

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, February 3, 2014 - 6:30 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER - Pastor Lorenzia Sanders, Assembly of Jesus Christ**
3. **PLEDGE OF ALLEGIANCE - Fort Pierce Boy Scout Troop #772 , followed by a special presentation.**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES - from January 21, 2014 meeting.**
6. **PROCLAMATIONS**
 - a. Proclamation naming February 11 - 17, 2014, as 2-1-1 Awareness Week; being received by Page Woodward, Community Relations Specialist, 2-1-1 HelpLine.
7. **LETTERS TO COMMISSION**
8. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject which is not under Public Hearings on the Agenda 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.

ANY PERSON SEEKING TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING 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 THE PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

9. **CONSENT AGENDA**
 - a. Approve contribution of \$5,000 to the Police Athletic League from the Law Enforcement Trust Fund.

- b. Approve purchase of equipment in the amount of \$15,426.28 from SHI to replace aging routing and switches at City Hall and the remote sites.
- c. Approve payment of \$16,687.93 to Conkling & Lewis Construction, Inc. for the repair of the Sunrise Theatre's building overhang.
- d. Approve payment of \$14,700 to Wantman Group for the assessment of the seawall along Moore's Creek at the H.D. King Power Plant property.
- e. Reduce Code Enforcement Lien from \$69,340.00 to \$18,854.92 against 2102 Golfview Court, owned by A to Z Properties, Inc. and Joan M. Hook.
- f. Reduce Code Enforcement Lien from \$63,640 to \$8,031.91 against 517 South 8th Street, owned by Al Bernetti.

10. **PUBLIC HEARINGS**

- a. Ordinance No: 14-002, Amendment to Chapter 13, Police Officers Retirement; Amending Section 13-165(e) to permit the Board to use its discretion to invest and reinvest the moneys of the fund. SECOND READING
- b. Notice of Appeal submitted by Mr. David Cleveland. The relief sought is the reversal of the Historic Preservation Board's decision to deny the Certificate of Appropriateness for replacement of original and non-original windows at Old City Hall and St. Anastasia School Building. (CONTINUED FROM 1/21/2014)

11. **MISCELLANEOUS REPORTS & REQUESTS**

12. **CITY COMMISSION**

- a. Resolution No. 14-R04, authorizing the execution of a Local Agency Program (LAP) Agreement with FDOT for South 31st Street sidewalk improvements from Tennessee Avenue to Okeechobee Road; and approval of the Federal-Aid Project Funding Request.
- b. Resolution No. 14-R06, appointing members to the Communitywide Council.
- c. Resolution No. 14-R07, appointing members to the Board of Examiners of Contractors.
- d. Resolution No. 14-R08, appointing members to the Construction Board of Adjustments and Appeals.

- e. Resolution No. 14-R09 appointing members to the Board of Examiners of Contractors.
- f. Submittal of applications for appointment/reappointment to the Code Enforcement Board for consideration.

13. **COMMENTS FROM THE CITY MANAGER**

- a. Department Activity Report

14. **COMMENTS FROM THE COMMISSION**

15. **ADJOURNMENT**

City Commission Regular Meeting

Agenda Item # 5.

Meeting Date: 02/03/2014

Re: Minutes 1.21.2014

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

APPROVAL OF MINUTES - from January 21, 2014 meeting.

Attachments

Minutes 01-21-14

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 TUESDAY, JANUARY 21, 2014.

1. **CALL TO ORDER at 6:30 p.m.**

2. **OPENING PRAYER** - Jill Hinkle, St. Andrew's Episcopal Church offered the opening prayer.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Edward Becht; Commissioner Thomas Perona; Commissioner Reginald Sessions;

Staff Present: City Clerk Linda Cox
City Manager Robert Bradshaw
City Attorney Robert Schwerer

5. **APPROVAL OF MINUTES** - January 6, 2014 Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the Minutes of the Regular Meeting on January 6, 2014.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

6. **PROCLAMATIONS** - No Proclamations were issued.

7. **LETTERS TO COMMISSION** - The following letters will be kept on file in the City Clerk's Office:

- a. Letter from Roy Whitehead, President, Treasure Coast Youth Sailing Foundation, commending Libby Woodruff, grant writer, for sharing her experience, knowledge and guidance as they were writing their application for CDBG grant funds.
- b. Letter from Roy Whitehead thanking Chief Sean Baldwin for serving as a guest speaker at the Fort Pierce Yacht Club.
- c. Letter from Blades Robinson commending the City Manager and City staff members for their leadership, friendliness, knowledge and "can do" attitude as he was deciding whether to invest in the City of Fort Pierce. He is now a proud tax-paying citizen.

8. **COMMENTS FROM THE PUBLIC**

Ms. Peggy Harris, My Choice Inc
Mr. Willie Henton and Mr. Neal Sirmons, Third World Promotions
Rev. John Lee, 1204 Avenue K
Mr. Doy Demsick, American Cancer Society
Mr. Patrick Henry, 1123 Granada Street
Mr. Rick Reed

Mr. Gage Steffen, 332 NW Aurora Street, PSL

Mr. Roy Darby, 619 South 6th Street

Ms. Nyla Pipes, 332 NW Aurora Street, PSL

9. CONSENT AGENDA

- a. Approval of 2014 CDBG Public Service Agency Funding Recommendations.
The Communitywide Council evaluated sixteen (16) PSA grant applications, recommended funding for eleven (11), in the amount of \$70,000. This amount was previously approved in the PY 2013-2014 CDBG Annual Action Plan (\$70,000).
- b. Approval of Change Order No. 6 in the amount of \$197,483.30 for SR A1A Phase I Improvements with Dickerson Florida, Inc. PO No. 110671 - Ref. Bid No. 6008.
- c. Request for a one (1) year for Site Plan and Conditional Use Extension for Mount Bethel Baptist Church - South 25th Street, east of Fort Pierce Central High School. Approval of this item will grant the applicant a new site plan approval through January 21, 2015.
- d. Approval of request to waive administrative fees in the amount of \$100 for a Lot Clearing Lien totaling \$350 against 810 N. 4th Street, owned by Theresa and Jerry L. Wilson, contingent upon payment of \$250.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander that the following items on the Consent Agenda be approved - 9a, 9b, 9c, 9d.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

10. PUBLIC HEARINGS

- a. Ordinance No: 14-001 - Application for Alleyway Abandonment - American Legion Post 40 - 810 South US Highway 1. **SECOND READING.**

Mr. Ryan Sweeney, Senior Planner, was present for questions.

Mayor Hudson opened the Public Hearing.

Seeing no one, the Mayor closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve Ordinance No. 14-001.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- b. Ordinance No: 14-002; An Ordinance of the City Commission of the City of Fort Pierce, Florida amending Chapter 13, **POLICE OFFICERS RETIREMENT TRUST FUND**. **FIRST READING**

Ms. Gloria Johnson, Finance Director, appeared with a recommendation for approval. She stated that this was amending the Police Officer's Investment Policy, the section pertaining to

the investment area of the trust.

Commissioner Becht questioned if this was related to the 185 money. Ms. Johnson identified that this was, with no financial cost to the city.

Ms. Johnson clarified for Mayor Hudson that it was the City of Fort Pierce Retirement and Benefit System that was recommending approval.

Mayor Hudson opened the Public Hearing.

Seeing no one, the Mayor closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

11. MISCELLANEOUS REPORTS & REQUESTS

- a. Building Department Click-2-Gov Presentation in an effort to educate the public on the Building Department permit portal. Mr. Marc Myers, Building Department Director, offered a presentation of the City of Fort Pierce's internet accessible permit program known as Click-2-Gov.

Mayor Hudson inquired if the applicant would also receive notification other than online. Mr. Myers gave a brief explanation of the permit process explaining that the applicant receives written notification after the information has been put on the website of any holds, rejections or problems.

Commissioner Alexander asked how long the program has been available and if there is a process in place to red flag permits on hold and have a monthly report. Mr. Myers stated that this program has been in place for two years and that if the plan has been rejected then it has been returned to the building department and a notification has been sent with a list of deficiencies.

Commissioner Becht commented that he finds the program interesting because it is not just for the contractor, that the owner can go online with their permit number and check with the city the status of their permits.

Commissioner Perona addressed a scenario where inclement weather creates a backup of inspections and asked how does the department communicate that the inspector is not going to be there. Mr. Myers stated that the inspectors are very diligent but if the inspection has to roll over to the next day a notification call is made.

Commissioner Sessions asked what was the percentage of users to this program. Mr. Meyers explained that there are two systems to schedule inspections, online as well as an automated phone line system. The Selectron system has been in place for two years prior to Click-2-Gov and within a year of the online service usage was at 50 percent. Commissioner Sessions made note that this system is a tracking device and asked of ways to improve the timing of the permitting process. Mr. Myers responded that he does a monthly check and when something stands out he will talk to the individual or direct staff to make contact. He stated that time frame will be added to there current monthly report.

Mr. Myers concluded by stating that there are 50 percent more permits this year than last with no increase in staff.

- b. City Marina Reconstruction Update. Mr. Edward Seissiger, Project Coordinator, appeared and stated that they are finalizing Phase 1 of the project and beginning to assemble the contract documents for Phase II. He hopes to have them before Commission in early February.
- c. Monthly update of the City of Fort Pierce Solid Waste Division's Single Stream Recycling Program. Mr. Mike Reals, Public Works Manager appeared with a presentation outlining that once the single stream containers started in July there has been a steady rise with December reaching an unexpected milestone. For the year 2013, the City saved \$12,793.79 in avoided disposal fees and within the same year, the recycling revenue was \$8,249.90. The City kept just shy of 600 tons of material waste from the landfill.
- d. Highwaymen Heritage Trail Project Presentation. Ms. Libby Woodruff, Grants Administrator, and Mr. Nick Mimms appeared and presented a power point presentation that will be kept on file in the City Clerk's Office. She detailed the trail map and highlighted many aspects of the website that has been established with this project. The website is Thehighwaymentrail.com.

Commissioner Becht asked if a visitor to the website could leave a donation using a credit card. Ms. Woodruff stated that they will make sure to include that. He stated that he could see people getting excited about this website.

- f. Financial Report for Quarter Ending December 31, 2013. Ms. Gloria Johnson appeared and presented an update.

Commissioner Becht questioned why the personnel services for the departments were exceeding quarter marks. Ms. Johnson responded that during the first quarter in each year we get our sick leave conversion. It is received once for the year and this is done in the first quarter and will sometimes boost the number.

Ms. Johnson stated that we never budget for seasonal Christmas decorations. The process has been a transfer of funds after the budget. Commissioner Becht stated that he would like to see the Christmas expenses become part of the budget and asked that the previous process be changed.

Ms. Johnson said that she wanted to go over the FPRA fund. The City received TIF funding from the City and the County for \$3.9 million, about \$9,000 short of what was budgeted.

Mayor Hudson questioned a reimbursement of expenditures that had a budget of \$0.00 but is showing an amount of \$82,300. Ms Johnson stated that 1 1/2 years ago, we drew down money from CDBG that were not allowable. We used that money to do work on the houses on Orange Avenue and when the houses were sold we had to reimburse CDBG that money. Ms. Johnson further clarified the charges were disallowed by HUD and the reimbursement funds were to go to them.

Commissioner Alexander asked if any of the roll over funds were for the repairs to St. Anastasia. Mr. Mimms stated that the repairs were not allocated from these funds. Ms. Johnson stated that she will get with Mr. Mimms and do a budget amendment to give a break down of the funds.

Ms. Johnson spoke briefly about the Marina. Commissioner Becht asked when she will be comfortable making projections on the revenue that will be coming in on the boat slips, slip rental receipts and additional fuel sales. She stated that Mr. Kubitschek has been working on

that. They will put those projections in whenever we are closer to knowing the completion.

The final report was from the Financial Position Resources and Uses. She stated we have not closed out the 2013 year but our estimated resources for the general fund is \$4,186,041.00. Out of that amount, \$3,410,000.00 is for the 10 percent reserve. We also had to appropriate for the 2014 budget a total of \$723,624.00, so what the general fund is bringing forward in 2014 is \$46,000.00.

The first quarter revenues are \$12,220,000.00, the budget appropriation amount of \$723,624.00 and we also had to reserve \$1,500,000.00 of the tax revenue for our 2015 budget; she was taking that amount out. For the first quarter our resources are \$11,436,000.00, out expenses were \$8,794,000.00 and our total available resources are \$2,600,000.00.

12. CITY COMMISSION

- a. Submittal of Applications for appointment to the Communitywide Council to fill one (1) regular member vacancy.
- b. Submittal of Applications for reappointment to the Board of Examiners of Contractors
- c. Submittal of Applications to the Board of Examiners of Contractors to fill one vacancy.
- d. Submittal of Applications for reappointment to the Construction Board of Adjustments and Appeals.
- e. Ratification of 2014 Board and Committee appointments for Mayor and Commissioners

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve 2014 Board and Committee appointments for Mayor and Commissioners.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht,
Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- f. Resolution 14-R01 re-appointing James H. Brown to the Housing Authority Board.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve Resolution 14-R01.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht,
Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- g. Resolution 14-R02 Supporting Grant Application to Visit Florida to cover the design and printing costs of tourism brochures.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to approve Resolution 14-R02.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht,
Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

- h. Resolution 14-R03 Supporting Grant Application to Dr. Pepper Snapple Keep America Beautiful (DPS-KAB) to provide recycling bins for City parks.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to approve Resolution 14-R03.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Edward Becht, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

13. COMMENTS FROM THE CITY MANAGER

- a. Department Activity Report - Mr. Bradshaw had no comments.

14. COMMENTS FROM THE COMMISSION

Commissioner Sessions expressed concerns about what we are seeing on the streets of the city, the occurrences of events and the lack of lighting of hot spots in the City. He asked Chief of Police, Sean Baldwin, for an update on grants for the Shot Spotter. Chief Baldwin stated that the City received one of the two grants that had been applied for but the grant received was for four officers positions. They currently have two more grants that they are waiting for the application period to open so they can reapply for the Shot Spotter. He then asked why we do not have local resource officers at the local schools; Chief Baldwin responded it was a matter of funding.

Commissioner Becht asked of City Manager, Robert Bradshaw, what is the path for the Fertilizer Ordinance to be processed. Mr. Bradshaw stated this will be on the agenda in February. Commissioner Becht requested that Mr. Bradshaw check with City Manager Jeffrey Bremer on a consensus for the Port St. Lucie ordinance prior to our workshop.

Commissioner Alexander stated that when they meet for Conference Agendas they do not make decisions and asked about the implementation of audio only public comments. When City Manager, Robert Bradshaw stated the decision was an administrative one made by the City Manager's office, Commissioner Alexander requested that in the future the Commission be notified.

Commissioner Perona thanked all of the people that contribute their time and talent on the various City boards and committees. He specifically wanted to thank the Communitywide Council for all of their assistance.

Mayor Hudson thanked the Fort Pierce Lincoln Park Community Association, especially Pastor Walter Barron for their cleanup efforts in the City. She stated they have a Facebook page and everyone is welcome. She attended the Health Department presentation and received the complete program packet from Louisville, KY. She was pleased to hear that the Treasure Coast Regional Planning Council passed the Resolution supporting the Maritime Academy. She asked that the North Beach Association be put on a future agenda with a request for a letter of support to the U.S. Coast Guard for timed bridge openings.

15. ADJOURNMENT

There being no further business, Mayor Hudson declared the meeting adjourned at 9:11 pm.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 6. a.

Meeting Date: 02/03/2014

Re: Proclamation 2-1-1 Awareness Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation naming February 11 - 17, 2014, as 2-1-1 Awareness Week; being received by Page Woodward, Community Relations Specialist, 2-1-1 HelpLine.

Attachments

2-1-1 Proclamation

WHEREAS, 2-1-1 HelpLine is a free, confidential service which is available 24/7 with highly trained staff who are “*here to listen, and here to help*”; and

WHEREAS, many times individuals and families need help in meeting life’s basic needs or are experiencing times of crisis and are not sure where to turn; and

WHEREAS, 2-1-1 is an easy to remember three-digit number recognized as the central linkage point for those in need of crisis intervention, assessment and referrals to community services, and suicide prevention; and

WHEREAS, 2-1-1 HelpLine is a service that enables individuals and families to access information and referrals to programs and services at more than 2,800 sites which assisted over 121,000 people last year alone; and

WHEREAS, the City of Fort Pierce is fortunate to have 2-1-1 HelpLine to assist in providing support and information on vital services in our area such as health care, insurance, volunteering, food, day care, mental health counseling, support groups and financial assistance.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim February 11 - 17, 2014, as:

“2-1-1 Awareness Week”

and urge all citizens to be aware of the wealth of information available through a single telephone call to 2-1-1 HelpLine.

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 February, 2014.

MAYOR COMMISSIONER

City Commission Regular Meeting

Agenda Item # 9. a.

Meeting Date: 02/03/2014

Re: FY 2014 Law Enforcement Trust Fund Contributions

SUBJECT:

Approve contribution of \$5,000 to the Police Athletic League from the Law Enforcement Trust Fund.

SUMMARY:

According to Florida Statute 932.7055, the police department is required to spend 15% of Law Enforcement Trust Fund revenues from forfeitures and seizures each year in support of crime prevention activities. The requested contribution will be applied to meeting this obligation for FY 2014 and provide meaningful support to community based activities. This expenditure meets the requirements of Florida's Statute 932.7055.

RECOMMENDATION:

Approve the contribution request.

ALTERNATIVES:

Deny the request.

RESPONSIBLE STAFF:

Deputy Chief Frank J Amandro

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2014
Account: 102.3003.521.4830
Amount: 5000

OTHER INFORMATION:

\$5,000.00 is available within the the Law Enforcement Trust Fund, line item 102.3003.521.4830, as outlined. No impact to general fund budget.

Attachments

Letter



Fort Pierce Police Athletic League, Inc.

920 South U.S. Highway 1, Fort Pierce, Fl. 34950

Phone: 772.460.0606 Fax: 772.466.0658

Website: www.fortpiercepal.com

"Filling Playgrounds Not Prisons"



Friend of PAL:

The PAL Center has 500 youth that attend our program annually. Many of the youth are underprivileged and cannot afford the high price of other youth centers. We offer Dance, Drama, Ballet, Boxing, Basketball, Flag and Tackle Football, Afterschool Mentoring, Youth Leadership, Track and Field, and many other educational and sporting activities. Most activities are at no or low cost to members. Our volunteers run and operate all of our fundraising events to help off-set the cost of our programs.

By supporting our events you will be helping the children stay involved with all of our Crime Prevention Youth Programs. We are the only organization that is in direct contact with Cops and Kids at our PAL Center in Fort Pierce. Your support is needed to keep our children involved.

We are a 501-c3 nonprofit organization. Fort Pierce Athletic League does not solicit via the telephone.

On behalf of the PAL Center, and most importantly, the children who are the recipients of your gracious gesture. THANK YOU.

Yours truly,

Master Officer Paul Pearson
Executive Director FPPAL
Cell # 772-370-6162

*D/Chief Amadio,
Please process a
\$5000 contribution
this will be over 15%
requirement*

@ 12/2/13

Officer Paul Pearson
Executive Director

Steve DiPalma
President

Donald Watson
Vice President

Melissa Alexander
Treasurer

April Lee
Secretary

City Commission Regular Meeting

Agenda Item # 9. b.

Meeting Date: 02/03/2014

Re: Routers and Switches

Submitted For: Marjorie Gaskin, Director, Management Information Systems, Management Information Systems

SUBJECT:

Approve purchase of equipment in the amount of \$15,426.28 from SHI to replace aging routing and switches at City Hall and the remote sites.

SUMMARY:

The routers at all remote sites are in dire need of replacement. They have reached their end of life and are no longer supported as of October 9, 2013. One switch will be used at City Hall and the other as a spare in case of failure at City Hall or the remote sites.

RECOMMENDATION:

To secure the equipment from SHI, International which had the lowest cost with all quotes listed on the State of Florida contract.

ALTERNATIVES:

None

RESPONSIBLE STAFF:

MIS Senior staff

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2014
Account: 001-6000-513-64-10
Amount: \$15,426.28

FISCAL IMPACT:

Other two comparison quotes received:

Vology Quote	\$15,989.00
CDW-G Quote	\$16,142.84

Attachments

SHI Quote



Pricing Proposal

Quotation #:	7436579
Description:	HP
Created On:	Dec-18-2013
Valid Until:	Dec-31-2013

City of Fort Pierce FL

Stanley Fidge

Fort Pierce, FL 34950
UNITED STATES
Phone: (772) 467-3134
Fax: (772) 489-2594
Email: SFidge@City-FtPierce.Com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 HP E2910-24G-PoE+ al Switch - Switch - managed - 24 x 10/100/1000 (PoE) + 4 x shared SFP - rack-mountable - PoE Hewlett Packard - Part#: J9146A#ABA	2	\$1,808.03	\$3,616.06
2 Electronic HP Care Pack - Extended service agreement - parts and labor - 3 years - on-site - for HP E2810, E2910, E3500, E6200, E6600; HP ProCurve Switch 2900-24, Switch 3400cl-24 Hewlett Packard - Part#: U2856E	2	\$864.93	\$1,729.86
3 Cisco 2901 - Router - Gigabit LAN - rack-mountable Cisco Systems - Part#: CISCO2901/K9	6	\$1,219.17	\$7,315.02
4 Cisco SMARTnet Premium - Extended service agreement - replacement - 24x7 - 4 h - for Cisco 2901 Cisco Systems - Part#: CON-SNTP-2901	6	\$460.89	\$2,765.34
Total			\$15,426.28

Additional Comments

Please note that SHI now has Adobe, Oracle, Symantec, McAfee, Trend Micro and Corel under State Contract # 252-030-09-ACS.

To process your order, you can e-mail your request to floridateam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors.

SHI Fed ID# 22-3009648

SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of government priced software and hardware...including, but not limited to- Microsoft, Symantec, Adobe, Trend Micro, Citrix, Nuance, McAfee, LANDesk, Intel, Cisco, HP, IBM, VMware and more.

Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the [SHI Return Policy](#), unless there is an existing agreement between SHI and the Customer.

City Commission Regular Meeting

Agenda Item # 9. c.

Meeting Date: 02/03/2014

Re: Repair Cost of \$16,687.93 of Sunrise Theatre Building Overhang

Submitted For: John Wilkes, Executive Director, Sunrise Theater

SUBJECT:

Approve payment of \$16,687.93 to Conkling & Lewis Construction, Inc. for the repair of the Sunrise Theatre's building overhang.

SUMMARY:

In September 2012, the Sunrise Theatre's overhang was loose and in need of repair over the sidewalk on S. Second Street. This issue was communicated to then, Interim City Manager Mimms who directed Mr. Marty Petlock, Sunrise Theatre Technical Director to take the necessary steps to correct the issue as an emergency. Work was performed by Conkling & Lewis Construction, Inc. and completed in October 2012 and billed to the Sunrise Theatre in February 2013; however the invoice was not received.. In May 2013, the contractor followed-up on the outstanding invoice, but due to budget deficiencies, the invoice was placed on 'hold' until the 2013-14 fiscal year.

RECOMMENDATION:

Authorize payment

ALTERNATIVES:

None

RESPONSIBLE STAFF:

John D. Wilkes, Executive Director

COORDINATED WITH:

Marty Petlock, Technical Director

Gloria Johnson, Finance Director

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account: 406-4600-575-4610

Amount: \$16,687.93

OTHER INFORMATION:

\$16,687.93

Invoice attached

Attachments

Attachment email & Invoice

Marty Petlock

From: NMimms@City-FtPierce.Com
Sent: Tuesday, September 11, 2012 17:09
To: Marty Petlock
Cc: MReals@City-FtPierce.Com; mmeyers@city-ftpiercer.com; jrobinson@city-ftpiercer.com
Subject: Re: Question <Watchdog: Virus checked>

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Marty,

This type of work needs to happen immediately. Also, we should block the sidewalk in the vicinity of this potential hazard. This email has been copied to Public Works Deputy Director Mike Reals so that Public Works Department may assist you with this matter. The Building Official Marc Meyers will also provide guidance so that proper permits are acquired for the necessary repair work.

Please contact me if you have any questions or comments.

Nick Mimms, P.E.
Interim City Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, Florida 34950

"Marty Petlock" <tech@sunrisetheatre.com>

To <NMimms@City-FtPierce.Com>,

cc

09/11/2012 04:46 PM

Subject Question <Watchdog: Virus checked>

Hi Nick,

I have a building overhang that is in bad shape. It's a small area over the sidewalk on 2nd St. and I am concerned about it coming loose and falling. I'd like to get it secured ASAP so the area is safe for passers by. As it's a life/safety issue can I get someone started or do I need to pull a permit?

Marty Petlock

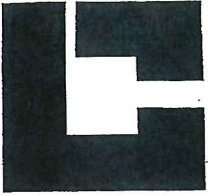
Technical Director/Facilities Manager

Sunrise Theatre

117 S. Second Street

Fort Pierce, FL 34950

Ph: 772-461-4884, ext 309



**CONKLING & LEWIS
CONSTRUCTION, INC.**

**GENERAL CONTRACTORS
CONSTRUCTION MANAGERS**



FEBRUARY 4, 2013

MR. JOHN WILKES, EXECUTIVE DIRECTOR
THE SUNRISE THAETRE
115 2ND AVENUE
FORT PIERCE, FLORIDA 34950

RE: INVOICE 2013-01
MANSARD REPAIR

406 4600 575-
4610
OK *MRP* *OK*

MATERIALS:

ACTION BOLT	\$ 121.77
D&D QUALITY CONSTRUCTORS	7,943.57
EAST COAST LUMBER	6.27
EQUIPMENT RENTAL	159.00
HAYNES SCAFFOLDING	2,495.77
HOME DEPOT	88.08
MARJAM/LAINHART	20.14
TRADESMEN	1,842.00

TOTAL MATERIALS \$ 12,676.60

LABOR:

SUPEINTENDENT	\$ 2,244.00
CARPENTERS	250.25

TOTAL LABOR \$ 2,494.25

G.C. FEE \$ 1,517.08

TOTAL INVOICE \$ 16,687.93

City Commission Regular Meeting

Agenda Item # 9. d.

Meeting Date: 02/03/2014

Re: Seawall Assessment for Moore's Creek at H.D. King Power Plant Property

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve payment of \$14,700 to Wantman Group for the assessment of the seawall along Moore's Creek at the H.D. King Power Plant property.

SUMMARY:

The condition of the seawall along Moore's Creek, that passes through the H.D. King Power Plant property, is required to be evaluated. During the remediation work necessary to remove contaminated soil, the tie-back system for the wall was exposed and numerous tie-backs were found to be completely deteriorated. A portion of the wall has shifted and numerous cracks are evident in the concrete cap. Engineering has requested a proposal for an assessment report from Wantman Group, Inc, one of the City's continuing engineering services consultants, RFQ No. 2013-005.

RECOMMENDATION:

Engineering recommends the approval of the proposal from Wantman Group, Inc. in the amount of \$14,700.

ALTERNATIVES:

Reject proposal and request another proposal from other approved consultants.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

Mike Reals, Public Works Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2014
Account: 403-4300-538-3490
Amount: 14,700.00

FISCAL IMPACT:

Payment of the \$14,700 will be encumbered from SMU Revenue Account No. 403-4300-538-3490.

Attachments

January 2, 2014

Mr. Jack Andrews
City Engineer
City of Fort Pierce
P.O.Box 1480
Fort Pierce, FL 34954

Re: Moore's Creek Canal Seawall Assessment -- Fort Pierce, Florida

Dear Mr. Andrews:

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the City of Fort Pierce (City) for professional civil engineering services for the seawall assessment of the Moore's Creek Seawall. Based on a discussion with you at the site, our Condition Assessment Report will include a review of the existing conditions, determination of the depth and height of the seawall and sheet pile panels, an assessment of the tie-backs, geotechnical and surveying services, and recommendations with sketches of the replacement of the tieback system. WGI will also provide geotechnical and surveying services to assist in the Condition Assessment Report.

Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement Provisions, which are enclosed herewith and incorporated into this proposal.

A. Condition Assessment Report Services

1. Site Review of Existing Conditions, Measurements and Photo Documentation.
2. Preparation of a Condition Assessment Report.
3. Preparation of Engineer's Statement of Probable Costs.
4. Detailing of Replacement Tieback System.
5. Meetings with Ft. Pierce Engineering Representatives.

B. Surveying/Soft-dig Services

1. Determine the depth of the Sheet Pile Walls via High Pressure Air Lancing.
2. Determination of the "relative" elevation of the creek bed, bottom of the sheet pile cap and top of seawall for use in the Seawall Assessment Report.

C. Geotechnical Services

1. Mobilization of a truck mounted drilling rig.
2. Obtain utility clearance for one boring location.
3. Drill one Standard Penetration Test (SPT) boring to 30 feet deep.
4. Obtain samples of sub-soils and rock (if any) for engineering classification and laboratory testing.
5. Grout seal the borehole.
6. Laboratory testing to characterize the engineering properties of the sub-soils (moisture, organic content, grain size distribution).
7. Geotechnical engineering design criteria as follows:
 - a. Moist and Submerged Soil Unit Weights for each soil layer
 - b. Angle of Internal Friction for each soil layer
 - c. Cohesion for each soil layer
 - d. Ka and Kp for each soil layer
8. A summary geotechnical engineering report that describes the work completed, factual data and geotechnical engineering design criteria.

D. BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall rely on the completeness and accuracy of all information provided by the City and City Representatives.
2. This proposal does not include Detail Design Documents for bidding and construction purposes.
3. Permitting is not included.
4. Services not specifically outlined in this proposal are not included.

E. FEES

Condition Assessment Report	\$ 7,900.00
Surveying/Soft-Dig Services	\$ 3,000.00
Geotechnical Services	<u>\$ 3,800.00</u>
TOTAL	\$14,700.00

Additional services requested by the City of Fort Pierce will be provided in accordance with WGI's latest hourly rate schedule in effect at the time of service or, a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to The City of Fort Pierce. Upon acceptance of this proposal, along with the attached Agreement Provisions and our current Fee Schedule,



please sign and return one copy to this office. Please note that the Agreement Provisions are an integral part of this contract and are controlling unless both parties expressly waive them in writing prior to commencement of work. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Agreement Provisions.

Respectfully submitted,
WANTMAN GROUP, INC.



Jennifer L. Morton, RLA, LEED AP
Department Supervisor



Brian J. LaMotte, PE
Senior Project Manager

Proposal accepted this ____ day of _____, 2014

By Corporate Representative:

Name (Printed)

(Signature)

Attachments: *Wantman Group, Inc. Agreement Provisions*
Fee Schedule

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

As used herein, WANTMAN shall refer to Wantman Group, Inc., as well as its agents, representatives, consultants, officers, directors, and employees. CLIENT shall refer to City of Fort Pierce, as well as its agents, representatives, consultants, officers, directors, and employees.

1. **PERFORMANCE:** This Project is to be performed in accordance with appropriate regulations and generally accepted Professional Engineering and/or Land Surveying standards/practices in effect at the time the services are rendered and, no warranties, express or implied are included in this Agreement. Services provided by WANTMAN under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. These Agreement Provisions are part of all WANTMAN contracts unless both parties expressly waive them in writing prior to commencement of any work. Further, acceptance of services performed by WANTMAN constitutes acceptance of these Agreement Provisions.
2. **INVOICES:** Invoices for all services and reimbursable expenses shall be issued to CLIENT monthly reflecting services performed during the period. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may, at WANTMAN's election, be deemed a notice to stop performance under this contract until such invoices are paid. Payment in full shall be made at or before delivery to CLIENT of any reports, plans or record drawings certification prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by CLIENT. Failure to timely pay any WANTMAN invoice shall constitute a waiver of any and all claims against WANTMAN.
3. **REIMBURSABLES:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, delivery service, etc., are

not included in the above fees but shall be billed as Reimbursable Expenses.

4. **COST ESTIMATES:** CLIENT hereby acknowledges that WANTMAN cannot warrant that estimates of probable construction or operating costs provided by WANTMAN will not vary from actual costs incurred by CLIENT.
5. **LIMIT OF LIABILITY:** Should WANTMAN or any of its employees (professional or otherwise) be found to have been negligent in the performance of the work, or to have made and breached any express or implied warranty, representation, or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon WANTMAN's work or the representations of the employees and agents of WANTMAN agree that the maximum aggregate amount of the liability of WANTMAN, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee paid to WANTMAN for its work performed with respect to the project, whichever is greater.

In the event CLIENT is unwilling or unable to limit WANTMAN's liability in accordance with the provisions set forth in this paragraph, client may, upon written request of CLIENT received within five days of CLIENT's acceptance hereof, increase the limit of WANTMAN's liability to a maximum of \$1,000,000.00 by agreeing to pay WANTMAN a sum equivalent to an additional amount of 4% of the total fee, or \$400.00, whichever is greater, to be charged for WANTMAN's services. In the event professional fees increase during the project, CLIENT agrees to pay an additional four (4) percent of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WANTMAN in connection with any claim shall reduce the amount available and only one such amount will apply to any project. In no event shall WANTMAN be responsible for any consequential or incidental damages arising out of this agreement and/or WANTMAN's services.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WANTMAN's liability shall not exceed

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

the policy limits of any insurance policy providing coverage for WANTMAN's work or services on the project.

The provisions of this paragraph shall inure to the benefit of WANTMAN's agents, representatives, consultants, officers, directors, and employees, and WANTMAN's agents, representatives, consultants, officers, directors, and employees shall be considered third party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this agreement.

6. **INDEMNIFICATION:** CLIENT agrees to defend, indemnify and save harmless WANTMAN from any and all claims (including negligence claims), losses, costs, damages, suits, expenses and/or liability, including reasonable attorney's fees and court costs, resulting from WANTMAN's performance of the proposed work, whether such claims or damages are caused in whole or in part by WANTMAN, and agrees to reimburse WANTMAN for expenses in connection with any such claims or suits, including reasonable attorneys' fees. CLIENT's obligation to indemnify is limited to \$2 million per occurrence, which CLIENT agrees bears a reasonable commercial relationship to services rendered by WANTMAN. CLIENT further agrees that these agreement provisions are a part of the specifications or bid documents, if any, related to WANTMAN's services. the obligation of CLIENT to indemnify WANTMAN shall survive the termination or full performance of this agreement.
7. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the Project, WANTMAN shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall WANTMAN be responsible for a contractor's failure to carry out the work in accordance with any contract documents, including, but not limited to, plans, surveys, maps, specifications, and drawings.
8. **ONE TIME PERFORMANCE:** All fees for services are based on a one-time performance only. Additional services and/or changes in service, whether field or office, shall be performed only after authorization by CLIENT.
9. **DOCUMENTS:** Any and all plans, data, drawings, maps, surveys, specifications, ideas, scripts, sketches, designs, concepts, reports, documentation, and/or other work product, whether such work product is tangible or intangible (the "Instruments of Service"), produced by WANTMAN or WANTMAN's consultants in connection with the referenced Project or otherwise communicated by WANTMAN or WANTMAN's consultants to CLIENT, shall at all times remain the sole and exclusive property of WANTMAN and/or WANTMAN's consultants until such time as CLIENT has delivered full and final payment to WANTMAN pursuant to the terms set forth in this Agreement. CLIENT shall not be permitted to use, deliver, solicit, transmit, or otherwise employ the Instruments of Service by any means or manner, whether directly or indirectly, until such time as CLIENT has delivered full and final payment to WANTMAN pursuant to the terms set forth in this Agreement. Further, failure to timely deliver full and final payment to WANTMAN shall constitute a waiver of any and all claims against WANTMAN based on the Instruments of Service.
10. **HAZARDOUS MATERIAL:** It is understood and agreed that in seeking the professional services of WANTMAN under this Agreement, CLIENT does not request that WANTMAN undertake any obligations for CLIENT's benefit involving or related in any manner to hazardous substances. Therefore, CLIENT agrees to hold harmless, indemnify and defend WANTMAN from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to service performed by WANTMAN under this Agreement.
11. **EXCLUSIONS:** The fees reflected in this Agreement do not include testing, permit fees,

Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on the current fee schedule. This Agreement is based on the site being sufficiently cleared of all underbrush prior to construction layout. Any services needed for clearing shall be performed at the specified hourly rate.

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

reproduction costs, and any service not reflected in this Agreement.

12. **TERMINATION:** Except in situations involving default for non-payment by CLIENT to WANTMAN, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement. In the event of any termination, WANTMAN will be paid for all services rendered up to the time of termination.
13. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor WANTMAN shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT or WANTMAN.
14. **LEGAL JURISDICTION:** CLIENT and WANTMAN agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida.
15. **JOBSITE SAFETY:** Neither the professional activities of WANTMAN, nor the presence of WANTMAN or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WANTMAN and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in CLIENT's contract with the General Contractor.
- CLIENT also agrees that CLIENT, WANTMAN and WANTMAN's sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.
16. **ELECTRONIC FILES:** Any electronic files provided are non certified recordings of printed documents prepared by WANTMAN. These files are provided only for the convenience of CLIENT, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WANTMAN may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at CLIENT's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, CLIENT, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.
17. **CONFIDENTIALITY:** WANTMAN agrees to keep confidential and not to disclose to any person or entity, other than WANTMAN's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by WANTMAN or furnished to WANTMAN and marked CONFIDENTIAL by CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict WANTMAN from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for WANTMAN to defend itself from any suit or claim. CLIENT agrees that the technical methods, techniques and pricing information contained in any proposal submitted by WANTMAN pertaining to this Project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

- to any third party without the express written consent of WANTMAN.
18. **CORPORATE PROTECTION:** It is intended by the parties to this Agreement that WANTMAN's services in connection with the Project shall not subject WANTMAN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WANTMAN, a Florida corporation, and not against any of WANTMAN's employees, shareholders, officers or directors.
19. **EXTENSION OF PROTECTION:** CLIENT agrees to extend any and all liability limitations and indemnifications provided by CLIENT to WANTMAN to those individuals and entities WANTMAN retains for performance of the services under this Agreement, including but not limited to WANTMAN's officers and employees and their heirs and assigns, as well as WANTMAN's sub-consultants and their officers, employees, heirs and assigns.
20. **SCOPE OF SERVICES:** Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of WANTMAN's services and WANTMAN assumes no responsibility to perform such services.
21. **SEVERABILITY AND SURVIVAL:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and WANTMAN shall survive the completion of the services hereunder and the termination of this Agreement.
22. **SUSPENSION OF SERVICES:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WANTMAN shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, WANTMAN shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WANTMAN may, at its option, terminate this Agreement upon giving notice in writing to CLIENT.
23. **HOURLY BILLING RATES:** All services to be billed on an hourly basis under this Agreement will be billed using WANTMAN's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.
24. **PRIORITY OVER FORM AGREEMENTS:** The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which CLIENT may issue to WANTMAN in regard to the Project(s) which is (are) the subject of this Agreement. CLIENT may issue such documents to WANTMAN for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.
25. **THIRD PARTIES:** Except where specifically stated otherwise in this Agreement, nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.
26. **DEFAULT:** CLIENT shall be in default under this Agreement if (i) it fails to pay in full any invoice from WANTMAN on the due date or fails to make any other payment due to WANTMAN under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v)

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against CLIENT, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

27. **SUE TECHNICAL STANDARDS:** Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, WANTMAN provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical, prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond WANTMAN's control.

WANTMAN will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, WANTMAN provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing WANTMAN's SUE services does not relieve any party from its obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by WANTMAN are not to be used for construction purposes.

29. **MERGER; AMENDMENT:** This Agreement constitutes the entire agreement between WANTMAN and CLIENT with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WANTMAN and CLIENT.

Agreement Provisions Accepted by:

**WANTMAN GROUP, INC
FEE SCHEDULE
EFFECTIVE DATE – OCTOBER 2012**

Hourly Rate

Principal Engineer	\$225.00
Expert Witness	\$350.00
Project Manager	\$175.00
Senior Professional Engineer	\$150.00
Professional Engineer	\$130.00
Field Engineer	\$110.00
Engineer Intern	\$ 90.00
CADD Technician	\$ 80.00
Environmental Scientist	\$115.00
Principal Planner	\$175.00
Planner	\$120.00
GIS Technician	\$ 90.00
Principal Surveyor	\$200.00
Senior Professional Surveyor	\$150.00
Professional Surveyor	\$130.00
Survey Intern	\$ 90.00
2 Man Field Crew	\$120.00
3 Man Field Crew	\$150.00
4 Man Field Crew	\$180.00
5 Man Field Crew	\$210.00
Utility Coordinator	\$90.00
Designating Crew	\$120.00
Vacuum Excavation Crew	\$180.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00
Administrative Assistant	\$ 65.00
Blueprints (per sq. ft.)	\$ 0.60
Full Color Plot (per sq. ft.)	\$ 15.00
Photo Mylars (each)	\$120.00
Mylars (per sq. ft.)	\$ 6.00
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
Other Expenses	Cost Plus 10%

Expenses: In addition to labor, WANTMAN bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

WANTMAN also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Rates Are Valid Through December 31, 2013

Fee Schedule Accepted by:

City Commission Regular Meeting

Agenda Item # 9. e.

Meeting Date: 02/03/2014

Re: Lien Reduction Request - 2102 Golfview Court

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

SUBJECT:

Reduce Code Enforcement Lien from \$69,340.00 to \$18,854.92 against 2102 Golfview Court, owned by A to Z Properties, Inc. and Joan M. Hook.

SUMMARY:

The total amount of the lien is \$69,340.00. The property was sold at a Tax Deed Sale with Excess Proceeds in the amount of \$18,854.92. The current owner, A to Z Properties, Inc. and Joan M. Hook, 4521 SW Bimini Circle, Palm City, FL 34990 requests the Commission to waive \$50,485.08 and accept the \$18,854.92 as a settlement for lien.

RECOMMENDATION:

Staff and the Code Enforcement Board recommends waiving the \$50,485.08 and accepting the \$18,854.92 as lien settlement.

ALTERNATIVES:

- 1. Deny the request.
- 2. Make alternate recommendations.

RESPONSIBLE STAFF:

Colleen Greer

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N:

Fiscal Year: FY14

Account:

Amount: 18854.92

OTHER INFORMATION:

Revenue of \$18,854.92 in the General Fund.

Attachments

CEB Minutes

Breakdown of Lien
Lien Reduction Request
Tax Card

**MINUTES
CODE ENFORCEMENT BOARD
CITY OF FORT PIERCE
100 NORTH U.S. # 1
FORT PIERCE, FL 34950
JANUARY 8, 2014**

Chairwoman Misty Minton called the meeting to order at 9:00 AM.

All present stood for the Pledge of Allegiance.

The role was called. Those present were Chairwoman Misty Minton, Vice Chair John George, Board Members Michael Monti, Geraldine Murphy, Terry Wolters, and Roderick Wallers.

Donald Scott was absent. Michael Monti moved to excuse Mr. Scott's absence. John George seconded the motion. A vote was taken and it was unanimous.

The next item on the Agenda was Approval of the Minutes of the meeting held on November 13, 2013.

Motion was made by John George, seconded by Michael Monti to approve the Minutes of the meeting on November 13, 2013.

Those voting in favor of the motion were: Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

The next item on the agenda was the swearing in of the code officers: Code Compliance Manager Margaret Arraiz, Code Officers Shaun Coss and Janey Singer, Building Department Officers Kevin Grant and Brad Leary, Sr. Permit Specialist Kristie Kirstein.

Staff present was Code Enforcement Board Secretary Colleen Greer and Assistant City Attorney James Walker.

Chairwoman Misty Minton welcomed Rob Waller to the Code Enforcement Board. Margaret Arraiz stated that we are still looking for an alternate.

The next item on the agenda was 5B Lien Reduction Requests.

Item 5B-1 is case # 11-1431; property address is 2102 Golfview Court, Ft. Pierce, FL which was previously owned by Charles A. Riberaud of that same address and currently owned by Mr. Norman Zlinkoff, A to Z Properties, Inc., 4521 SW Bimini Circle, Palm City, FL 34990. The code section in violation is 22-187 (13) for landscape maintenance.

Margaret Arraiz presented the Facts of the Case and explained that we had received a Notice of Tax Deed Sale with Excess Proceeds. The lien had accrued to \$69,340.00. The City received a payment of \$18,854.92 from the Excess Proceeds. The Staff's recommendation was to accept the proceeds as settlement.

Motion was made by John George and Geraldine Murphy seconded the motion that the Board makes a request to the Commissioners to reduce the lien of \$69,340.00 to the amount received from excess proceeds of a tax sale of \$18,854.92. This is based on the 7 criteria of Rule 17.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Item 5B-2 is case # 11-1623; property address is 517 S 8th Street, Ft. Pierce, FL 34950. The property was previously owned by Jennifer Holgerger (TR), PO Box 880694, Port St. Lucie, FL 34988. The property is currently owned by Al Bernetti, 1177 Bayshore Dr., #207, Ft. Pierce, FL 34949. The code section(s) that were in violation is 22-187 (13) for landscape maintenance.

Margaret Arraiz presented the Facts of the Case and explained that this also was Excess Proceeds from a Notice of Tax Deed Sale. The total amount of the lien is \$63,640.00 and we received from the sale \$8,031.91. The Staff's recommendation is to accept the excess proceeds from the tax sale.

Motion was made by John George and seconded by Michael Monti that the Board makes a request to the Commissioners to reduce the lien from \$63,640.00 to the amount received from excess proceeds of a tax sale in the amount of \$8,031.91. This is based on the 7 criteria of Rule 17.

There being no further discussions a vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

The next item on the agenda is 5A Current Violation Cases.

Item 5A-1 is case # 12-0231; 610 N 14th Street, Ft. Pierce, FL owned by Ignacio Torres, 3290 NW 45th Street, Miami, FL 33142 has been rescheduled for the March 12 meeting.

Item 5B-2 is case # 11-2360; 1350 Juanita Avenue, Ft. Pierce, FL owned by Robert T. Andersen, 31 SE 2nd Road, Homestead, FL 33030. The IPMC section(s) are 505.1.3, 102.8, 506.1, 506.2, 506.1, 504.1 and FBC 105.1. Section(s) IPMC 505.1.3, 506.1, 506.2, 506.1, and 504.1 are in compliance and the owner and officer are trying to come to a resolution regarding item no. 2 IPMC 102.8 and FBC 105.1.

Motion was made by Michael Monti and John George seconded to continue the case until the March 12 meeting.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Item 5B-3 and 5B-4 was postponed to allow the respondents who were traveling time to arrive.

Item 5B-5 is case # 13-2173; 508 N 14th Street, Ft. Pierce, FL owned by Mayfive Capital LLC, 8902 N Dale Mabry Highway, #200, Tampa, FL 33614 for code section(s) 5-369 vacant buildings. No one was present representing Mayfive Capital.

Officer Janey Singer read the Summary Sheet and requested the Code Board find the property out of compliance, allow 0 days to comply and assess a fine of \$250.00 per day. In addition Staff requests Code Board authorize the City to board the property up and assess the boarding up costs to the property owner.

After discussion and exhibits were shown a motion was made by Michael Monti and seconded by Geraldine Murphy to allow owners 0 days to comply, assess a fine of \$250.00 per day until compliance and City should take proper steps to board the property up and bill the owner for charges.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Staff allowed a little more time for the respondents in Items 5B-3 & 5B-4 to arrive and moved on to Item 6C; Comments from Staff.

Margaret Arraiz explained that we were going to revamp our minutes and go from verbatim to summary minutes. Chairwoman Misty Minton asked the opinion of Jim Walker who confirmed that summary minutes were acceptable and was the current trend of many departments.

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Officer Shaun Coss read the Summary Sheet and stated that all of the violations had been brought into compliance except for 5-368 (1). Staff requested R & D for complied violations and for section 5-368 (1) that the Board provides 60 days for the property owner to obtain the permit and comply with the conditions of the permit.

Judith Cherylten Hoeve was sworn in and testified that she was in agreement with the Staff's request.

There were no questions or discussions.

A motion was made by Michael Monti and seconded by Geraldine Murphy that the Code Board find the violator to have been in violation of code section(s) 5-370, 22-187 (13) (b), 16-46, 16-47, 16-48 (7), 5368 (6) and 16-46, 16-47, 16-48 (1) and (5) but that the violations has been cured as of the date of this hearing. The violators shall be warned that if these violations reoccur, pursuant to Florida Statute 162.09, the Code Officer may notify the Code Board and request that a fine be entered. In addition moved that in the case of section 5-368 (1) the violator be given 60 days in which to obtain permit and comply with the conditions of that permit. Failing which the violator is to be assessed a fine of \$250.00 a day until the violation comes into compliance.

There was no discussion from the Board.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Item 5B-4 is case # 12-1818; 1012 Mayflower Road, Ft. Pierce, FL 34950 owned by Glenn E. Davis (EST) of that same address. The IPMC section(s) are 304.7, 304.13, 304.18.1, 504.1, 506.1, and 305.3. There was no representative for this case.

Margaret Arraiz read the Summary Sheet and stated that the violations do exist. Staff is requesting the Code Board find a violation to be found and a fine assessed.

Chairwoman Minton discussed the amount of the fine and Kristie Kirstein explained how she determined the amount to recommend to the Board. Manager Margaret Arraiz reminded the Board that the amount was a recommendation and they could assign any amount up to \$250.00. With no further discussion from the Board, a motion was requested.

A motion was made by John George and seconded by Terry Wolters that the Board find a violation does exist and the violators that are not present are deemed to have admitted guilt. It was further moved that they be given the number of days recommended by the Code Enforcement Officer on the case summary sheet to come into compliance or they be fined the amount also shown on the summary sheet.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Misty Minton reminded the Board that the next meeting would be March 12.

There being no further business, Chairwoman Minton declared the meeting adjourned.

Meeting adjourned at 9:45 AM.

ATTEST:

SECRETARY TO THE CODE BOARD

CODE ENFORCEMENT MANAGER

A Taped Recording of this Meeting has been saved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission
THROUGH: Robert J. Bradshaw, City Manager
FROM: Colleen Greer, Executive Assistant to Special Magistrate
SUBJECT: **LIEN REDUCTION REQUEST – 2102 Golfview Court, Ft. Pierce, FL**
DATE: February 3, 2014

The following is a breakdown of the above property:

	Code Enforcement Fines	Interest & Penalties	Administrative Fees	Filing Fees
	\$69,300.00	.00	.00	\$40.00
<hr/>				
Totals:	\$69,300.00	.00	.00	\$ 40.00
Amount that can be waived including filing fees				\$ 69,340.00
Amount that cannot be waived				<u>.00</u>
			TOTAL	\$ 69,340.00
Amount requested to be waived				\$ 50,485.08
Amount being offered for settlement				<u>\$ 18,854.92</u>
			TOTAL	\$ 69,340.00



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:		December 19, 2013	
Property address:		2102 Golfview Court 2415-801-0055-0009	
Owner(s) of record:		ATO 2 Properties Inc. and John M. Hook	
Mailing address:		4521 SW Bimini Cir. N. - Palm City, FL 34990	
Property tax ID #:		2415-801-0055-0009	
Original purchase date:		10-21-13	Original purchase price: \$22,100
Other Information:		<input type="checkbox"/> Inherited Property	<input checked="" type="checkbox"/> Purchased at Tax Sale
		<input type="checkbox"/> Adjoining Property Owner	
Property is used for:		<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family
		<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial
		<input type="checkbox"/> Vacant Lot	
Name of person requesting reduction:		NORMAN ZLINKOFF	Relationship to owner(s): PRESIDENT ATO 2 Properties Inc
Telephone #:		(772) 286-1449	Mobile phone #: TRANSFERS
E-mail:		nz1767@gmail.com	Preferred contact method: EITHER / BOTH
What are owner(s) intentions for property:		SELL	
Amount of Fine:		\$69,340	Date Fine Initiated: DEC. 5, 2011
Are there current code violations?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Explain: (please attached notice)			
Is a lien filed against the property?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
If yes, what is the lien amount?		\$69,340	
Is property listed for sale?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
If yes, what is listing price?		\$49,900	
Is property under contract for sale?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
If yes, what is the sale price?			

AMOUNT OF FINE / LIEN

MINUS PD. \$ 69,340
\$ 18,854.92

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 50,495.08

DOLLAR AMOUNT I AGREE TO PAY

\$ "0"

If the city waives any fees, interest, penalties, fine or lien amount, the undersigned does hereby agree to pay the remainder within sixty (60) days from the date of the Board, Magistrate or Commission's decision unless an alternate time frame is specified in the motion.


(Signature of Owner or Representative)

NORMAN ZLINKOFF
(Printed Name)

100 N. US Hwy 1 ✪ P.O. Box 1480 ✪ Fort Pierce, FL 34954-1480 ✪ 772-467-3000
www.cityoffortpierces.com



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 2102 GOLFVIEW CT. - FORT PIERCE, FL. 34950

Property Owner: ATO 2 PROPERTIES INC and Joan M. MOOR

Mailing Address: 4521 SW BIMINI CIR. N. - PALM CITY, FL. 34990

Telephone #: (972) 286-1449 Cell Phone #: TRANSFERS

E-Mail Address: NZ1767@GMAIL.COM

Is the property in compliance? YES If no, please explain _____



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

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

On 10-21-13 bought Tax DEED 13-226. GRASS and grounds were extremely overgrown. Arranged for clean-up and have since maintained property and will continue to do so.

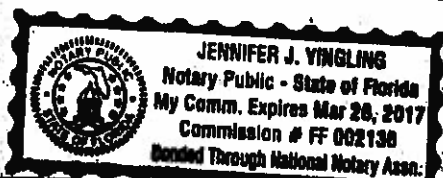
Date: 12-19-13

Signed: [Signature]
Print Name: NORMAN ZLINKOFF

STATE OF FLORIDA
COUNTY OF ~~ST. LUCIE~~ martin

PERSONALLY APPEARED before me, the undersigned authority Norman Zlinkoff who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 19 day of December, 2013.



[Signature]
Notary Public, State of Florida

100N.US Hwy 1 ☐ P.O.Box 1480 ☐ Fort Pierce, FL 34954-1480 ☐ 772-467-5000
www.cityoffortpierce.com



St. Lucie County
 Clerk of the Circuit Court
 AP Account
 PO Box 700
 Fort Pierce, FL 34954

Seacoast National Bank
 Fort, Florida 34995

00432931

Check Date: 12/06/13
 Check Number: 00432931
 Check Amount: \$****30,319.21

63-515
 670

Thirty Thousand Three Hundred Nineteen & 21/100***
 PAY TO THE ORDER OF

This Check Void After 180 Days

City Of Ft Pierce
 Attn Finance Kathryn D'Arton
 P O Box 1480
 Fort Pierce FL 34954

[Signature]
 AUTHORIZED SIGNATURE
[Signature]
 AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND

⑈00432931⑈ ⑆067005158⑆ 4137081101⑈

Clerk of the Circuit Court - AP Account

INVOICE		DOC#	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
NUMBER	DATE					
TAXDEED 12-378	12/05/13	11401766	Lien 4121/4121	80.76	0.00	80.76
TAXDEED 13-240	12/05/13	11401768	Lien 3904/3904-3,088.98	11,120.89	0.00	11,120.89
TAXDEED 13-226	12/05/13	11401769	Lien 4555/4555-262.64	19,117.56	0.00	19,117.56
#12-378 A/R 4121/4121 \$80.76 - 303 N. 27th St. #13-240 A/R 3904/3904 \$3,088.98 CRFP CE fee-prior \$30.00 PV code violation \$8,001.91 #13-226 A/R 4555/4555 \$262.64 CRFPCE fee-prior \$40.00 PV code violation \$18,814.92 \$30,319.21				-5175.81 St. -2102 Golfview Ct		
CHECK NUMBER	CHECK DATE			TOTAL GROSS	TOTAL DISCOUNT	TOTAL AMOUNT
00432931	12/06/13			30,319.21	.00	30,319.21



PROPERTY RECORD CARD

A To Z Properties Inc Record: 1 of 1

<<Prev

Next >>

Spec.Assmnt

Taxes

Exemptions Permits Home Print

Property Identification

Site Address: 2102 Golfview Ct
 Sec/Town/Range: 15 :35S :40E
 Map ID: 24/15S
 Zoning: R2

ParcelID: 2415-801-0055-000-9
 Account #: 25419
 Use Type: SF Res
 City/Cnty: Fort Pierce



Ownership and Mailing

Owner: A To Z Properties Inc Joan M Hook
 Address: 4521 SW Bimini Cir
 Palm City FL 34990-1327

Legal Description

INDIAN HILLS ESTATES BLK 4 LOT 8(OR 3571-2182)

Sales Information

Date	Price	Code	Deed
10/21/2013	22100	0111	TD
11/18/2005	170000	00	WD
11/13/2003	55000	00	WD
4/19/1996	49500	00	PR

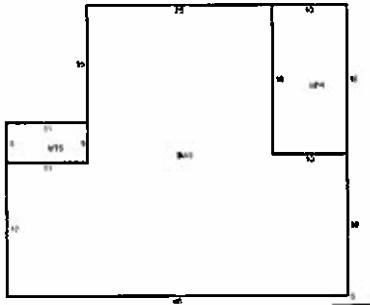
Assessment 2013

2013 Final:	24300
Assessed:	24300
Ag.Credit:	0
Exempt:	
Taxable:	621.1

Total Land and Building

Land Value:	5100 Acres: 0.17
Building Value:	19200
Finished Area:	1292 SqFt

BUILDING INFORMATION



Exterior Features

View:	-	RoofCover:	SA - Asph Shingle	RoofStruct:	GA - Gable
ExtType:	HD+ - HD+	YearBlt:	1955	Frame:	-
Grade:	D+ - D+	EffYrBlt:	1955	PrimeWall:	BS - CB Stucco
StoryHght:	0010 - 1 Story	No.Units:	1	SecWall:	-

Interior Features

BedRooms:	2	Electric:	MX - MAXIMUM	PrmIntWall:	PF - PF
FullBath:	1	HeatType:	FHA - FrndHotAir	AvgHt/Ft:	STD
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty	Units	Qual	Cond	YrBlt	No	Use Type	Type	Measure	Depth
SDSF - SITE DEV S-F	Y	1	1	AV	AV	2001	1	0100-SF Res	205 -Front Ft	75	100

Land Information

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

City Commission Regular Meeting

Agenda Item # 9. f.

Meeting Date: 02/03/2014

Re: Lien Reduction Request - 517 S 8th St., Ft. Pierce, FL

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

SUBJECT:

Reduce Code Enforcement Lien from \$63,640 to \$8,031.91 against 517 South 8th Street, owned by Al Bernetti.

SUMMARY:

The total amount of lien is \$63,640.00. The property was sold at a tax deed sale and there were excess proceeds of \$8,031.91. The owner, Al Bernetti, 1177 Bayshore Dr., #207, Ft. Pierce, FL 34949 requests the City Commission to waive \$55,608.09 and accept the \$8,031.91 excess proceeds as settlement for the lien.

RECOMMENDATION:

Staff and Ft. Pierce Code Enforcement Board recommends the proceeds be accepted as a settlement for the lien.

ALTERNATIVES:

- 1. Deny the request.
- 2. Make alternate recommendation.

RESPONSIBLE STAFF:

Colleen Greer

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N:

Fiscal Year: FY14

Account:

Amount: 8031.91

OTHER INFORMATION:

Revenue of \$8,031.91 to General Fund.

Attachments

- CEB Minutes
- Breakdown

Reduction Request

Tax Card

**MINUTES
CODE ENFORCEMENT BOARD
CITY OF FORT PIERCE
100 NORTH U.S. # 1
FORT PIERCE, FL 34950
JANUARY 8, 2014**

Chairwoman Misty Minton called the meeting to order at 9:00 AM.

All present stood for the Pledge of Allegiance.

The role was called. Those present were Chairwoman Misty Minton, Vice Chair John George, Board Members Michael Monti, Geraldine Murphy, Terry Wolters, and Roderick Wallers.

Donald Scott was absent. Michael Monti moved to excuse Mr. Scott's absence. John George seconded the motion. A vote was taken and it was unanimous.

The next item on the Agenda was Approval of the Minutes of the meeting held on November 13, 2013.

Motion was made by John George, seconded by Michael Monti to approve the Minutes of the meeting on November 13, 2013.

Those voting in favor of the motion were: Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

The next item on the agenda was the swearing in of the code officers: Code Compliance Manager Margaret Arraiz, Code Officers Shaun Coss and Janey Singer, Building Department Officers Kevin Grant and Brad Leary, Sr. Permit Specialist Kristie Kirstein.

Staff present was Code Enforcement Board Secretary Colleen Greer and Assistant City Attorney James Walker.

Chairwoman Misty Minton welcomed Rob Waller to the Code Enforcement Board. Margaret Arraiz stated that we are still looking for an alternate.

The next item on the agenda was 5B Lien Reduction Requests.

Item 5B-1 is case # 11-1431; property address is 2102 Golfview Court, Ft. Pierce, FL which was previously owned by Charles A. Riberaud of that same address and currently owned by Mr. Norman Zlinkoff, A to Z Properties, Inc., 4521 SW Bimini Circle, Palm City, FL 34990. The code section in violation is 22-187 (13) for landscape maintenance.

Margaret Arraiz presented the Facts of the Case and explained that we had received a Notice of Tax Deed Sale with Excess Proceeds. The lien had accrued to \$69,340.00. The City received a payment of \$18,854.92 from the Excess Proceeds. The Staff's recommendation was to accept the proceeds as settlement.

Motion was made by John George and Geraldine Murphy seconded the motion that the Board makes a request to the Commissioners to reduce the lien of \$69,340.00 to the amount received from excess proceeds of a tax sale of \$18,854.92. This is based on the 7 criteria of Rule 17.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Item 5B-2 is case # 11-1623; property address is 517 S 8th Street, Ft. Pierce, FL 34950. The property was previously owned by Jennifer Holgerger (TR), PO Box 880694, Port St. Lucie, FL 34988. The property is currently owned by Al Bernetti, 1177 Bayshore Dr., #207, Ft. Pierce, FL 34949. The code section(s) that were in violation is 22-187 (13) for landscape maintenance.

Margaret Arraiz presented the Facts of the Case and explained that this also was Excess Proceeds from a Notice of Tax Deed Sale. The total amount of the lien is \$63,640.00 and we received from the sale \$8,031.91. The Staff's recommendation is to accept the excess proceeds from the tax sale.

Motion was made by John George and seconded by Michael Monti that the Board makes a request to the Commissioners to reduce the lien from \$63,640.00 to the amount received from excess proceeds of a tax sale in the amount of \$8,031.91. This is based on the 7 criteria of Rule 17.

There being no further discussions a vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

The next item on the agenda is 5A Current Violation Cases.

Item 5A-1 is case # 12-0231; 610 N 14th Street, Ft. Pierce, FL owned by Ignacio Torres, 3290 NW 45th Street, Miami, FL 33142 has been rescheduled for the March 12 meeting.

Item 5B-2 is case # 11-2360; 1350 Juanita Avenue, Ft. Pierce, FL owned by Robert T. Andersen, 31 SE 2nd Road, Homestead, FL 33030. The IPMC section(s) are 505.1.3, 102.8, 506.1, 506.2, 506.1, 504.1 and FBC 105.1. Section(s) IPMC 505.1.3, 506.1, 506.2, 506.1, and 504.1 are in compliance and the owner and officer are trying to come to a resolution regarding item no. 2 IPMC 102.8 and FBC 105.1.

Motion was made by Michael Monti and John George seconded to continue the case until the March 12 meeting.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Item 5B-3 and 5B-4 was postponed to allow the respondents who were traveling time to arrive.

Item 5B-5 is case # 13-2173; 508 N 14th Street, Ft. Pierce, FL owned by Mayfive Capital LLC, 8902 N Dale Mabry Highway, #200, Tampa, FL 33614 for code section(s) 5-369 vacant buildings. No one was present representing Mayfive Capital.

Officer Janey Singer read the Summary Sheet and requested the Code Board find the property out of compliance, allow 0 days to comply and assess a fine of \$250.00 per day. In addition Staff requests Code Board authorize the City to board the property up and assess the boarding up costs to the property owner.

After discussion and exhibits were shown a motion was made by Michael Monti and seconded by Geraldine Murphy to allow owners 0 days to comply, assess a fine of \$250.00 per day until compliance and City should take proper steps to board the property up and bill the owner for charges.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Staff allowed a little more time for the respondents in Items 5B-3 & 5B-4 to arrive and moved on to Item 6C; Comments from Staff.

Margaret Arraiz explained that we were going to revamp our minutes and go from verbatim to summary minutes. Chairwoman Misty Minton asked the opinion of Jim Walker who confirmed that summary minutes were acceptable and was the current trend of many departments.

Item 5B-3 is case # 12-1566; 809 Atlantic Avenue, Ft. Pierce, FL owned by Judith Hoeve, 16027 89th PL N, Loxahatchee, FL 33470 for code section(s) 5-370 exterior property and landscaping, 22-187 (13) (b) landscape maintenance, 5-368 (1) property maintenance, 16-46, 16-47, 16-48 (7) nuisance as a condition, 5-368 (6) fence maintenance, and 16-46, 16-47, 16-48 (1) (5) outside storage.

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Judith Cherylten Hoeve was sworn in and testified that she was in agreement with the Staff's request.

There were no questions or discussions.

A motion was made by Michael Monti and seconded by Geraldine Murphy that the Code Board find the violator to have been in violation of code section(s) 5-370, 22-187 (13) (b), 16-46, 16-47, 16-48 (7), 5368 (6) and 16-46, 16-47, 16-48 (1) and (5) but that the violations has been cured as of the date of this hearing. The violators shall be warned that if these violations reoccur, pursuant to Florida Statute 162.09, the Code Officer may notify the Code Board and request that a fine be entered. In addition moved that in the case of section 5-368 (1) the violator be given 60 days in which to obtain permit and comply with the conditions of that permit. Failing which the violator is to be assessed a fine of \$250.00 a day until the violation comes into compliance.

There was no discussion from the Board.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Item 5B-4 is case # 12-1818; 1012 Mayflower Road, Ft. Pierce, FL 34950 owned by Glenn E. Davis (EST) of that same address. The IPMC section(s) are 304.7, 304.13, 304.18.1, 504.1, 506.1, and 305.3. There was no representative for this case.

Margaret Arraiz read the Summary Sheet and stated that the violations do exist. Staff is requesting the Code Board find a violation to be found and a fine assessed.

Chairwoman Minton discussed the amount of the fine and Kristie Kirstein explained how she determined the amount to recommend to the Board. Manager Margaret Arraiz reminded the Board that the amount was a recommendation and they could assign any amount up to \$250.00. With no further discussion from the Board, a motion was requested.

A motion was made by John George and seconded by Terry Wolters that the Board find a violation does exist and the violators that are not present are deemed to have admitted guilt. It was further moved that they be given the number of days recommended by the Code Enforcement Officer on the case summary sheet to come into compliance or they be fined the amount also shown on the summary sheet.

A vote was taken and all in favor were Board Members Monti, Murphy, Wolters, Wallers, Vice Chair George, and Chairwoman Minton. Those opposed: none.

Misty Minton reminded the Board that the next meeting would be March 12.

There being no further business, Chairwoman Minton declared the meeting adjourned.

Meeting adjourned at 9:45 AM.

ATTEST:

SECRETARY TO THE CODE BOARD

CODE ENFORCEMENT MANAGER

A Taped Recording of this Meeting has been saved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission
THROUGH: Robert J. Bradshaw, City Manager
FROM: Colleen Greer, Executive Assistant to Special Magistrate
SUBJECT: **LIEN REDUCTION REQUEST – 517 S 8th St., Ft. Pierce, FL**
DATE: February 3, 2014

The following is a breakdown of the above property:

	Code Enforcement Fines	Interest & Penalties	Administrative Fees	Filing Fees
	\$63,600.00	.00	.00	\$40.00
<hr/>				
Totals:	\$63,600.00	.00	.00	\$ 40.00
Amount that can be waived including filing fees				\$ 63,640.00
Amount that cannot be waived				<u>.00</u>
			TOTAL	\$ 63,640.00
Amount requested to be waived				\$ 55,608.09
Amount being offered for settlement				<u>\$ 8,031.91</u>
			TOTAL	\$ 63,640.00



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date: 12/23/13			
Property address:		517 S. 8 TH ST. FT. PIERCE, FL. 34950	
Owner(s) of record:		AL BERNETTI	
Mailing address:		1171 Bayshore DR. #207 FT. PIERCE, FL. 34949	
Property tax ID #:		2410-709-0043-000/4	
Original purchase date:	10/22/13	Original purchase price:	\$ 16,500. -
Other Information:	<input type="checkbox"/> Inherited Property	<input checked="" type="checkbox"/> Purchased at Tax Sale	<input type="checkbox"/> Adjoining Property Owner
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial
		<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	AL BERNETTI	Relationship to owner(s):	OWNER
Telephone #:	Ø	Mobile phone #:	772-519-0482
E-mail:	ALTEENANGLERS@AOL.COM	Preferred contact method:	E-MAIL
What are owner(s) intentions for property:	UNDECIDED AT THIS TIME		
Amount of Fine:	\$ 63,640. -	Date Fine Initiated:	1/11/12
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)
Is a lien filed against the property?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the lien amount? \$ 63,640. -
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?

AMOUNT OF FINE / LIEN

\$ 55,608.09

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 55,608.09

DOLLAR AMOUNT I AGREE TO PAY

\$ Ø

If the city waives any fees, interest, penalties, fine or lien amount, the undersigned does hereby agree to pay the remainder within sixty (60) days from the date of the Board, Magistrate or Commission's decision unless an alternate time frame is specified in the motion.


(Signature of Owner or Representative)

AL BERNETTI
(Printed Name)



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 517 S. 8TH ST. FT. PIERCE, FL. 34950

Property Owner: AL BERNETTI

Mailing Address: 1177 BAYSHORE DR. # 207 FT. PIERCE, FL. 34949

Telephone #: 0 Cell Phone #: 772-519-0482

E-Mail Address: ALTEENANGERS @ AOL.COM

Is the property in compliance? yes If no, please explain _____



CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

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

ON OCTOBER 22ND 2013 I ARRIVED AT 517 8TH ST. FORT PIERCE
SAW THE CODE ENFORCEMENT SIGN AND CALLED SHAWN.
I EXPLAINED TO SHAWN THAT I HAD JUST PURCHASED THE PROPERTY
AND REQUESTED HE GIVE ME A WEEK TO CLEAN IT UP. HE DID AND
WE DID. 7 DAYS LATER HE REMOVED THE SIGN.
I AM GIVING YOU MY WORD THAT AS LONG AS I OWN THIS PROPERTY
IT WILL NEVER AGAIN BE A BLIGHT ON THE OAKLAND PARK NEIGHBORHOOD

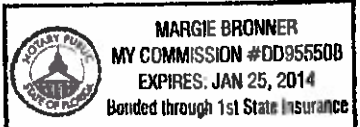
Date: 12/23/13

Signed: [Signature]
Print Name: AL BERNETTI

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority AL BERNETTI who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 23 day of DECEMBER, 20 13



[Signature]
Notary Public, State of Florida



St. Lucie County
 Clerk of the Circuit Court
 AP Account
 PO Box 700
 Fort Pierce, FL 34954

Seacoast National Bank
 Stuart, Florida 34995

00432931

Check Date: 12/06/13
 Check Number: 00432931
 Check Amount: \$****30,319.21

83-515
 670

Thirty Thousand Three Hundred Nineteen & 21/100***
 PAY TO THE ORDER OF

This Check Void After 180 Days

City Of Ft Pierce
 Attn Finance Kathryn D'Arton
 P O Box 1480
 Fort Pierce FL 34954

She Jones
 AUTHORIZED SIGNATURE
John E. Smith
 AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND

⑈00432931⑈ ⑆067005158⑆ 4137081101⑈

Clerk of the Circuit Court - AP Account

INVOICE		DOC #	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
NUMBER	DATE					
TAXDEED 12-378	12/05/13	11401766	Lien - 4121/4121	80.76	0.00	80.76
TAXDEED 13-240	12/05/13	11401768	Lien 3904/3904 - 3,088.98	11,120.89	0.00	11,120.89
TAXDEED 13-226	12/05/13	11401769	Lien 4555/4555 - 262.64	19,117.56	0.00	19,117.56
			#12-378 A/R 4121/4121 \$80.76 - 303 N. 27th St.			
			#13-240 A/R 3904/3904 \$3,088.98			
			CRFPC Fee-prior \$30.00			
			PV code violation \$8,001.91	-5175.82 \$		
			#13-226 A/R 4555/4555 \$262.64			
			CRFPC Fee-prior \$40.00			
			PV code violation \$18,814.92	-2102 Golf View Ct		
			\$30,319.21			
CHECK NUMBER	CHECK DATE			TOTAL GROSS	TOTAL DISCOUNT	TOTAL AMOUNT
00432931	12/06/13			30,319.21	.00	30,319.21



PROPERTY RECORD CARD

Al Bernotti Record: 1 of 1

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address: 517 S 8th St ParcelID: 2410-709-0043-000-4
 Sec/Town/Range: 10 :35S :40E Account #: 23674
 Map ID: 24/10S Use Type: SF Res
 Zoning: R1 City/Cnty: Fort Pierce



Ownership and Mailing

Owner: Al Bernotti
 Address: 1177 Bayshore Dr #207
 Fort Pierce FL 34949

Legal Description

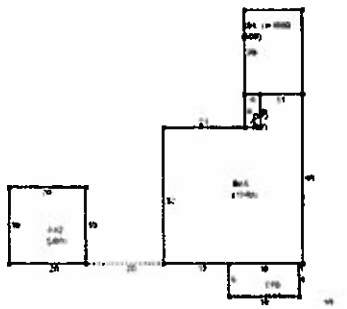
OAKLAND PARK BLK 6 LOT 12 (MAP 24/10F) (OR 3571-2002)

Sales Information

Date	Price	Code	Deed
10/21/2013	16500	0111	TD
4/29/2007	100	01	WD
3/27/2007	165000	00	WD
5/1/1987	35000	00	CV
8/1/1984	25000	00	CV
10/1/1983	0	01	CV

Assessment 2013	Total Land and Building
2013 Final: 27700	Land Value: 5500 Acres: 0.15
Assessed: 27700	Building Value: 22200
Ag Credit: 0	Finished Area: 1240 SqFt
Exempt:	
Taxable:	
Taxes: 708.02	

BUILDING INFORMATION



Exterior Features

View:	-	RoofCover:	SA - Asph Shingle	RoofStruct:	GA - Gable
ExtType:	HD - HD	YearBlt:	1926	Frame:	-
Grade:	D - D	EffYrBlt:	1970	PrimeWall:	WS - Wood/Sheath
StoryHght:	0010 - 1 Story	No.Units:	1	SecWall:	-

Interior Features

BedRooms:	3	Electric:	MX - MAXIMUM	PrmIntWall:	WB - WB
FullBath:	1	HeatType:	-	AvgHI/FI:	STD
1/2Bath:	0	HeatFuel:	-	Prm.Flors:	CU - Carpet
%A/C:	0	%Heated:	0	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty	Units	Qual	Cond	YrBlt	No.	Use Type	Type	Measure	Depth
SDSF - SITE DEV S-F	Y	1	1	AV	AV	2001	1	0100-SF Res	BI -Front Ft	50	130

Land Information

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

City Commission Regular Meeting

Agenda Item # 10. a.

Meeting Date: 02/03/2014

Re: Ordinance No: 14-002; Amendment to Chapter 13 for 185 Police Board

Submitted For: Gloria Johnson, Finance Director, Finance Department

SUBJECT:

Ordinance No: 14-002, Amendment to Chapter 13, Police Officers Retirement; Amending Section 13-165(e) to permit the Board to use its discretion to invest and reinvest the moneys of the fund. SECOND READING

SUMMARY:

The amendment of Chapter 13 of the Code is to amend Section 13-165 (e) entitled Records, Accounts, Disbursements, Deposits, Contributions; actions to permit the Board to use its discretion to invest and reinvest the moneys of the fund.

RECOMMENDATION:

Adopt Ordinance No. L-14-002 amending Chapter 13 of the Code.

ALTERNATIVES:

Deny the amendment to the Code.

RESPONSIBLE STAFF:

Finance Director and City Clerk

COORDINATED WITH:

Office of the City Attorney, Jim Walker, Assistant City Attorney and Law Offices of Perry & Jensen, LLC (Police Officers' Retirement 185 Fund Legal Council)

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Budgeted Y/N: n

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

NA

Attachments

Ordinance 14-002



City of Fort Pierce, Florida

City Commission Meeting

Agenda Item # _____

Commission Meeting 01/21/14

To : The Honorable Mayor and Members of the City Commission

Through: Robert J. Bradshaw, City Manager

From : Gloria J. Johnson, Director of Finance

Re : Ordinance No: 14-002; Amendment to Chapter 13, Police Officers Retirement – Amending Section 13-165(e)- To Permit The Board To Use Its Discretion To Invest and Reinvest The Moneys Of The Fund

Date : January 13, 2014

ISSUE(S): The Fort Pierce Police Officer Pension Fund (185) wishes to amend its Pension Ordinance to allow for greater flexibility to invest assets.

SUMMARY: The amendment of Chapter 13 of the Code is to amend Section 13-165 (e) entitled Records, Accounts, Disbursements, Deposits, Contributions; actions to permit the Board to use its discretion to invest and reinvest the moneys of the fund.

FISCAL IMPACT: None

RECOMMENDATION: Adopt Ordinance No. L-14-002 amending Chapter 13 of the Code.

ALTERNATIVES: Deny the amendment to the Code.

RESPONSIBLE STAFF: Finance Director and City Clerk

COORDINATED WITH: Office of the City Attorney, Jim Walker, Assistant City Attorney and Law Offices of Perry & Jensen, LLC (Police Officers' Retirement 185 Fund Legal Council)

ATTACHMENTS: Amended Ordinance No. 14-002.

City Commission Regular Meeting

Agenda Item # 10. b.

Meeting Date: 02/03/2014

Re: Cleveland Appeal

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Notice of Appeal submitted by Mr. David Cleveland. The relief sought is the reversal of the Historic Preservation Board's decision to deny the Certificate of Appropriateness for replacement of original and non-original windows at Old City Hall and St. Anastasia School Building. (CONTINUED FROM 1/21/2014)

SUMMARY:

Staff continues to work toward a resolution of the appeal.

RECOMMENDATION:

Continue to March 3, 2014 Meeting.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

Rebecca Grohall, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

City Commission Regular Meeting

Agenda Item # 12. a.

Meeting Date: 02/03/2014

Re: FDOT Local Agency Program (LAP) Agreement - South 31st Street Sidewalks

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution No. 14-R04, authorizing the execution of a Local Agency Program (LAP) Agreement with FDOT for South 31st Street sidewalk improvements from Tennessee Avenue to Okeechobee Road; and approval of the Federal-Aid Project Funding Request.

SUMMARY:

This LAP Agreement provides federal funding, under the Safe Routes 2 School Program, allowing for sidewalk improvements along 31st Street. These walks will be constructed on both sides of the roadway between Tennessee Avenue and Okeechobee Road. In addition, Tennessee Avenue will receive a sidewalk on the north side of the roadway between South 31st Street and South 30th Street. These walkways will provide a safe route for Fairlawn Elementary students walking to and from school. Upon execution of the LAP Agreement and Federal-Aid Project Funding Request, construction funding in an amount equivalent to \$383,563.00 will be awarded to the City of Fort Pierce.

RECOMMENDATION:

Staff recommend execution of the LAP Agreement and the Federal-Aid Project Funding Request.

ALTERNATIVES:

Take no action and leave roadway without adequate pedestrian pathways.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

FDOT, Public Works, Planning

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

Construction shall be initially funded by SMU Account No. 403-4300-538-3490 in the amount of \$383,563.00 with reimbursement by FDOT as per the conditions specified in the LAP Agreement.

Attachments

LAP Agreement

31st Street Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>427613-1-58-01</u>	Fund: <u>TALU</u>	FLAIR Approp: _____
Federal No: <u>8886-275-A</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: <u>427613-1-68-01</u>	Fund: <u>TALT</u>	FLAIR Approp: _____
Federal No: <u>8886-275-A</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: <u>427613-1-68-01</u>	Fund: <u>TALU</u>	FLAIR Approp: _____
Federal No: <u>8886-275-A</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>94</u>	Contract No: _____	Vendor No: <u>VF596000322013</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this ____ day of _____, ____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and CITY OF FORT PIERCE hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in South 31st Street from Tennessee Ave. to Okeechobee Rd. and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A, B & X are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently that on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2016. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 383,563.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or out the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Locals are not able to meet the schedule advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309
 - b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - a) The Department at each of the following address(es):

Karen Maxon, Budget & Work Program Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph 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.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY City of Fort Pierce

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Gerry O'Reilly, P.E.
Title: Director of Transportation Development

Attest: _____
Title:

Attest: _____
Title:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

APPROVED AS TO FORM AND CORRECTNESS

BY:  _____
City Attorney

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$383,563.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 427613-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Fort Pierce

Dated _____

PROJECT LOCATION: South 31st Street from Tennessee Avenue to Okeechobee Road

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Construction of a 5' sidewalk along south 31st Street from Tennessee Ave. to Okeechobee Rd.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 06/30/2014.
- f) Construction to be completed by 06/30/2016.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

This project is for reimbursement of **Construction and CEI Only** in the year 2013/2014 in the amount of \$383,563.00. Upon execution of this agreement by all parties the Department will provide the Agency **ONE EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the agreement or time extension (if required by a request for a time extension from the Agency) date.

Upon completion of the Project, the Agency is required to notify the Department of the date of the completion and final invoicing. The Department may require an onsite inspection with the Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Fort Pierce 100 North U.S. 1 Fort Pierce, FL 34954	FPN: 427613-1-58/68-01
---	------------------------

PROJECT DESCRIPTION

Name: South 31st Street Length: .423 Miles
 Termini: From Tennessee Ave to Okeechobee Rd.

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2008-2009			
2009-2010			
2010-2011			
Total Planning Cost			
Project Development & Environment (PD&E) 2008-2009			
2009-2010			
2010-2011			
Total PD&E Cost			
Design 2008-2009			
2009-2010			
2010-2011			
Total Design Cost			
Right-of-Way 2008-2009			
2009-2010			
2010-2011			
Total Right-of-Way Cost			
Construction 2011-2012			
2012-2013			
2013-2014 TALU (X14)	\$337,536.00	\$0.00	\$337,536.00
Total Construction Cost	\$337,536.00	\$0.00	\$337,536.00
Construction Engineering and Inspection (CEI) 2012-2013			
2013-2014 TALT	\$26,202.00		\$26,202.00
2013-2014 TALU (X14)	\$19,825.00		\$19,825.00
Total CEI Cost	\$46,027.00		\$46,027.00
Total Construction and CEI Costs	\$383,563.00	\$0.00	\$383,563.00
TOTAL COST OF THE PROJECT	\$383,563.00	\$0.00	\$383,563.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 427613-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and City of Fort Pierce

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and City of Fort Pierce

Dated _____

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project or any American Recovery and Reinvestment Act (ARRA) project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, a copy of the LAP Supplemental should be forwarded to the Department's Federal-Aid Management Office.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT FUNDING REQUEST

525-010-30
 CONSTRUCTION
 08/00
 Page 20

DATE _____

AGENCY City of Fort Pierce

FEDERAL-AID PROJECT NUMBER 8886-233-A

FIN NUMBER 427613-1-58/68-01

STATE JOB NUMBER _____

TIP PAGE NUMBER _____

PROJECT TITLE: South 31st Street

PROJECT TERMINI FROM: from Tennessee Ave. to Okeechobee Rd

WORK PHASE: PLANNING ENVIRONMENTAL DESIGN CONSTRUCTION RIGHT OF WAY

AWARD TYPE: LOCAL LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on: N/A, and reevaluated on: _____

EA /FONSI approved on: N/A, and reevaluated on: _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: N/A

Type I Categorical Exclusion determination on: 01/06/2014

Type II Categorical Exclusion determination on: N/A

Categorical Exclusion Reevaluation on: N/A

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN						
R/W						
CONST.	\$383,563.00	\$0.00	\$0.00	\$383,563.00	100%	
TOTAL	\$383,563.00	\$0.00	\$0.00	\$383,563.00	100%	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: n/a Number of Lanes _____

Bridge Number(s) on Project _____

DESCRIPTION OF PROPOSED WORK New Construction 3-R Enhancement Congestion Mitigation

Sidewalk Construction _____ Roadway Width n/a Number of Lanes n/a

Bridge Numbers(s) on Project N/A

LOCAL AGENCY CONTACT PERSON

John R. Andrews, PE

TITLE: City Engineer

MAILING ADDRESS:

100 North U.S. 1
 Fort Pierce, FL 34954

PHONE: (772) 460-2200 X 142

AGENCY:

City of Fort Pierce

ZIP CODE: 34954

LOCATION AND DESIGN APPROVAL:

BY: _____
 Approving Authority

TITLE: _____ DATE: _____

AGENCY: City of Fort Pierce	PROJECT TITLE: <u>South 31st St. from Tennessee Ave. to Okeechobee Rd.</u>	DATE:
--------------------------------	---	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An Environmental determination has been completed for this Project.

RIGHT OF WAY AND RELOCATION:

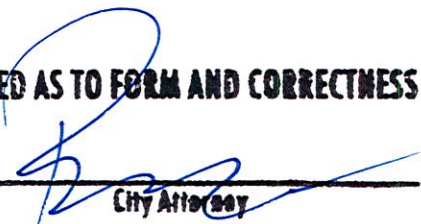
There is no right of way acquisition associated with this Project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: City of Fort Pierce

DATE: _____

By: _____
(Mayor / Chairman)

APPROVED AS TO FORM AND CORRECTNESS
BY: 
City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING EXECUTION OF A **LOCAL AGENCY PROGRAM (LAP) AGREEMENT** BETWEEN THE CITY OF FORT PIERCE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR **SOUTH 31ST STREET SIDEWALK IMPROVEMENTS FROM TENNESSEE AVENUE TO OKEECHOBEE ROAD** AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purpose of entering into this Agreement is for the City to provide sidewalks along South 31st Street in accordance with the Agreement by the Florida Department of Transportation.

WHEREAS, the Florida Department of Transportation will provide construction and CEI funding in accordance with said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce will enter into a Local Agency Program Agreement with the Florida Department of Transportation for the South 31st Street Sidewalk Improvements.
2. That a copy of said Agreement shall be attached to this Resolution.
3. This Resolution shall become effective immediately upon adoption.
4. That the Mayor, City Clerk and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of February, 2014.

MAYOR COMMISSIONER

Attest:

CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

By: 

CITY ATTORNEY

City Commission Regular Meeting

Agenda Item # 12. b.

Meeting Date: 02/03/2014

Re: 14-R06

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 14-R06, appointing members to the Communitywide Council.

SUMMARY:

Appointment of Irene A. Szedlmayer to the Communitywide Council for a two-year term.

RECOMMENDATION:

Approval Resolution No. 14-R06

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

n/a

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

14-R06

RESOLUTION NO. 14-R06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Communitywide Council in accordance with the Citizens Participation Plan adopted by Resolution No. 88-84; said terms to commence upon adoption of this resolution and to expire February 3, 2016, or when a successor has been duly appointed.

<u>Name</u>	<u>Represents</u>	<u>Term Expires</u>
Irene A. Szedlmayer	Community at Large	February 3, 2016

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of February, 2014.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

City Commission Regular Meeting

Agenda Item # 12. c.

Meeting Date: 02/03/2014

Re: 14-R07

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 14-R07, appointing members to the Board of Examiners of Contractors.

SUMMARY:

Resolution appointing Ken Waters and Don Bergman to the Board of Examiners of Contractors for four (4) year terms.

RECOMMENDATION:

Approved Resolution 14-R07.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

n/a

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

14-R07

RESOLUTION NO. 14-R07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Board of Examiners of Contractors; said terms to commence upon adoption of this resolution and to expire February 3, 2018, or when a successor has been duly appointed.

<u>Name</u>	<u>Represents</u>	<u>Term Expires</u>
Ken Waters	Consumer Representative	February 3, 2018
Don Bergman	Architect	February 3, 2018

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of February, 2014.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

City Commission Regular Meeting

Agenda Item # 12. d.

Meeting Date: 02/03/2014

Re: 14-R08

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 14-R08, appointing members to the Construction Board of Adjustments and Appeals.

SUMMARY:

Resolution re-appointing James Matula and Ken Waters to the Construction Board of Adjustments and Appeals for four (4) year terms.

RECOMMENDATION:

Approve Resolution 14-R08

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

n/a

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

14-R08

RESOLUTION NO. 14-R08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Construction Board of Adjustments and Appeals; said terms to commence upon adoption of this resolution and to expire February 3, 2018, or when a successor has been duly appointed.

<u>Name</u>	<u>Represents</u>	<u>Term Expires</u>
James Matula	Electrical Contractor	February 3, 2018
Ken Waters	Mechanical Contractor	February 3, 2018

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of February, 2014.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

City Commission Regular Meeting

Agenda Item # 12. e.

Meeting Date: 02/03/2014

Re: 14-R09

SUBJECT:

Resolution No. 14-R09 appointing members to the Board of Examiners of Contractors.

SUMMARY:

Resolution appointing Greg Oldakowski to the Board of Examiners of Contractors to fill a vacancy; term to expire February 28, 2015.

RECOMMENDATION:

Approve Resolution 14-R09.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

n/a

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

14-R09

RESOLUTION NO. 14-R09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Board of Examiners of Contractors; said terms to commence upon adoption of this resolution and to expire February 3, 2018, or when a successor has been duly appointed.

<u>Name</u>	<u>Represents</u>	<u>Term Expires</u>
Greg Oldakowski	General Contractor	February 28, 2015

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of February, 2014.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

City Commission Regular Meeting

Agenda Item # 12. f.

Meeting Date: 02/03/2014

Re: Submittal of Applications for Code Enforcement Board

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

SUBJECT:

Submittal of applications for appointment/reappointment to the Code Enforcement Board for consideration.

SUMMARY:

Submittal of the following applications for consideration:

Michael Monti for reappointment

John L George for reappointment

Al Bernetti for appointment

RECOMMENDATION:

Approve all applications

ALTERNATIVES:

Do not approve all or some of the applications

RESPONSIBLE STAFF:

Margaret M Arraiz, Code Compliance Manager

COORDINATED WITH:

Linda Cox, City Clerk

Colleen Greer, Code Enforcement Board Secretary

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

None

Attachments

2014 CEB memo

2014 CEB applications

2013 CEB Attendance



City of Fort Pierce

Community Response Divisions
Margaret M. Arraiz, Code Compliance Manager

Protecting the health, safety and welfare of our community



TO: The Honorable Mayor and City Commissioners
THRU: Robert J. Bradshaw, City Manager
FROM: Peggy Arraiz, Code Compliance Manager
RE: Reappointment to the Code Enforcement Board
DATE: January 16, 2014

Please find enclosed two applications from Michael Monti and John L George for re-appointment to the Code Enforcement Board for your consideration.

Also enclosed is an application from Al Bernetti for appointment to the Code Board. Mr. Bernetti will fill the vacancy created due to Mr. Donald Scott's decision to not apply for re-appointment. Mr. Scott has served on the Board since 2008.

The alternate board member position remains vacant at this time.

I have included an updated attendance report from 2013. All hearings were held with a quorum.



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

Passy
1-10-14

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Code Enforcement Board

Name: <i>Michael Monti</i>	Home Phone: <i>772-467-8885</i>
Home Address: <i>1320 Bayshore Drive</i>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <i>Student</i>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <i>1320 Bayshore Drive Computer Repair</i>	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: <input type="text"/> Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <i>Code Enforcement</i>	
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date: <i>1/8/14</i>	Referred by:

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
or via email at lcx@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

*Peggy
1-10-14*

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Code Enforcement Board

Name: <i>John L. George</i>	Home Phone: <i>(772) 834-7001</i>
Home Address: <i>707 N. 19th St.</i>	
Are you a citizen of the United States? <i>Yes</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <i>Business owner</i>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <i>707 N. 19th St.</i>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? <i>Construction</i>	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <i>George & Associates Contractors, Inc.</i>	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: <i>1/08/2014</i>	Referred by: <i>Comm. Rufus Alexander</i>

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
or via email at lcox@city-ftpierce.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

*Pass
CO
1-10-14*

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Code Enforcement Board

Name: Al Bernetti	Home Phone: 772-519-0482
Home Address: 1177 BayShore Dr. # 207 Ft. Pierce, Fl. 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Real Estate Broker and Investor	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No McCurdy & Co. Realtors 207 Melody Lane	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Describe your education, background, training and knowledge in the above area(s): 29 years of real estate experience in central Florida I created managed and trained 25 real estate sale people as well as developed a home construction business(Magic Homes and Development).	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date: 1/8/14	Referred by: <i>Shaun Coss</i>

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
or via email at lcx@city-ftpierce.com

CODE ENFORCEMENT BOARD

ATTENDANCE RECORD

2013	TERM	1/9	Feb	3/13	Apr	5/8	Jun	7/10	Aug	Sept	Oct	11/13	Dec
Tom Knott, Chair	2/13	X	NO MEETING		NO MEETING		NO MEETING	NO MEETING	NO MEETING		NO MEETING		WINTER BREAK
Misty Minton, Chair	2/13			X		X				X			
Misty Minton, Vice Chair	2/13	X											
John George	2/14	X		X		X				X			
Donald Scott	2/14	AB		AB		X				X			
Michael Monti	2/14	X		X		X				X			
Geraldine Murphy	2/15	X		X		X				X			
Marty Laven	2/15	X		AB		AB							
Terry Wolters	4/16					X							
Vacant (Alternate)													

AB ABSENT
X PRESENT

City Commission Regular Meeting

Agenda Item # 13. a.

Meeting Date: 02/03/2014

Re: Department Activity Report

Submitted For: Robert Bradshaw, City Manager, City Manager

SUBJECT:

Department Activity Report

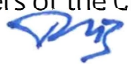
Attachments

City Manager Activity Report 2-3-14



Interoffice Memorandum

FROM THE OFFICE OF THE
CITY MANAGER

TO: The Honorable Mayor and Members of the City Commission
FROM: Robert J. Bradshaw, City Manager 
RE: Department Activity Report
DATE: January 24, 2014

The information that follows is intended to keep the Commission abreast of the on-going activities, issues, programs and services within the City.

City Manager's Office

City Manager

- The City Manager and Deputy City Manager met with the Building Official and Building Administrator to discuss a business plan.
- The Deputy City Manager and Marina Manager met with the City Attorney to discuss a lease agreement.
- The City Manager met with Commissioner Perona to discuss the agenda for the January 21, 2014 City Commission meeting.
- The City Manager participated in the conference call for a FCCMA legislative committee meeting.
- The City Manager attended the FPUA Board meeting on January 21, 2014.
- The Deputy City Manager held a Fort Pierce Redevelopment Agency Board meeting on January 21, 2014.
- The Deputy City Manager, City Engineer and Planning Manager attended a meeting with the County and FDOT regarding the Port of Fort Pierce / 2nd Street.
- The Deputy City Manager met with both GIS Analysts to discuss backup documentation for the next scheduled CRA Advisory Committee meeting.
- The Deputy City Manager attended an Economic Development Team meeting on January 22, 2014.
- The Deputy City Manager and Executive Assistant participated in the City Hall Fitness Challenge.
- The City Manager attended the hearing on Australian Properties v. City of Fort Pierce on January 23 and January 24.
- The Deputy City Manager met with Commissioner Alexander as a follow-up to the FPRA meeting.
- The Deputy City Manager met with a representative of IRSC to discuss the economic development profile brochure.

City Clerk's Office

- Gave assistance and answered questions to the walk-in public on various aspects of Business Tax Receipts which included but not limited to:
 - New Applications: 16 Renewals: 58 Transfers: 4
- Gave assistance and answered questions to the walk-in contractors on various aspects of Contractor's Licensing which included but not limited to:
 - New Applications: 9 Renewals: 9
- Gave assistance and answered questions from the public who have contacted office by telephone.
- Gave assistance and answered questions received by the public via e-mail through the City's web-page.
- Assisted the public by researching and providing copies of various requested public records.
- Assisted the public, various departments, newspaper and other government entities by providing DVD copies of various commission meetings.
- Assisted public by processing and providing receipt for animal registrations payment.
- Assisted Code Compliance Manager by processing payment and providing receipt for check received from St. Lucie County Humane Society for animal registrations.
- Assisted Code Compliance Manager by processing payment and providing receipt for check received from St. Lucie County Humane Society for impound fees December 2013.
- On-going updating of contractors' records for current Liability Insurance, Workman Compensation Insurance, and State License information.
- Prepared all necessary paperwork submitted by contractors into packets for the Board of Examiners of Contractors agenda for the January 14, 2014 meeting.
- Attended and recorded the Board of Examiners of Contractors meeting on January 14, 2014.
- Input all necessary information to create an account and competency card for contractors approved by the Board of Examiners of Contractors at the meeting on January 14, 2014.
- Preparation of legal advertisements, letters, resolutions, & ordinances for various departments for upcoming City Commission agenda items.
- Preparation of several Proclamations.
- Attended, recorded and transcribed minutes of the Fort Pierce Redevelopment Agency Meeting held on January 21, 2014.
- Attended, recorded and transcribed minutes of the Fort Pierce City Commission Meeting held on January 21, 2014.
- License/Permit Clerks contacting businesses who did not renew Business Tax by September 30, 2013 to inquire if still in business and notify that Business Tax has expired and must be renewed.
- Revenue Recovery working with Code Enforcement personnel on new businesses within the city limits that have not applied for a Business Tax Receipt.
- Licensing/Permit Clerks and Licensing Specialist/Deputy City Clerk working on revenue recovery project by checking list obtained from Fort Pierce Utilities of commercial utility customers to make sure have Business Tax Receipt for the City.

City Clerk's Office contd.

- Licensing/Permit Clerk working with Building Department Permit Specialist to contact business tax applicants to set up appointments for building inspections and other issues associated with a business tax application.
- Daily balancing process of cash receipts and submittal to Finance Department for bank deposit.
- On-going implementation of computerization of deed, alleyway and right-of-way records.
- On-going implementation of computerization of annexation records.
- On-going implementation of scanning City Commission Agenda Packets onto DVD's.
- On-going implementation of scanning City Commission Meeting minutes, ordinances, resolutions, and the Fort Pierce Redevelopment Meeting minutes into the Optiview system.
- Assisting MIS Department in correcting and adding unit numbers to existing address data base.
- Preparation and delivering to St Lucie County Courthouse recording division various paperwork to be recorded.
- Assisting Finance Department by signing and affixing the City Seal to necessary paperwork associated with release of liens.
- Assisting Planning Department personnel answering questions pertaining to business tax applications.
- Assisted Planning Department personnel by researching and providing copies of various ordinances, rezoning, conditional uses and annexations.
- Assisted Planning Department personnel by researching and providing the cost for legal advertising of various projects they are processing.
- Assisted City Attorney Office by doing research on various city issues.
- License Permit Specialist/Deputy City Clerk working on an on-going record retention projects.
- On-going implementation of updating various forms and having them accessible through the City of Fort Pierce website.
- Licensing/Permit clerk Joyce Kobbe is participating in the 1st "Get Fit Challenge" and also being a member of the Wellness Committee.
- Licensing/Permit Clerk Joyce Kobbe is co-chair of the City's Relay for Life Committee and is organizing a bake sale at City Hall to benefit Relay for Life.
- Assisted Public Works Manager by processing all the necessary paperwork required by the St. Lucie Tax Collector to obtain a City auto tag.
- Licensing/Permit Clerks Joyce Kobbe and Allison Martin attended an hour long seminar with a Nutritionist and Life Coach held on January 21, 2014.
- City Clerk attended Chamber of Commerce Fort Pierce Area Council.
- City Clerk attended EDC Coffee Talk with Pete Tesch.
- City Clerk met with St. Lucie County Supervisor of Elections, Gertrude Walker, and her staff to finalize and confirm 2014 City Election Packet.

Administrative Services Department

- Procurement –
 1. Processed RFQ 2014-010 King Plant Property Redevelopment. Advertisement dates: 1/22/14, & 1/29/14. Pre-qualification Conference will be held 2/6/2014 @ 10:00 A.M in the 2nd floor conference room.
 2. Processed Bid 2014-013 31 Street Sidewalk Improvement Okeechobee Rd. to Tennessee. Advertisement dates: 1/22/14, 1/29/14 and 2/5/14. Mandatory Pre-Bid Conference will be held 2/7/14 @ 10:00 A.M in the Engineering Conference Room.
 3. Processed purchase orders and fiscal year blanket purchase orders.
 4. Processing and/or completion of awards to vendors/contractors approved by Commission.
 5. Meetings:
 - a) Director of Administrative Services conducted meetings with the Manager of Public Works and the City Clerk Staff regarding personnel issues.

- Human Resources –
 1. Coordinated Pre-employment physicals and background checks.
 2. Conducted New Employee Orientations
 3. Completed several Public Records requests.
 4. Advertised Promotional/Employment Opportunities.
 5. Created several Personnel Action forms for employees.
 6. Distributed monthly Reports to each department such as Accrual Register, Time Sheets and payroll register to Police Department.
 7. Processed Purchase Orders and requisitions.
 8. Verified payroll.
 9. Processed January 2014 employee annual evaluations.
 10. Completed Verification of Employment/Loss of Income forms.

- Risk Management –
 1. Implemented 60 Day Fitness Challenge, January 14, 2014.
 2. One Hour Session with Nutritionist & Life Coach.
 3. Accident and Injury Reviews.
 4. Audited, Closed, and Processed WC Claims.
 5. Processed Insurance Subrogation.
 6. Consulted with the City Carrier Regarding Liability Claims.
 7. Processed day to day Risk Management Duties.

Finance Department

- Preparing Financials for Audit
- Attended Retirement Board meeting.
- Met with Actuary to discuss defined contribution plan.
- Day to Day Operations

MIS Department

- Working with SunGard staff on installation of QRep Web and administrative and user training.
- Retrieving and restoring valuable information on several PCs.
- Deploying AppAssure Imaging, Backup, and de-duplication Citywide.
- Working with Facility Maintenance crew on room upgrades.
- Re-cable the Golf Course site and upgraded all POS stations. Also working with the State of Florida to upgrade the bandwidth to this site
- Work with Brevard Business Telephone Systems to remove all hardware and wiring for the old Mitel Telephone systems at City Hall and Public Works. Also old Nortel Telephone system at Indian Hills Golf Club.
- Several locations were affected by lightning strikes and we worked with our cabling vendor for re-cabling at those locations. Ninety five percent of services have been restored.
- Awaiting arrival of new equipment for Commission Broadcasting Room.
- Working on new servers, racks and Intune software citywide.
- Working on citywide installation of AirWatch mobile device management (MDM) application.
- Working with Comcast for moving to the new room in the Commission Chambers to house the Broadcasting equipment.
- Exploring cloud based options for different applications.
- Processing new computer equipment for various departments.
- Working on a pilot program with the Police Department.
- Relocation of several divisions (on-going).
- Upgrading Pervasive application for Marina Program.
- Working with vendor Group Business Software and the migration is seventy percent complete to move Lotus Notes to the cloud.
- Working on Rights issue with NAS (on-going).
- Processing VOIP spread sheets for remaining remote sites (Marina and Sunrise Theatre) and gathering all information required including old numbers to be ported.
- Marina data room is currently being upgraded to handle a new data rack, servers. Transferring data to the new NAS device (on-going).
- Shelter Pro software roll out for Animal Control Officers to be loaded on City's application server.
- Major problems with email due to virus attacks to our system (on-going).
- Servers for Sunrise Theatre are being processed for distribution.
- Testing iPads for use in current environment (Lotus Notes email, and Click2Gov Building permits) and the GPS system.
- Software integrations citywide (on-going).
- Working with AT&T and State of Florida on the fiber optic installation preparation for Public Works/Solid Waste (ongoing).
- Lotus Notes IQsuite e-mail spam, and archiving (ongoing).
- Updating MIS documentation and procedural policies (on-going).
- Received forty four (44) new work orders and completed fifty eight (58) work orders.

Planning Department

- Administrative/Meetings –
 1. All Staff members conducted 'Planner of the Day' duties on a rotating basis
 2. Walk-ins/Call-ins
 3. Planning Board minutes for the January 14, 2014 meeting
 4. Technical Review Committee Minutes for the December 19, 2013 meeting
 5. Zoning Verification Letters for 703 South 29th Street and 800 Virginia Avenue
 6. Pre-application meetings for a proposed expansion to Dogs and Cats Forever and a proposed church at 365 North 26th Street

- Long Range Planning –
 1. 1110 North 29th Street – Pine Creek Village, Future Land Use Map Amendment – Request for scheduling and property owner notifications
 2. 1110 North 29th Street - Pine Creek Village, Zoning Atlas Amendment (Rezoning) – Request for scheduling and property owner notifications
 3. East side of South 25th Street between Ormond Avenue and Mississippi Avenue – Fort Pierce Family Dollar, Future Land Use Map Amendment – Local Planning Agency (Planning Board) Presentation
 4. East side of South 25th Street between Ormond Avenue and Mississippi Avenue – Fort Pierce Family Dollar, Zoning Atlas Amendment (Rezoning) – Planning Board Presentation

- Current Planning –
 1. East side of South 25th Street between Ormond Avenue and Mississippi Avenue – Site Plan – Fort Pierce Family Dollar – Technical Review Committee comments and presentation
 2. 1167 S US HWY 1 - Fort Pierce Shopping Center - Landscape Plan/Easement Coordination
 3. 3700 Okeechobee Road - Annexation - Planning Board

- GIS/Mapping –
 1. GIS - Input edits with parcel identification for Annexation Agreements
 2. GIS - Coordination with Property Appraiser regarding CRA tax data
 3. GIS - Continuing effort to align City GIS with County, Property Appraiser data sets
 4. GIS - Research/analysis regarding election districts
 5. Web - Continuing edits, updates of City website

- Historic Preservation –
 1. 219 N 2nd Street - Historic Preservation Staff Report
 2. 104 N 2nd Street - COA - Historic Preservation Staff Report
 3. 517 S 8th Street - COA - Garage Demo/Reconstruction Historic Preservation Staff Report

Building Division

- 7131 Okeechobee Rd (West Star) - This permit is under review, we will continue to keep you informed of the progress of this project.
- 4150 S 25th Street (Mount Bethel Baptist Church) - Drawings have been submitted project. We will keep you informed of their progress.
- 2000 Hartman Rd (Hartman Medical Center) - The building permit for this project has been issued. We will keep you informed of the progress of this project.
- 4400 S. US Hwy 1 (Acura Dealership) - This permit is under review. We will keep you informed of the progress of this project.
- 1001 N US Hwy 1 (Bowen Medical Center) - The building permit for this project has been issued. We will keep you informed of the progress of this project.
- 110 S Ocean Drive (Inlet Bar and Grill) - Due to the magnitude of the issues surrounding this project, the Building Official has personally communicated with the contractor and owner, giving them specific direction as to how to avoid further delays. This project has been plagued by disorganization and disinformation that have resulted in direct conflict with the SLC Fire Marshal as well as life safety issues as stated in the Florida Building Code. We will keep you informed of our progress in assisting them to bring this project to completion.

Code Enforcement Division

- Hearings –
 1. No Code Enforcement Board hearings.
 2. County Court – Judge Yacucci
 - a) COFP v. James R. Lundy III: Refusal to sign AC citation for dangerous dog – pled not guilty – hearing set for March 10th.
- Code Enforcement –
 1. Received 18 complaints
 2. Issued 5 written warnings
 3. Issued 1 citation
 4. Initiated 74 new cases: 17 general violations and 57 lot clearing violations
 5. Conducted 141 follow-up inspections
 6. Closed 50 cases
- Animal Control –
 1. Responded to 74 dispatched calls
 2. Conducted 171 self-initiated calls
 3. Conducted 42 follow-up investigations
 4. Issued 2 citations and 12 written warnings
 5. Completed 5 bite reports
- Income & Expenses –
 1. Processed 40 lien / title search requests.
 2. All lien & fine case folders are being manually reviewed and updated to address past due accounts (on-going).
- Miscellaneous –
 1. Two new code officers, Isaac Saucedo (FT) and Terry Denmark (PT) started work on 1/22/14.
 2. All Code officers and manager attended the nutritionist and life coach seminar.
 3. Two code officers and manager participated in the weigh ins and Wednesday exercise programs with the personal trainer.
 4. Attended the monthly TRC meeting.

Engineering Department

- Development Reviews – Intake of four (4) Building Permit, Site Plan, or Certificate of Occupancy reviews.
- Stormwater Division – Negotiations being made with FPUA in regards to a joint project for Boston Avenue between 7th Street and 8th Street. FPUA desires to replace water and sewer in this portion of Boston Avenue. SMU division is investigating the feasibility of partnering with the FPUA to construct needed drainage improvement in this block. Currently developing preliminary engineering design and cost estimates.
- Traffic Control – FDOT has completed final QA/QC for the new coordination plans on State Corridors. Staff is working with FDOT's contractor to revise the signal timing plans for SR 70 and 25th Street as we have discovered a significant increase in traffic volumes since the incorporation of the current timings. City continues maintenance of all signals.
- City Marina Reconstruction - Phase I – Islands- LMAC is at 99% for project completion. LMAC is completing the final construction items need to make substantial completion. Staff continues working with LMAC to resolve potential contractual issues and perceived monetary claims. Staff has initiated dialog with FDEP and Army Corps to help resolve an issue that LMAC has created with installation of non-conforming material on 6 Islands.
- City Marina Reconstruction – Phase II – Docks – RFP 2013-021 City Marina Reconstruction- Phase II construction contract will be on the February 3, 2014 commission agenda for approval.
- S. 21st Street / Havana Ave. Sidewalk Project – Project currently under design. Funding has been approved by FDOT for FY 2015. 90% plans have been submitted to the City and FDOT for review.
- 31st Street Sidewalks from Okeechobee Road to Tennessee Avenue – FDOT approval to proceed with construction has been obtained. The construction bid documents have been sent to the City Attorney's office for review.
- 5th Street Reconstruction from Orange Avenue to Boston Avenue – Construction underway. Final completion is scheduled for April 2014.
- Heathcote Stormwater Improvements – Bids opened on 12/19. Four bid proposals received. Engineering is currently reviewing bid proposals.
- Veterans Memorial Park – Project currently under design.
- Melody Lane Fishing Pier – Awaiting receipt of design consultant's proposal.
- H.D. King Power Plant Clean-up – During soil remediation work at the former power plant site, it was discovered that the tie-backs for the seawall along Moore's Creek in some areas have completely deteriorated. One section of the seawall has shown significant deflection. We have requested a structural engineer to provide the City with a proposal for further evaluation of the seawall and recommended repair alternatives.

Public Works Department

- Energy Efficiency & Conservation – ConEdison has completed the Investment Grade Energy Audit and is currently working with the Energy Efficiency & Conservation Team (EECT) to determine feasible energy conservation measures for inclusion in the much anticipated energy savings performance contract. A presentation to the commission is expected in the very near future.
- Single Stream Recycling – Interest and participation in our program continues to grow! Phase II of our Single Stream Program is complete. Implementation of Single Stream Recycling is complete and we have received a request for more dumpsters. Staff anticipates having our four (4) solar powered compactors within the next 30-45 days.
- Phase II Window Retrofit Project – The River Walk windows and doors are complete and look fantastic. Work has begun at the PWD compound and once completed the contractor will be going to the Police Department.
- Get Fit Challenge II – Round II of our PWD fitness challenge has begun! This challenge will only be for 60 days but our group has already pledged to beat our previous total of 154lbs of combined weight loss.

Police Department

- Restoring our Village – On January 17, the police department and St. Lucie Health Department co-hosted a presentation by Dr. Nesbitt from the Louisville Metro Health Department on their efforts to combat gang violence from a public health perspective. The session was attended by more than 50 community stakeholders.
- MLK Parade – On January 20, the police department provided security and traffic control for the annual MLK Commemorative Parade. There were no significant traffic or security issues at the event.
- Retirement – Sergeant Dennis McWilliams – On January 17, the police department hosted a retirement celebration for Sergeant Dennis McWilliams, who retired due to a duty related medical disability after nearly 25 years of service.
- Noise Ordinance – On January 16, Lt. Curry met with Assistant City Attorney Karen Emerson regarding the proposed noise ordinance. A few minor revisions are being made and the final ordinance will be resubmitted to the City Attorney's office next week for final approval and submission to the City Commission for Public Hearing.
- Murder Investigation – On January 16, officers responded to the 400 Block of North 18th Street for a home invasion robbery that resulted in three victims being shot. Dontavious Alberry (12/24/1989) and John C. Soloman (5/23/1947) died in the incident. Percell A. Derival (6/22/1989) received a non-fatal gunshot wound. No arrests have been made in this incident, but detectives are still following active leads.
- Murder Investigation – On January 19, officers responded to 22nd and Avenue I for a shooting incident. Raynol Remme Wilson (7/25/97) died in the incident. No arrests have been made in this incident, but detectives are still following active leads.
- Cancer Awareness Fund Raiser – On January 24, the police department hosted a breast cancer awareness event at the police station, wherein about 50 officers shaved their heads in support of one of our employees that is undergoing treatment for breast cancer. \$2,400 was raised and donated to foundations supporting treatment of cancer.

Urban Redevelopment Department

- Grants Administrator –
 1. Created PowerPoint overview and presented it to City Commission 1/21
 2. Provided project oversight/guidance for:
 - a) FPAT Grant Awards
 - b) Melody Lane Fishing Pier project
 - c) Highwaymen Heritage Trail - Phase I
 - d) Public Service Agencies / Grant Awards
 - e) Commercial Facade Grant opportunity
 3. Created and submitted HUD quarterly report - SF-425
 4. Collaborated with FPUA to create Weatherization program advertisement
 5. Met with Finance to continue to address IDIS ineligible draw issues
 6. Created and submitted quarterly and close out reports for Land and Water Conservation Fund grant (Jetty Park Expansion)
 7. Completed grant application to TCRPC for Brownfields Assessment funds for 301 Florida Avenue property
 8. Met extensively on the phone with Caesar Ricks and BCAG, LLC providing info that will hopefully result in Mr. Ricks selling his land-locked property
 9. Met with Paul Bertram (Public Works) to gather info on Recycle Bin grant for City parks
 10. Met with Public Service grantees to collect additional materials needed then created contracts for all Public Service grant awardees
 11. Researched and compiled historic info on the Lincoln Park neighborhood
 12. Researched usage stipulations for office space in parking garage; worked with Rebecca Grohall to begin creating displays for windows on 1st floor of building
 13. Reviewed and prepared to write grants to:
 - a) Florida Inland Navigation District - Melody Lane Fishing Pier
 - b) Visit Florida - Promotional brochures to establish the City of Fort Pierce as a tourism destination
 - c) SLCTV - Promotional commercial to establish the City of Fort Pierce as a tourism destination
- Program Analyst –
 1. FEMA
 - a) Marina Project
 - Monitoring time extension
 - Monitoring funding requests
 - Met with Ed Seissiger regarding Phase I and funding
 2. Windows Expansion Project
 - a) Working on request for modification of scope of work
 - b) Preparing second pay application
 - c) Requested first draw from State
 3. NSP: Working on insurance amendment for transfer agreement
 4. Enterprise Zone: Answering emails and phone calls pertaining to tax credits
 5. SHIP
 - a) Working with two applicants for program application
 - b) Met with Diana Weslowski from St. Lucie County regarding file requirements and procedures
 6. H.D. King Power Plant: Finalized voluntary clean up tax credit with Cardno and Staff and mailed in for approval

Marina

- Oversee daily operations for City Marina and Fisherman's Wharf Marina.
- Working with seasonal dockage and events (see weekly email "Marina Happenings" newsletter for updates).
- Marina Island Construction estimated completion unknown.
- Consulting on Marina Project.
- Commission approved the rights to negotiate with Bellingham Marine for the new dock system at the City Marina. City Attorney and Engineering Dept. working out contract language.
- Attended second meeting of Waterway Steering committee for Martin and St. Lucie Counties.
- Dredging time frame of Moore's Creek is undetermined. Awaiting Engineering Dept. for date certain.
- Upgrading camera security system throughout marina facility.
- Working with St. Lucie County Tourism Department on the contract for 3 web cams. Contract to be sent to City Attorney's office.
- Working with City staff on installing a Seacoast National Bank ATM machine at City Marina.

Golf Course

- Met with Superintendent to access any damage due to the cold weather.
- Met with Treasure & Space Coast radio to record February commercial.
- Met with new mechanic to get progress report on equipment maintenance.

River Walk Center

Park Permits	850.00
Programming	1080.77
River Walk Center	1227.72
Special Events	675.00
Garden Center	246.95
Maravilla	100.00
<hr/>	
Total	\$4,180.44

- Contractor should finish up vent window screens next week. All facilities are getting busier now that the holidays are over. A lot more special events are utilizing the River Walk Center/Veteran's Park for their events as well as Fisherman's Wharf. Coming UP is the Pirate's Fest, Treasure Coast Humane Society BBQ Championship, Italian Festival, Sandy Shoes and Taste of the Sea, Hooked on Music, Taste of New Orleans.
- Will need to purchase new chairs and tables to replace the worn and broken.

Sunrise Theatre

- Over the past weeks, the following performances and activities were presented in the Sunrise & Black Box Theatre: Fort Pierce Jazz and Blues Society and the Sunrise Theatre co-presented Tuesday Night Jazz Jam evenings on January 7 and 14; Comedy Corner Improv on Saturday, January 11; Tom Jackson Band performed as part of the new On The Verge Concert Series on January 18. Performances on the Sunrise Theatre main stage included the State Ballet Theatre of Russia performed Sleeping Beauty on January 10; Paula Poundstone on January 12; The National Touring Company of Godspell on January 14; Garrison Keillor on January 15; Chris MacDonald's Memories of Elvis on January 17; The National Touring Company of Rock of Ages on January 19.
- Assistance continues with future rental events and co-presentations with various community groups including, but not limited to: BlueBird Educational Productions Selwyn Birchwood on February 7 and Robert Navarro on March 21; Family Meals, Inc. McCartney Mania on March 28; Richard Nader's Doo Wop & Rock n Roll on March 29.
- New shows that have been added to the schedule include Bill Maher on May 17.
- Marketing and show sponsorship negotiations for the 2013/14 Season are ongoing. Booking negotiations and event commitments for the 2013/14 Season continue.
- Budget projections and adjustments for this and next year's fiscal year continue to be reviewed and implemented.