finding and determining the following:

(1) The granting of the special exception will not adversely affect the public interests;

(2) Such enlargement or alteration is in harmony with the purpose and intent of this chapter and all amendments thereof;

(3) The enlargement or alteration, if allowed, will not violate any height, yard, setback, area or density limitations imposed by the zoning district in which the property is located, or if the enlargement or alteration would increase such violation, such enlargement or alteration would not adversely affect traffic flow, safety and control, pedestrian safety and convenience or

visibility at any street intersections, drives, rights-of-way, curbcuts or crosswalks;

(4) Such enlargements or alteration shall be compatible with adjacent properties and other properties within that zoning district;

(5) If in a commercial, business or industrial zone, that adequate buffers are provided between such structures and adjacent residential areas;

(6) That adequate off-street parking shall be provided for any multifamily, commercial, industrial or business use upon the property;

(7) The enlargement or alteration will not increase gross floor area of the principal structure by more than fifty (50) per cent;

(8) The use of the structure prior to, and subsequent to, the granting of the request for the special exception shall be a semi-restricted use or permitted conditional use within the district in which the property is located;

(9) There will be adequate availability and access to, and for, public utilities as may be required.

~~(b) The board of adjustment shall confer with the city planning board on all applications for such special exception.~~

(~~c~~b) In granting a special exception hereunder, the ~~board of adjustment~~ special magistrate may require certain conditions and safeguards for the public health, safety and welfare, concerning the following:

(1) Public off-street parking;

(2) Adequate ingress and egress with particular emphasis upon traffic and pedestrian safety;

(3) Adequacy of and access for fire and other emergency vehicles;

(4) Any signs and/or exterior lighting with reference to effect upon and harmony with surrounding properties;

(5) Any required landscaping, greenbelts, buffers or fencing in any residential, commercial or business districts, with reference to compliance with provisions of this Code, harmony and effect upon surrounding properties, lines of vision.

(~~d~~c) In granting any special exception, the ~~board of adjustment~~ special magistrate may prescribe a reasonable time limit within which the enlargement or alteration for which the special exception is requested shall be begun and/or completed.

(~~e~~d) The procedure by which an application shall be made to the ~~board of adjustment~~ special magistrate under this section shall be as provided in section 22-110 and section 22-112.

~~(f) The approval of any enlargement or alteration of a nonconforming structure as a special exception under this section shall require the conforming vote of four (4) members of the board of adjustments.~~

Sec. 22-105.1. - Duplex as special exception.

If a lot of record exists which could have been used for multifamily purposes involving a triplex structure or more before January 1, 1985, and the lot is no longer permissible for any use other than as a single-family dwelling then, in that event, the

~~board of adjustment~~ special magistrate is authorized to allow use of the lot for a duplex upon application, notice and hearing as provided in sections 22-141(a), 22-142(11), and 22-143, and upon finding and determining the following:

(1) The granting of the special exception will not adversely affect the public interest;

(2) Such duplex use would be in harmony with the purpose and intent of this chapter and all amendments thereof;

(3) The duplex use, if allowed, will not violate any height, yard or setback area limitations imposed by the zoning district in which the property is located;

(4) Such use shall be compatible with properties which are in the vicinity within the zoning district;

(5) The use meets the landscaping requirements of section 22-68(c) as applied to triplex developments;

(6) The size of the lot on which the duplex use is to be located has not decreased since the lot became nonconforming for anything other than a single-family dwelling by the action of the owner.

SECTION 6. That chapter 22 – Zoning, article VIII – Variances, sections 22-107, 22-109 – 22-112, and 22-114 – 22-115 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-107. - Authorization to grant or deny variances.

The ~~board of adjustment~~ special magistrate may authorize a variance from the regulations governing the height, area and size of structures and size of yards and open spaces only when consistent with the purpose of this article, this section and the criteria in sections 22-108 and 22-109. In granting a variance, the ~~board of adjustment~~ special magistrate may prescribe appropriate conditions and safeguards which ~~it~~ the special magistrate finds necessary to protect the best interests of the surrounding property or vicinity and otherwise achieve the purpose of this chapter. Guarantees and evidence may be required that such conditions will be and are being complied with. No variance shall be granted ~~without the vote of four (4) members of the board of adjustment or~~:

(1) To allow the establishment or expansion of a use of property for a purpose not authorized within the zone in which the property is located;

(2) Due to nonconformities in any district or to a permitted use of lands, structures or buildings in an adjoining zoning district; or

(3) When a previous request for a variance has been denied by the ~~board of adjustment~~ special magistrate and there has been no material change of circumstances since the previous application.

Sec. 22-109. - Variances for FH zone provisions.

The ~~board of adjustment~~ special magistrate may grant variance requests for FH zone provisions subject to the following provisions:

(1) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places without regard to the procedure set forth in the remainder of this section, except for subsection 22-109(5) a. and d., and provided the proposed reconstruction, rehabilitation or restoration will not result in the structure losing its historical designation.

(2) In passing upon variance applications, the ~~board of adjustment~~ special magistrate shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

a. The danger that materials may be swept onto other lands to the injury of others;

b. The danger to life and property due to flooding or erosion damage;

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. The importance of the services provided by the proposed facility to the community;

e. The necessity of the facility to a waterfront location in the case of a functionally dependent facility;

f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

g. The compatibility of the proposed use with existing and anticipated development;

h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

i. The safety of access to the property in times of flood for ordinary and emergency vehicles;

j. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the affects of wave action, if applicable, expected at the site; and

k. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.

(3) Upon consideration of the factors listed above and the purposes of this chapter, the ~~board of adjustment~~ special magistrate may attach such conditions to the granting of variances as ~~it~~ the special magistrate deems necessary to further the purpose of this chapter.

(4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(5) Conditions for variances:

a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the buildings;

b. Variances shall only be issued upon (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or

victimization of the public or conflict with existing local laws or ordinances;

c. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation;

d. The director of development shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

Sec. 22-110. - Application for a variance.

Appeals to the ~~board of adjustment~~ special magistrate for a variance may be made by the property owner of the area involved or their designated representative by filing an application with the department of development and the ~~board of adjustment~~ special magistrate. The application will specify the nature of the variance and the reasons for the variance. It will be in the form prescribed by the rules of the ~~board of adjustment~~ special magistrate. The application will also be accompanied by plans, containing information specified in section 22-141. The ~~board of adjustment~~ special magistrate may request other drawings or information necessary for an understanding of the request.

Sec. 22-111. - Stay of proceedings.

An appeal for a variance stays all proceedings in furtherance of the action appealed from, unless the director of the department of development certifies to the ~~board of adjustment~~ special magistrate after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in the director's opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the ~~board of adjustment~~ special magistrate or by a court of record on application, on notice to the director of the department of planning and development and on due cause shown.

Sec. 22-112. - Variance procedure.

(a) The department of planning and development will prepare a staff report which presents any inconsistencies found between the requested variance and zoning ordinance requirements and will submit it to the ~~board of adjustment~~ special magistrate.

(b) Before the ~~board of adjustment~~ special magistrate may act on an application for a variance or a special exception or an appeal from the decision of an administrative officer, ~~it~~ the special magistrate will hold a public hearing within thirty (30) days of the filing of the application and in accordance with the provisions of section 22-143. The ~~board of adjustment~~ special magistrate will review the request and staff report at the public hearing.

(c) Within thirty-five (35) days of the public hearing, except the ~~board of adjustment~~ special magistrate with good cause demonstrated may allow an extension of time, the ~~board of adjustment~~ special magistrate will determine whether the evidence supports a finding that requirements of the zoning ordinance and other city laws have been met. ~~It~~ The special magistrate will, approve with conditions, or deny the application accordingly.

(d) The ~~board of adjustment's~~ special magistrate's decision will be sent by mail to the applicant within five (5) working days of the action.

Sec. 22-114. - Time limit for variances.

Authorization of a variance shall be void after one year or such lesser time as the authorization may specify unless substantial construction has taken place. However, when requested, the ~~board of adjustment~~ special magistrate may extend authorization for an additional period not to exceed one year.

Sec. 22-115. - Limitations of refiling of application.

Applications for which a substantially similar application has been denied will be heard by the ~~board of adjustment~~ special magistrate only after a period of six (6) months has elapsed from the date of the earlier decision.

SECTION 7. That chapter 22 – Zoning, article X – Administrative Provisions, sections 22-138, 22-140, 22-143(f), 22-143(g), and 22-147 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-138. - Enforcement.

The building inspector shall have the power and principal responsibility for enforcing provisions of this chapter. Neither the building inspector nor any other administrative officer of the city shall issue any permit or license for any use, activity or structure which violates provisions of this chapter. Any permit or license issued in conflict with the provisions of this chapter, intentionally or otherwise, shall be void. An appeal from a ruling of the building inspector or any other administrative officer of the city regarding a provision of this chapter may be made only to the ~~board of adjustment~~ special magistrate.

Sec. 22-140. - Appeals from rulings of administrative officer.

(a) *General*. An appeal to the ~~board of adjustment~~ special magistrate may be made by any person aggrieved or by any officer or bureau of the city affected by any decision of the building inspector or any other administrative officer of the city regarding a provision of this chapter. Such appeal shall be made within a reasonable time, as provided by the rules of the ~~board~~ special magistrate, by filing with the officer from whom the appeal is made and with the ~~board of adjustment~~ special magistrate a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the ~~board of adjustment~~ special magistrate all the papers constituting the record upon which the action appealed from was made.

(b) *Authorization to grant or deny appeals*. The ~~board of adjustment~~ special magistrate, in conformity with the provision of this section, may reverse or affirm, wholly or partly, or may modify the decision appealed from and may make such decision as ought to be made, and to that end shall have all the power, concerning this chapter, of the officer from whom the appeal is made. ~~The concurring vote of four (4) members of the board shall be necessary to reverse any decision of any such administrative official.~~

(c) *Stay of proceedings*. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is made certifies to the ~~board of adjustment~~ special magistrate after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the ~~board of adjustment~~ special magistrate or by a court of record on application, on notice to the officer from whom the appeal is made and on due cause shown.

(d) *Appeals procedure*.

(1) Before the ~~board of adjustment~~ special magistrate may act on an appeal from a ruling of an administrative officer pursuant to this section, it will hold a public hearing in accordance with the provisions of section 22-143.

(2) Within thirty-five (35) days of the public hearing, except the ~~board of adjustment~~ special magistrate with good cause demonstrated may allow an extension of time, the ~~board of adjustment~~ special magistrate will make its decision on the appeal.

(3) The ~~board of adjustment~~ special magistrate decision will be sent by mail to the applicant within five (5) working days of its decision.

Sec. 22-143. - Public hearings.

(f) Recesses. The city commission, city planning board or ~~board of adjustment~~ special magistrate may recess a hearing in order to obtain additional information or to serve further notice upon other property owners or persons it decides may be interested in the proposal being considered. Upon recessing, the time and date when the hearing is to be resumed shall be announced.

An application for any type of development review may be withdrawn at any time as long as no notice has been given that the application will be reviewed at a public hearing. An application for any type development review may be withdrawn at any time with the consent of the reviewing board or special magistrate responsible for reviewing the application.

(g) Any postponement of a public hearing on an application for any type of development review shall be solely at the discretion of the reviewing board or special magistrate.

Sec. 22-147. - ~~Board of adjustment~~Special Magistrate.

~~(a) *Membership.*~~

~~(1) *Regular.* The board of adjustment shall consist of five (5) members appointed by the city commission and be removable for cause by the city commission upon written charges and after a public hearing held in accordance with section 22-143. The terms of office of the members of the board shall be three (3) years except that the five (5) members who shall be sitting upon the board of adjustment as of the effective date hereof shall continue as members of the board serving out the terms for which they were originally appointed. Thereafter, as each term expires, the appointment shall be for three (3) years.~~

~~(2) *Alternate.* The city commission shall also appoint two (2) alternate members. The terms of office of alternate members shall be three (3) years, except that the first two (2) shall serve respectively for terms of: One for two (2) years and one for three (3) years. Thereafter, as any term expires, the appointment shall be for three (3) years. An alternate member shall sit on the board when a regular member is not in attendance, whether such an absence is excused or not. If an alternate shall on two (2) successive occasions be unable to sit for a meeting as a member of the board when asked to do so, he shall be deemed to have resigned his position as an alternate member of the board.~~

~~(3) *Other boards.* At least one, but not more than two (2) members of the board of adjustment may also be members of the city planning board.~~

~~(4) *Absences.* Absence from three (3) consecutive regular meetings shall operate to vacate the seat of a regular member unless such absence is excused by the board by resolution.~~

~~(b) *Officers.* The board of adjustment shall select one of its members as chairman and one as vice-chairman, who shall serve in such capacity for a term of one year and until their successors have been selected. The~~

~~chairman, or in the chairman's absence, the acting chairman, may administer oaths and compel the attendance of witnesses.~~

~~(c) *Meetings.* Meetings of the board of adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine. All meetings shall be open to the public. The board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. It shall also keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board of adjustment and shall be public record. A majority of the board of adjustment shall constitute a quorum for the transaction of business. Additional rules shall be adopted by the board of adjustment for the transaction of its business which are consistent with the terms of this chapter and other applicable laws.~~

~~(d) *Appropriations and fees.* The city commission is authorized and empowered to appropriate such funds as it may see fit for fees and expenses necessary to conduct the work of the board of adjustment. The board of adjustment shall have the authority to expend all sums so appropriated and other sums made available for its use from fees and other sources to carry out its powers and duties.~~

~~(e) *Powers.*~~ The ~~board of adjustment~~ special magistrate shall have the power and duties specified in ~~this section,~~ section 22-140 and sections 22-106 through 22-116.

SECTION 8. That chapter 22 – Zoning, article XII – Landscaping and Trees, section 22-182 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-182. - Variances and administrative appeals.

A variance from any of these substantive requirements of this section or an appeal of any administrative determination made by the department may be made in accordance with the procedures set forth for such relief under the current zoning code of the city. ~~The board of adjustments of the city shall be the board to which a~~All variance requests or appeals under this article shall be made to the special magistrate~~are made~~. Any appeal should be initiated by a written notice filed with the city clerk within thirty (30) days of the date of the administrative determination which is the subject of such appeal.

SECTION 9. That chapter 22 – Zoning, article XIV – Concurrency Management, section 22-218(c)(1)(c) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-218. - Concurrency assessment.

(c)(1)(c) Appeals. Within thirty (30) business days after issuance of the determination of the director of planning on the application for a certificate of concurrency, an applicant may appeal to the ~~board of adjustment~~ special magistrate. An application fee for processing appeals shall be established by the city commission. The ~~committee~~ special magistrate shall hold a hearing on the appeal to consider the determination of the director of planning and public testimony. The ~~city commission~~ special magistrate shall adopt, reject or modify the director of planning's determination on the application for a certificate of concurrency determination. The ~~board of adjustment~~ special magistrate shall not modify or reject the planning director's determination unless it finds that such determination is not supported by substantial competent evidence and is contrary to the criteria established in Article XIV of Chapter 22 of this Code of Ordinances and the intent of the comprehensive plan. ~~Committee~~ Special magistrate decisions shall include findings of fact for each criteria.

SECTION 10. That chapter 22 – Zoning, article XV – Sidewalk Cafes and Supplementary Sidewalk Regulations, section 22-310 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 22-310. - Appeals and variances.

(a) The decision of the planning department to grant, deny, revoke or suspend a permit may be appealed to the ~~board of adjust and appeals~~ special magistrate by following the provisions in section 22-140.

(b) Variances to the requirements of this article, unless otherwise prohibited, may be granted by the ~~board of adjustment~~ special magistrate if the request meets the criteria for obtaining a variance from the ~~board~~ special magistrate.

SECTION 11. That chapter 23 – Preservation of Historic and Archaeological Sites, Structures, and Districts, article VI – Administration and Enforcement, section 23-61 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 23-61. - Variances.

The historic preservation board shall have the power to waive, with or without conditions, the set-back, off-street parking, height, signage, density and floor-area-ratio requirements of the underlying zoning district of those properties designated by the city commission as historic sites, either individual sites or buildings within districts, where it is deemed appropriate for the continued preservation of the historic site or historic district. The board shall only grant such variances when an application for a certificate of appropriateness has been issued to promote preservation, rehabilitation or restoration. In carrying out this responsibility, the historic preservation board must follow the same procedures specified for the ~~board of adjustment~~ special magistrate in article VIII of chapter 22 of this Code of ordinances.

SECTION 12. 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 13. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 14. This Ordinance is and the same shall become effective on August 1, 2017.

APPROVED AS TO

FORM AND 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.17-021 was duly advertised by title only in the St. Lucie News Tribune on June 23, 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 July 3, 2017; and was duly introduced, read by title only, and passed on second and final reading July 17, 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 17th day of July, 2017.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

City Commission Regular Meeting **12.a.**

Meeting Date: 07/03/2017

Re: Monthly Financial Report for the Month Ending May 31, 2017

Submitted For: Johnna Morris, Finance Director, Finance Department

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SUBJECT:

Monthly Financial Report for the Month Ending May 31, 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 May 31, 2017, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Coding, 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.

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

May 2017 Financial Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/26/2017 04:03 PM
City Manager	Nick Mimms	06/26/2017 05:16 PM
Form Started By: Queen Thompkins		Started On: 06/13/2017 09:48 AM
Final Approval Date: 06/26/2017		

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
May 31, 2017

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	Yes	No	Yes	No	Yes
The fund cash balance is positive.	Yes	Yes	Yes	No	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 May 31, 2017
(67% Year Lapse)

General Fund				
Revenue		**Budget**	**FYTD**	**%**
Beginning Available Resources			**$ 4,852,321**	
Revenue:				
Taxes	$	19,927,375	$ 17,139,552	86.01%
Licenses & Permits		356,500	357,302	100.23%
Intergovernmental		3,154,000	2,180,420	69.13%
Charges for Services		221,100	191,335	86.54%
Fines & Forfeitures		189,500	115,162	60.77%
Miscellaneous Revenue		2,198,758	1,604,323	72.96%
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	**$**	**35,803,121**	**$ 34,209,251**	**95.55%**

Expenditures:		**Budget**	**FYTD**	**%**
City Commission	$	243,603	$ 148,724	61.05%
City Manager		535,282	355,133	66.35%
City Attorney		696,572	395,815	56.82%
City Clerk		316,211	205,485	64.98%
Human Resources		422,500	294,088	69.61%
Finance		773,428	511,292	66.11%
MIS		1,073,500	549,241	51.16%
Purchasing		301,437	203,991	67.67%
Planning		478,772	309,747	64.70%
Code Enforcement		894,695	573,871	64.14%
Police		13,364,012	8,609,910	64.43%
Public Works/Director		93,350	56,929	60.98%
Public Works/Fleet Maint.		620,981	398,443	64.16%
Public Works/Facilities Maint.		899,574	663,569	73.76%
Public Works/Parks & Grounds		2,037,053	1,334,419	65.51%
Public Works/Streets		1,688,544	1,222,762	72.42%
Engineering		1,157,454	599,531	51.80%
Riverwalk		154,822	106,617	68.86%
Administrative		10,051,331	11,288,289	112.31%
Total Expenditures	**$**	**35,803,121**	**$ 27,827,854**	**77.72%**

Net Resources	**$**	**6,381,398**
Total Available Resources	**$**	**11,233,719**
Less:		
10% Budget Reserve		(3,580,312)
Reserve		(600,000)
Unrestricted Resources	**$**	**7,053,407**

Special Revenue Funds

FPRA	Budget	FYTD	%
Begnning Available Resources		**$ 281,884**	
Revenue:			
Taxes	5,020,612	5,127,986	102.14%
Licenses & Permits	0	0	0.00%
Intergovernmental	0	9,572	0.00%
Miscellaneous Revenue	160,500	176,033	109.68%
Transfers	737,543	1,526,901	207.03%
Total Revenue	**5,918,655**	**6,840,491**	**115.58%**
Expenses:			
Operating	321,914	274,597	85.30%
Capital Outlay	0	839,079	0.00%
Other Programs & Projects	20,000	22,385	111.92%
Transfers	5,576,741	5,590,390	100.24%
Total Expenses	**5,918,655**	**6,726,451**	**113.65%**
Net Resources		**114,041**	
Unrestricted Resources		**$ 395,925**	

CDBG	Budget	FYTD	%
Begnning Available Resources		**$ 811,299**	
Revenue:			
Intergovernmental Revenue	866,461	259,828	29.99%
Misc. Revenue	0	4,418	0.00%
Transfers	0	0	0.00%
Total Revenue	**866,461**	**264,247**	**30.50%**
Expenses:			
Administrative	162,266	144,409	89.00%
Rehabilitation Department	45,000	21,876	48.61%
Capital Outlay	43,252	4,320	0.00%
Economic Development	270,000	209,296	77.52%
Public Service	118,940	293	0.25%
Unencumbered	0	0	0.00%
Roll Over Expenditures	227,003	0	0.00%
Total Expenses	**866,461**	**380,193**	**43.88%**
Net Resources		**(115,946)**	
Unrestricted Resources		**$ 695,352**	

Grant Administration	Budget	FYTD	%
Begnning Available Resources		**$ 907,853**	
Revenue:			
Program Income	0	11,173	0.00%
Misc. Revenue	180,250	4,841	2.69%
Interfund Transfers	0	0	0.00%
Total Revenue	**180,250**	**16,014**	**8.88%**
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		**14,229**	
Unrestricted Resources		**$ 922,082**	

SHIP	Budget	FYTD	%
Begnning Available Resources		**$ 258,061**	
Revenue:			
SHIP	267,860	192,043	71.70%
Program Income	40,000	50	0.00%
Misc. Revenue	500	1,710	0.00%
Carry Over Funding	854,760	0	0.00%
Total Revenue	**1,163,120**	**193,803**	**16.66%**
Expenses:			
Operating	91,786	439	0.48%
Grants/Programs & Projects	1,071,334	42,864	4.00%
Total Expenses	**1,163,120**	**43,303**	**3.72%**
Net Resources		**150,501**	
Unrestricted Resources		**$ 408,561**	

Enterprise Funds

Marina	Budget	YTD	%
Begnning Available Resources		**$ 288,946**	
Revenue:			
Grants	470,000	0	0.00%
Charges for Services	1,464,348	1,148,944	78.46%
Misc. Revenue	1,426,800	1,645,901	115.36%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	376,154	0	0.00%
Total Revenue	**3,737,302**	**2,794,845**	**74.78%**
Expenses:			
Personnel Services	399,440	254,450	63.70%
Operating	2,902,537	2,215,563	76.33%
Capital	498,000	2,293	0.46%
Debt Service	451,115	224,570	49.78%
Non Operating	404,830	143,565	35.46%
Total Expenses	**4,655,922**	**2,840,441**	**61.01%**
Plus Depreciation		**745,688**	
Net Resources		**700,092**	
Unrestricted Resources Available		**$ 989,038**	

Solid Waste	Budget	YTD	%
Begnning Available Resources		**$ 1,059,813**	
Revenue:			
Charges for Services	6,219,000	4,412,816	70.96%
Misc. Revenue	4,000	47,651	1191.28%
Approp Retained Earnings	367,431	0	0.00%
Total Revenue	**6,590,431**	**4,460,467**	**67.68%**
Expenses:			
Personnel Services	2,040,266	1,361,547	66.73%
Operating	3,585,165	2,816,908	78.57%
Capital	450,000	106,452	23.66%
Non Operating	800,000	415,000	51.88%
Total Expenses	**6,875,431**	**4,699,908**	**68.36%**
Plus Depreciation		**191,612**	
Net Resources		**(47,829)**	
Unrestricted Resources Available		**$ 1,011,984**	

Golf Course	Budget	YTD	%
Begnning Available Resources		**$ (80,725)**	
Revenue:			
Charges for Services	1,259,500	765,952	60.81%
Misc. Revenue	127,750	62,033	48.56%
Transfers	0	170,000	0.00%
Approp Retained Earnings	0	0	0.00%
Total Revenue	**1,387,250**	**997,985**	**71.94%**
Expenses:			
Personnel Services	599,455	381,513	63.64%
Operating	883,883	643,623	72.82%
Capital	6,000	0	0.00%
Non Operating	32,641	0	0.00%
Total Expenses	**1,521,979**	**1,025,136**	**67.36%**
Plus Depreciation		**90,761**	
Net Resources		**63,610**	
Unrestricted Resources Available		**$ (17,115)**	

Sunrise Theatre	Budget	YTD	%
Begnning Available Resources		**$ (154,392)**	
Revenue:			
Grants	0	0	0.00%
Charges for Services	3,640,000	2,205,190	60.58%
Misc. Revenue	582,300	286,758	49.25%
Transfers	450,000	606,000	134.67%
Total Revenue	**4,672,300**	**3,097,948**	**66.30%**
Expenses:			
Personnel Services	578,243	353,428	61.12%
Operating	4,441,620	3,199,286	72.03%
Capital	187,437	745	0.40%
Non Operating	0	0	0.00%
Total Expenses	**5,207,300**	**3,553,459**	**68.24%**
Plus Depreciation		**357,138**	
Net Resources		**(98,372)**	
Unrestricted Resources Available		**$ (252,764)**	

Building	Budget	YTD	%
Begnning Available Resources		**$ 677,253**	
Revenue:			
Licenses & Permits	1,355,000	833,520	61.51%
Charges for Services	22,000	16,070	73.05%
Fine & Forfeits	3,000	1,800	60.00%
Misc. Revenue	16,000	16,643	104.02%
Transfers	0	0	0.00%
Approp Retained Earnings	(8,852)	0	0.00%
Total Revenue	**1,387,148**	**868,033**	**62.58%**
Expenses:			
Personnel Services	905,915	445,384	49.16%
Operating	438,700	389,697	88.83%
Capital	42,533	538	1.27%
Non Operating	0	0	0.00%
Total Expenses	**1,387,148**	**835,619**	**60.24%**
Plus Depreciation		**0**	
Net Resources		**32,414**	
Unrestricted Resources Available		**$ 709,667**	

Stormwater	Budget	YTD	%
Begnning 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	2,533,916	101.27%
Misc. Revenue	15,000	610,509	4070.06%
Transfers	0	0	0.00%
Approp Retained Earnings	639,033	0	0.00%
Total Revenue	**3,156,122**	**3,294,926**	**104.40%**
Expenses:			
Personnel Services	0	0	0.00%
Operating	3,126,067	2,687,700	85.98%
Capital	20,000	19,521	97.61%
Non Operating	1,196,055	1,335,130	111.63%
Total Expenses	**4,342,122**	**4,042,351**	**93.10%**
Plus Depreciation		**793,280**	
Net Resources		**45,854**	
Unrestricted Resources Available		**$ 2,024,696**	

RESTRICTED REVENUE RECONCILIATION 6/26/2017

THRU 4/30/2017

	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	176,212.00		1,650,065.00	399,714.00		260,145.00	197,819.40	105,960.00	100,000	(7)(8)	1,063,638.40	586,426.60
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	1,643.41			25,468.35	49,131.65
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	5,935.12		50,231.40								0.00	50,231.40
Road Impact Fees	268,273.06	87,390.57	116,573.34	246,932.06	222,623.44		941,792.47	137,687.14	0.00	19,125.95	0.00	107,143.55	401,159	(10)(11)(12)(13)	665,115.64	276,676.83
Park Impact Fees	166,726.17	23,628.91	26,241.54	43,724.83	22,188.68		282,510.13	63,331.76	13,772.80	99,072.00					176,176.56	106,333.57
Building Impact Fees	70,681.00	8,318.30	18,260.11	39,594.08	19,330.15		156,183.64	8,735.09							8,735.09	147,448.55
Solid Waste	19,233.86	2,056.73	7,355.23	6,654.21	13,204.48		48,504.51	19,233.86							19,233.86	29,270.65
Impact Admin Fee	15,710.16	7,215.15	5,718.41	11,411.91	4,732.92		44,788.55	15,710.16	2,523.72	1,440.94	494.18	4.00			20,173.00	24,615.55
Multimodal Transportation	0.00	4,000.00					4,000.00								0.00	4,000.00
PFSRD Parks and Recreation	7,500.00						7,500.00	0.00	7,500.00				0		7,500.00	0.00
PFSRD Road Improvements	129,258.58						129,258.58	73,529.71							73,529.71	55,728.87
Other Miscell. Restricted	48,808.29		76,958.91	235,541.10		(14)	361,308.30	48,808.29							48,808.29	312,500.01
Sunrise Theatre Capital Fee					113,996.00		113,996.00								0.00	113,996.00
Sale of Surplus Land-FPRA	0.00	0.00	0.00	0.00	1,068,342.63		1,068,342.63								0.00	1,068,342.63
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	8,054.85		55,926.17	31,139.56							31,139.56	24,786.61
	551,091.34	**382,331.01**	**484,502.15**	**809,077.02**	**1,692,664.97**		**1,479,222.15**	**1,238,050.20**	**29,733.63**	**383,614.99**	**213,170.54**	**395,150.96**	**501,159**		**2,760,879.32**	**3,094,940.74**

City Commission Regular Meeting **15.a.**

Meeting Date: 07/03/2017

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Attachments

July 2017

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/26/2017 09:41 AM
City Manager	Nick Mimms	06/26/2017 11:44 AM

Form Started By: Jennifer Robinson Started On: 06/14/2017 01:11 PM

Final Approval Date: 06/26/2017

SUNRISE CITY SPECTRUM

JULY 2017

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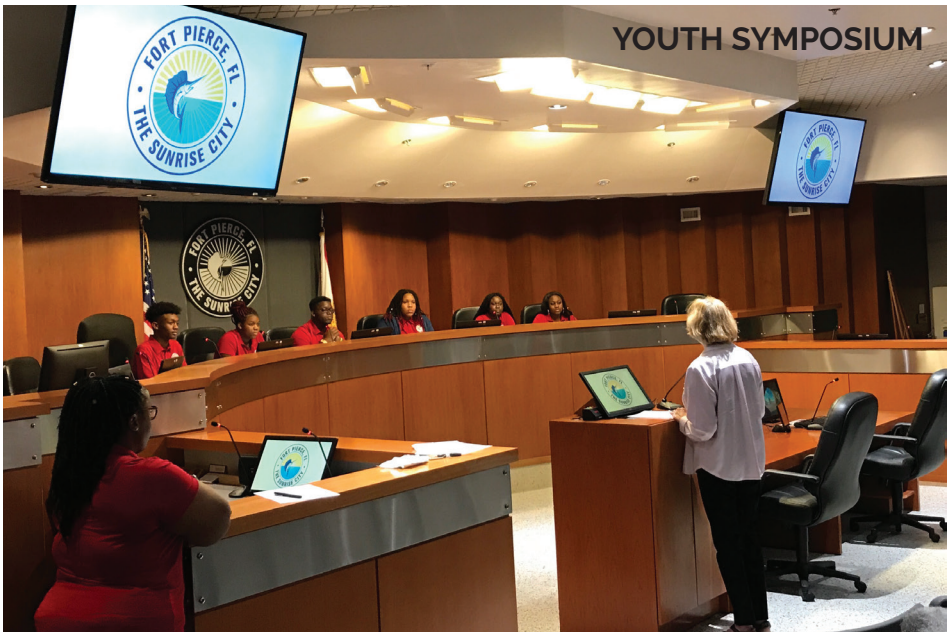
Summer Giving

Who doesn't miss summertime as a kid? I know the heat was unbearable at times, and you surely weren't going to sit outside, midafternoon, to enjoy a spicy hot bowl of chili. More like drinking from a water hose, and finding a quick snack. I remember those old summertime smells of BBQ cookouts, fireworks, and pool parties. As a kid, I made every effort to enjoy every waking moment of summer. We would sweat our butts off bike riding and playing outside, but couldn't wait to get in the pool at grandma's come noon time. Three hours later of being water logged and sunburned, it was nap time with the A/C cranked down and the fans going… it was great!

Now our summers as adults are swift, but still hot. Being an adult isn't fun sometimes; it's tough, and the road getting here wasn't all that much fun for some either. It is one reason why, for those of us that have kids, we want to make that transition for them as easy as possible. However, for some children, the road is far more difficult, and summertime is a dream in the back of one's mind. No BBQ's, pool parties, or bike rides. We see that in our communities all over, not just in Fort Pierce, but in our nation. *We have to give back*. The City of Fort Pierce has been working hard in our community to see that children get a fair shot at those fun times and a good education. This year, the City of Fort Pierce took another approach at giving

YOCO AND BOYS AND GIRLS CLUB

back. We teamed up with the Fort Pierce Police Department to enter this year's Chili Cook off. Oh, right… chili and summertime don't mix. Well, this time, it does because all proceeds go toward the Boys and Girls Club of St. Lucie County. Their mission statement is "to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens," and we want to see that through. The City of Fort Pierce team has been raising funds and getting ready for this year's chili competition in hopes of helping every child that walks through that door at the Boys and Girls Club.



YOUTH SYMPOSIUM

We have seen aspiring leadership and talent from the club such as Aleshia Johnson, who won Youth of the Year 2017 for a second time in a row. Ms. Johnson also leads the Fort Pierce Youth Council (YOCO). YOCO was designed by the City of Fort Pierce to help provide a voice and an ear to the youth in our community. It is youth led, under adult guidance, and meets once a month where the youth create new ways to engage our youth in the community and plan monthly community projects. In fact, Ms. Johnson recently led the Youth Council on a beach cleanup on South Beach Causeway.

How can you give back? Join us!! The Chili Cook Off will be held Saturday, July 15th starting at 11:00 AM at the Fenn Center. It is a free event and it is possibly the one place in Florida that you can enjoy a hot cup of chili on a summer day.

FORT PIERCE POLICE DEPARTMENT

unity in our community

empowering our neighborhoods

JOIN US!

WEDNESDAY | JULY 12TH | 10 AM - 2 PM

PERCY PEEK GYMNASIUM 2902 AVENUE D

FREE FOOD & FREE GIVE-AWAYS

BOUNCE HOUSES ● FACE PAINTING ● BALLOONS ● ENTERTAINMENT
PEDIATRIC DENTAL CARE ● HIV AND STI TESTING
CHILD FINGERPRINTING ● ROCK PAINTING

FOR INFORMATION, CONTACT: ED CUNNINGHAM (772) 467-6801

Don't miss the Fort Pierce Police Department's first ever Unity in Our Community event at Percy Peek Gym. It will be a family-oriented day of fun that will allow residents and officers to share some good times while getting to know each other. There will be bounce houses and entertainment, as well as informational booths from various service agencies with resources for health care and other topics. It's on Wednesday, July 12 from 10 a.m. to 2 p.m. Stop by if you can and be part of the fun!

UNITY IN OUR COMMUNITY

Memorial Day weekend in Fort Pierce turned out to be a great day for officers who worked the heavily visited beach. They met lots of people, played with kids and posed for a few photos. The Fort Pierce Police Department's boat, with it's new design, kept our waterways safe while ATVs patrolled the beach. Best of all, it was a safe day for everyone who kicked off summer by spending time outside.

Officers Damian Spotts and Jorge Goz represented the Fort Pierce Police Department at the recent opening ceremony of the Florida Special Olympics Summer Games. This is where the statewide torch run ends, and the flame of hope is lit to signify the start of the summer games. It was held at Disney's ESPN Wide World Of Sports complex with officers from throughout Florida competing. Thank you to everyone who helped with our four Tip-A-Cop events this year, where more than $8,000 was raised to support the Special Olympics.

Fort Pierce Police Officer Elizabeth Louis delivered a beautiful version of the National Anthem at a recent Law Enforcement Memorial Service at St. Paul Methodist Church, and she sang at a countywide service at St. Bernadette's Catholic Church in St. Lucie West.

Her beautiful voice would make any American proud to hear such a sincere and memorable version of the National Anthem, but that fact that she did it while wearing the Fort Pierce Police uniform made it even more moving.

The Grants Administration Division, in partnership with All About Building Business, African American Business Association of the Treasure Coast, St. Lucie County Economic Development Council, FAU Small Business Development Center, St. Lucie County, Treasure Coast Service Corps of Retired Executives and Visit Florida, kicked-off the 1st Annual Minority Business Expo, which will take place August 11-12 at the Havert L. Fenn Center. This first annual event is the result of a grant application to Visit Florida.

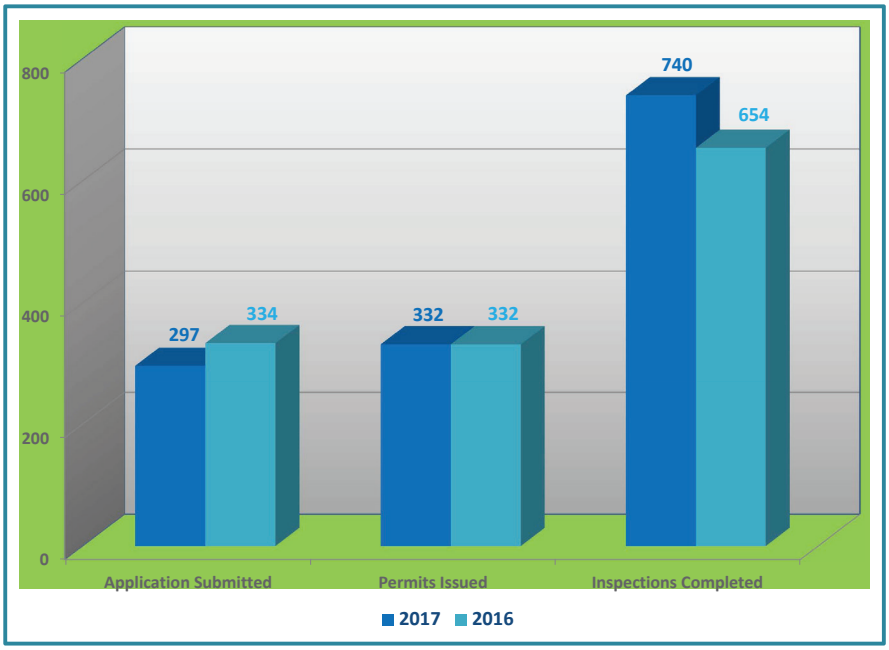
The Grants Administration Division kicked off registration for the 2017 Summer Jam Basketball Camp. The camp will be available for up to 50 youth per day, ages 7-17 and run for 8 weeks, from June 12-August 4. A grant from the Children's Services Council of St. Lucie County is helping cover salaries for 5 full-time camp staff. A partnership with the Treasure Coast Food Bank will ensure breakfast and lunch each day for the campers. The camp will include weekly trips to the Zora Neale Hurston Library and other field trips, crafts, life-skills and other fun activities and of course, basketball!

601 Seaway Drive, Causeway Cove Marina- This photo shows the 8 docks that completed first electrical and plumbing inspections. The next step will be the installation of the fire department connections.

1709 Surfside Drive- The single family home shown above is located in a special flood hazard area. In addition to complying with Florida Building Code requirements, the elevation of the structure is consistent with the approved construction methods according to Paul Thomas, Building Official and Certified Floodplain Manager. This picture was taken during the drywall inspection; the next inspection scheduled is for stucco which will be completed shortly.

BUILDING PERMIT ACTIVITY REPORT

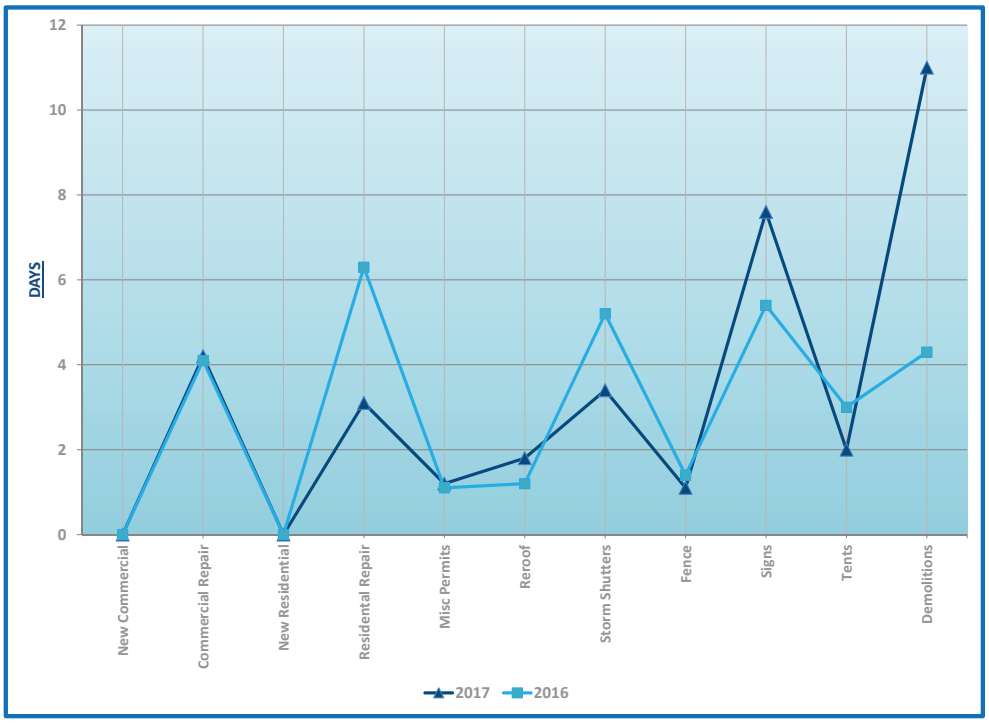
MAY 2017



PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.

MAY 2017



The Public Works Department participated in the 2nd annual "Restoring the Village" project on June 10, 2017. It is amazing to see the amount of community pride and unity that is exhibited by everyone involved. This year, there was fantastic support by our local governmental bodies with both employees and elected officials lending a hand. In total, there were over 600 volunteers present that day. The City of Fort Pierce, Fort Pierce Police Department, Fort Pierce Utilities Authority, St. Lucie County, St. Lucie County Sheriff's Department and the St. Lucie County Fire District were all represented well.

With an area covering from 13th Street to the East and 29th Street to the West, Avenue D to the South and Avenue Q to North, the Public Works Department team provided support services early on, delivering pallets of water and coolers of ice to the four stations. Then their focus shifted to providing maintenance to City owned properties and rights of way, a beatification project around Lincoln Park Academy and picking up all bulk material and vegetative debris within the clean-up area (19.48 tons of debris removed). By the time the rain set in, the impact of all of the volunteers efforts were clearly visible.

Another exciting project going on in the Public Works Department is the installation of bollard lights along Inlet Linear Park. Over 30 decorative lights are being installed and will be operational soon. These are the same turtle friendly, low level lights that are installed within Jetty Park.

With the rainy and grow seasons upon us, the Public Works Department team has many challenges and their work cut out for them but will continue to do a great job.

RIVER WALK CENTER SALES REPORT MAY 2017

CLASSES	$ 875.87
PARK PERMITS	$ 4,557.63
SPECIAL EVENTS	$ 2,400.00
GARDEN CENTER	$ 448.71
MARAVILLA CENTER	$ 532.16
OLD CITY HALL	$ 825.00
RIVER WALK CENTER	$ 3,407.79
YOUTH ACTIVITIES (HDRC)	$ 900.00
TOTAL	**$ 13,947.16**

The first of four junior camps was held at Indian Hills from June 7th through June 10th. There were 20 participants in attendance. The children learned some golf swing fundamentals, golf course etiquette, and putting techniques. They played in a tournament the last day and were out on the golf course. Everyone seemed to have a great time. There will be one more camp in June, and two in July. The Fort Pierce Sunrise Kiwanis presented Indian Hills with a check in the amount of $1,000 to help cover expenses and sponsor children who could not afford to pay for the camps.

INDIAN HILLS SALES REPORT

	4/2017	5/2017
Golf Rounds	3748	1956
Golf Fees	$87,222.04	$33,437.62
Range Tokens	$2,487.63	$1,423.25
Membership Pass	$190.00	$325.00
Food & Beverages	$5,167.86	$2,892.92
Merchandise	$2,435.82	$1,257.62
Total	$97,503.35	$39,336.41

JULY 4TH
STARS OVER
ST.LUCIE
6:00 PM AT THE
FORT PIERCE
CITY MARINA

CITY MARINA FINANCIAL REPORT

	MARCH	APRIL	MAY
Dockage Reservations	199	238	218
Monthly Dockage	$126,111.12	$111,080.10	$109,055.03
Transient Dockage	$58,486.31	$60,338.63	$54,305.94
Electricity	$6,230.45	$6,013.87	$5,165.40
Retail	$31,850.73	$24,850.55	$16,176.79
Gas Sales	$26,273.07	$31,422.42	$50,222.06
Diesel Sales	$60,761.87	$51,865.48	$187,233.36
TOTALS	$309,713.55	$285,571.05	$422,158.58

FREE SUMMER TIME MOVIES AT THE SUNRISE THEATRE

Remember when movies were classics, and the Sunrise Theatre was the place to be? Well, this summer they are back on the Big Screen and FREE! On Sundays: July 9, 16 & 23 and August 13, 20 & 27 at 3:00 pm. Bring a friend, escape the summer heat, treat yourself to some goodies at our full concession stand and have a great time at The Sunrise Theatre, enjoying the FREE Summer Time Movies!

Sponsored by Humana, the Summer Time Movie Series includes, six (6) FREE movies: **Fantastic Beasts, Sunday, July 9**, Eddie Redmayne, Katherine Waterston and Alison Sudol; ***La La Land*, Sunday, July 16**, starring Ryan Gosling, Emma Stone and Rosemarie DeWitt; ***Diamonds Are Forever,* Sunday, July 23,** starring Sean Connery, Jill St. John and Charles Gray; ***Hidden Figures*, Sunday, August 13,** Taraji P. Henson, Octavia Spencer and Janelle Monae;: **Star Wars: Episode IV – A New Hope, Sunday, August 20;** starring Mark Hamill, Harrison Ford and Carrie Fisher; and **Grease, Sunday, August 27,** starring John Travolta, Olivia Newton-John and Stockard Channing.

Tickets are available in person only at the theatre's box office located at 117 South Second Street, Ft. Pierce, 10:00 a.m. to 2:00 p.m., Monday to Friday and two hours prior to each movie. Limit 4 tickets per person. Tickets are subject to availability. For more information call 772-461-4775.

SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Attendance	Total Expense	Total Revenue	Gain/(Loss)
5/5	DADDY - End It	N/A	$981.12	$600.00	($381.12)
5/6	Team Tommy Lip Sync	N/A	$541.89	$3,530.00	$2,988.11
5/10	Working Woman's Wednesday	N/A	$327.60	$569.50	$241.90
5/11	St. Andrew's Spring Muscial	442	$1,796.02	$3,978.00	$2,181.98
5/13	Docs Rock	742	$11,243.71	$16,318.00	$5,074.29
5/18	Decades Rewound	133	$3,943.04	$7,193.30	$3,250.26
5/19	JCHS Graduation	N/A	$1,353.80	$3,070.00	$1,716.20
5/19	Lauren Michell	87	$1,448.00	$2,579.23	$1,131.23
5/22	TCPalm Sports Award	102	$1,602.60	$5,420.94	$3,818.34

Date	Rental	Attendance	Total Expense	Total Revenue	Gain/(Loss)
5/1-31	Jazz Jam	315	$1,910.88	$2,472.00	$561.12
5/1-31	Comedy Corner	226	$2,931.34	$5,076.00	$2,144.66
		TOTALS	$28,080.00	$50,806.97	$22,726.97

WELCOME TO FORT PIERCE!

AMETHYST BLISS | COMPUTER SERVICE

ARUBAH NEUROSCIENCE INSTITUTE | MEDICAL CLINICS, OFFICES ETC.

ASI, KHALED M.D. | PHYSICIANS AND SURGEONS

BAUTISTA'S GENERAL SERVICE | UNCLASSIFIED

BRADLEY, BRENDA | UNCLASSIFIED

CHEF GRIOT RESTAURANT LLC | CAFE/ RESTAURANT-1-10 SEATS

COOPER, STEPHAN | CAR WASH

ECB TRUCKING, LLC | TRUCKS/VEHICLES DELIVERY OF GOODS

ENERGIZED ELECTRIC LLC | CONTRACTORS, GENERAL OR SPECIALTY

ENERGIZED GAS INC | CONTRACTORS, GENERAL OR SPECIALTY

FRANCHISE TAX SERVICE INC | CHECK CASHING

GETZ & SON'S HANDYMAN SERVICES | HANDYMAN-REPAIRS NOT REQUIRING A PERMIT

GHEITH, AYMAN AHMAD M.D. | PHYSICIANS AND SURGEONS

GIDGETS & GADGETS | MERCHANT-NOT EXCEEDING $10,000

GUPTA, VIKAS M.D. | PHYSICIANS AND SURGEONS

HOUSE OF GEMS | SCHOOLS - DANCE

INFINITY ENFORCEMENT AGENCY | DETECTIVE:PRIVATE

JRHADAWAY INC | HANDYMAN-REPAIRS NOT REQUIRING A PERMIT

KRICHENBAUM, FERENC | MOTOR VEHICLE-USED CARS ONLY

MARTIN, DAVIA | BEAUTY SHOPS

MITCHELL, PRECIOUS | BEAUTY SHOPS

NEW STEP INC| MERCHANT-NOT EXCEEDING $10,000

O'SULLIVAN'S IRISH PUB | MERCHANT-NOT EXCEEDING $10,000

PACHECO'S SWEET DESIGNS | MANUFACTURERS-NOT EXCEEDING 3 PERSONS

PELTZ, MATTHEW ERIK | PROFESSIONS-EACH INDIVIDUAL

PUPUSERIA LA SALVADORENA | PEDDLER/SOLICITOR/VENDORS:SEE SEC.9-76

PYNE, WILLIAM | LAWN SERVICE AND CARE

SANDY SHORE REAL ESTATE LLC | REAL ESTATE OFFICE

SOCKETFACE STUDIOS, INC. | CONSULTANTS,BONDS,BUSINESS, COMPUTER

TASTE OF INK | TATTOOING - ONLY W/STATE LICENSING

THE SEATED RETREAT | PROFESSIONS EACH INDIVIDUAL

TREASURE COAST WHEELS & TIRES | MACHINE/REPAIR-N/E 3 PERSONS

WALKER MARINE SERVICES INC | REPAIR/SERVICEMEN W/O SHOP

WAUTERS, DEBORAH | VENDORS: SEE PEDDLERS,SOLICITORS,VENDORS

WOLIN INDUSTRIAL SALES, INC | CONSULTANTS, BONDS, BUSINESS , COMPUTER, ET

WOOD FYAH BAR & GRILL | CAFE/RESTAURANT-OVER 25 SEATS

WOOD, TIFFANY | MOTELS

YNUNEZ MULTI-SERVICES | MERCHANT-NOT EXCEEDING $10,000

UPCOMING EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	7:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
CITY COMMISSION MEETING	7/3	6:30 PM	CITY HALL
CITY HALL CLOSED FOR INDEPENDENCE DAY	7/4	8:00 PM - 5:00 PM	CITY HALL
STARS OVER ST. LUCIE	7/4	6:00 PM - 9:00 PM	MARINA SQUARE
FRIDAY FEST	7/7	5:30 PM - 9:00 PM	MARINA SQUARE
UNITY IN OUR COMMUNITY	7/12	10:00 AM - 2:00 PM	PERCY PEEK GYM
THE PURE ZEPPELIN EXPERIENCE	7/29	8:00 AM - 9:30 PM	SUNRISE THEATRE

Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.

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