

CITY OF FORT PIERCE
CITY COMMISSION AGENDA

Regular Meeting - Monday, October 4, 2021 - 6:00 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Rev. Kenneth Mills, Save the Children
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from September 7, 2021 Regular Meeting.
 - b. Approval of minutes from the September 7, 2021 Budget Meeting, the September 13, 2021 Special Meeting, the September 20, 2021 Special Meeting and the September 27, 2021 Special Meeting.
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
 - a. Email from Will Harkness thanking Mike Reals, Public Works Director, and his staff for all of their daily work that has made South Beach beautiful and well maintained; and commending the following Parks Division employees for the outstanding job recently completed on Coconut Drive: JR Mead, Foreman II, Troy Hall, Chief Tree Trimmer, Delbert Brunson, Equipment Operator III, Jessie Bryant, Grounds Maintenance Specialist, Marcus Sanders, Grounds Maintenance Specialist and Bernard Williams, Grounds Maintenance Specialist.
 - b. Email from Peter Byrne commending Miriam Garcia and Latoya Ransom, Deputy City Clerks, for providing excellent service with the Short Term Rental Registration process.

- c. Letter from Doretha Hair Truesdell, President, Original Florida Hall of Fame Highwaymen, Inc., expressing gratitude to the City Manager and Audria Moore-Wells, Special Projects Coordinator, for their efforts in securing the Jackie Caynon Building for the operation of the Highwaymen Museum and African American Cultural Center.
- d. Letter from Mark Music CEO, MMPS Environmental, Inc., in appreciation of the support and service from the City of Fort Pierce that contributed to the success of The Annual Captain Don Voss Fort Pierce Inlet Cleanup Dive.
- e. Transcription of a voice message from Michelle Mayhew expressing her gratitude to Jacolby Washington, Solid Waste Division Manager, for being a diligent worker and promptly responding to her requests.
- f. Letter from Mark Music, President, MMPS Environmental, Inc. thanking Chief Hobbey-Burney and the Fort Pierce Police Marina Unit for doing a great job at their first Fort Pierce Inlet Cleanup dive and also thanking Officer Roberto Sarmiento and Officer Brian Avilla who were on duty and did a fantastic job.

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

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

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

10. **MISCELLANEOUS REPORTS**

- a. Economic Development Council of St. Lucie County 2021 Economic Progress Report

11. **CONSENT AGENDA**

- a. Approve letter of support to the state legislators for the expansion of Project LIFT into the City of Fort Pierce
- b. Approval of a Blanket Purchase Order in the amount of \$150,000.00 for services provided by the Sunrise Humane Society for Fiscal Year 2022.

- c. Approve staff recommendation in response to request to reduce demolition and lot clearing fees in the amount of \$4,304.33 against 120 N 12th Street, Fort Pierce, FL, Parcel ID# 2409-516-0008-000/1 owned by Sunshine Forever Group LLC, to **deny the request and require the previously reduced amount due of \$4,304.33 be payable in 180 days**. The applicant is asking to waive a portion of the remaining balance due for hard costs related to a demolition lien and lot clearing liens, in the amount of \$3,304.33 leaving a balance due of \$1,000.00 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.
- d. Approve the Memorandum of Understanding between St. Lucie County, (St. Lucie County Sheriff's Office), and the City of Fort Pierce Police Department for a Justice Assistance Grant (JAG-Edward Byrne Memorial Grant) for 2021 funds in the total amount of \$20,785 to be shared equally between the City of Fort Pierce and the St. Lucie County Sheriff's Office (\$10,392.50 for each agency) for agency equipment improvements.
- e. Approval of Blanket Purchase Orders for the Indian Hills Golf Course for FY 2022 for a budgeted total of \$248,127.29.
- f. Approval to piggyback the City of Vero Beach's annual resurfacing contract no.26-2019 with C.W. Roberts Contracting, Inc.
- g. Approval of employment contract between the City of Fort Pierce and Tanya M. Earley, as City Attorney.

12. **PUBLIC HEARINGS**

- a. Resolution No. 21-R56 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 513 N 18th Street to show cause why the structure located on the premises should not be condemned and demolished.

13. **CITY COMMISSION**

- a. Resolution No. 21-R53 determining that the structure located at 1822 S 32nd Street (carport only) is unsafe and has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission. In accordance with the International Property Maintenance Code, the Building Official declared the structure an imminent danger and ordered its immediate demolition. Per the Rules of Procedure for Condemnation and Demolition, when such an action is taken, the procedures for demolition shall commence as soon as reasonably possible after the fact. A hearing to determine this matter is scheduled before the City Commission on November 1, 2021.

- b. Resolution 21-R54 authorizing the execution of a quitclaim deed releasing a right of reverter and mineral rights for the property located at Sun Citrus Blvd. and formerly known as the Hammond Road Landfill.
- c. Resolution No. 21-R55 determining that the structure located at 2202 Avenue I is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 1, 2021.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant

evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting - 6:00 pm

5. a.

Meeting Date: 10/04/2021

Re: Minutes of September 07, 2021

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from September 7, 2021 Regular Meeting.

Attachments

09.07.2021

Form Review

Form Started By: Brittany Meredith

Started On: 09/23/2021 01:36 PM

Final Approval Date: 09/23/2021

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 6:00 P.M. ON MONDAY, **SEPTEMBER 7, 2021.**

1. CALL TO ORDER

Mayor Hudson called the September 7, 2021 Regular Meeting of the City Commission to order at 6:00 PM.

2. OPENING PRAYER

Opening Prayer by Deputy Chief Kenny Noris

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson;
Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Tanya Earley

5. APPROVAL OF MINUTES

- a. Approval of Minutes from August 16, 2021 Regular Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the August 16, 2021 Regular Meeting.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. PROCLAMATIONS

- a. Recognition of Commissioner Rufus J. Alexander by Senator Gayle Harrell
- b. Hunger Action Month Proclamation
- c. Suicide Awareness Month Proclamation being received by Kathryn Hensley of New Horizons of the Treasure Coast.
- d. 211 HelpLine Celebrating 50 Years of Service and Suicide Prevention

7. LETTERS TO COMMISSION

- a. Email from Suzanne and Christopher Widing, Trustees, Ocean Village expressing their appreciation for the diligence of everyone involved in the planning process of the clubhouse project.

- b. Email from Greg Dettmer thanking the following Building Department staff for their great support while remodeling a bathroom: Amaris Gil, Ed Smith, Frank Reming, Paul Julin, John Sellers, and Kim West.
- c. Email from Sarah Knull expressing her gratitude and appreciation to Detective Alexander Quiles for exceeding her expectations in tracking down and finding her daughter.

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

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

There were no comments from the Public.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to set the agenda.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

- a. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of \$23,170.08 against 1201 Avenue H, Fort Pierce, FL, Parcel ID# 2404-442-0023-010/4 owned by Clarence Ingram, by waiving the interest, penalties and a portion of the administrative costs in the amount of \$17,503.41, leaving a **balance due of \$5,666.67 payable in 60 days**. The applicant is asking to waive all costs in the amount of \$23,170.07 leaving a balance due of \$0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.
- b. Approve request by staff to issue a Final Notice of Condemnation in regards to 515 N 14th Street, owned by Eugene Brown Jr, 2602 Essex Drive, Fort Pierce, FL 34946 for failure to comply with conditions outlined in Section 3 of Resolution 21-R25, adopted by the City Commission on May 3, 2021.
- c. Approval of Johnson-Davis, Inc. SA No. 3, Change Order No. 1, in the amount of \$12,003.20.
- d. Approval of Cardno, Inc., Specific Authorization No. 1 in an amount not to exceed \$157,880. These funds will cover costs associated with the engineering design and permitting of the Ohio Avenue Roadway Reconstruction project located between U.S. Highway One and S. 11th Street.
- e. Approval of the most recent negotiated contract with the Teamsters Local 769 which was ratified on 08/24/2021.

- f. Approval of Agreement between City of Fort Pierce and Skinny Labs, Inc. for an Electric Scooter Share Program for period of three (3) years.
- g. Approval to award Bid No. 2021-025 for Sale of Surplus Property on North 14th Street (2404-814-0012-000-2) to the highest ranked respondent, Telco Investments.
- h. Approval to award Bid No. 2021-025 for Sale of Surplus Property on 701 North 14th Street (2404-814-0013-000-9) to the highest ranked respondent, Telco Investments.
- i. Approval to award Bid No. 2021-025 for Sale of Surplus Property on 606 North 14th Street (2404-813-0011-000-2) to the highest ranked respondent, JBM Properties.
- j. Approval to take no action on Bid No. 2021-025 for Sale of Surplus Property on North 25th Street (2408-501-0066-000-6).
- k. Approval to take no action on Bid No. 2021-025 for Sale of Surplus Property on North 25th Street (2408-501-0067-000-3).
- l. Approve letter of appreciation to Dr. Sara Matthews for the many years of services provided to the City and its Animal Control program.
- m. Approval to partner with Treasure Coast Food Bank to submit a Rebuild Florida Infrastructure Program grant for the construction of a new regional emergency food distribution facility.

Mayor Linda Hudson pulled item 11i

Commissioner Thomas Perona pulled item 11l

Commissioner Curtis Johnson asked to make a comment on item 11m

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Consent Agenda items 11 a, b, c, d, f, g, h, j, k, and m.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

As to 11i, Mayor Linda Hudson mentioned the Planning board did not agree on this item. Commissioner Curtis Johnson asked if the proposed timeline was even reasonable? Mrs. Harnage responded no, and they would still give them the allotted 24 months.

Commissioner Perona would like there to be a new application process and for all the required items to be attached. The Commissioners want all bidders to have an equal opportunity at being awarded properties.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to **not approve** Consent Agenda item 11 i and to create a better application process.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

As to 11l, Commissioner Perona would like to personally thank Dr. Sara Matthews for all the services she has provided to the community over the years. City Clerk Linda Cox mentioned there was an update to the Letter to include the Frisky Feline program.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Consent agenda items 11 l.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

As to 11m the comment from Commissioner Curtis Johnson is looking forward to the partnership with the Treasure Coast Food Bank.

12. PUBLIC HEARINGS

- a. Legislative Hearing - Ordinance 21-027 - Text Amendment to Chapter 125-321: Coastal Construction Control Line (CCCL) to remove the requirement for a Conditional Use approval for structures seaward of the CCCL.
SECOND READING

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

Ordinance 21-027

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE VII, SECTION 125-321, ELIMINATING THAT SECTION IN ITS ENTIRETY FROM CHAPTER 125, ZONING; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-027.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- b. Legislative Hearing - Ordinance No. 21-028 creating Chapter 12, Section 12-7 of the Code of Ordinances establishing proof of residency requirements for candidates seeking the office of commissioner and/or mayor-commissioner.
SECOND READING

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

Ordinance 21-028

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 12, OF THE CODE OF ORDINANCES, CREATING SEC. 12-7 ELECTION OF MAYOR AND CITY COMMISSION MEMBERS; PROVIDING FOR THE FILING OF PROOF OF RESIDENCY FOR CANDIDATES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT

HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-028.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- c. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use approval with New Construction submitted by Property Owner, Ocean Village POA, Inc., and Representative, Schulke, Bittle & Stoddard, LLC c/o Jodah B. Bittle, P.E., for the construction of racquet courts and court covering proposed seaward of the Coastal Construction Control Line (CCCL) at 2400 South Ocean Drive. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A). Parcel ID: 2507-321-0001-000-5.

City Clerk Linda Cox mentioned because the City passed Ordinance 21-027 this application is now moot and no action is required.

- d. Quasi-Judicial Hearing - Review and approval of applications for Site Plan (Development Review and Design Review) submitted by Property Owner, Ocean Village POA, Inc., and Representative, Schulke, Bittle & Stoddard, LLC c/o Jodah B. Bittle, P.E., to construct a 6,426 square foot clubhouse, with racquet courts, at 2400 South Ocean Drive. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A). Parcel ID: 2507-321-0001-000-5.

City Clerk Linda Cox introduced the Review and approval of applications for Site Plan, Development, and Design Review submitted by Property Owner, Ocean Village POA, and Representative, Schulke, Bittle & Stoddard, Jodah Bittle, to construct a 6,426 square foot clubhouse, with racquet courts, at 2400 South Ocean Drive.

Mayor Linda Hudson asked all present to listen carefully to what Interim City Attorney Tanya Earley would read regarding Quasi-Judicial Hearings as the rules apply to all subsequent Quasi-Judicial Hearings tonight.

Tanya Earley, Interim City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

Clerk Linda Cox confirmed the City has complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Curtis Johnson Jr – Yes, emails

Commissioner Jeremiah Johnson - Yes, emails

Commissioner Thomas Perona - Yes, emails

Mayor Linda Hudson –Yes, emails

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their hand, and administered an oath to tell the truth, the whole truth and nothing but the truth.

Staff Presentation:

Planning Director, Jennifer Hoffmeister-Drew, sworn, presented the application

for Ocean Village Clubhouse Redevelopment with new racquet courts and canopy. Staff recommends approval of the requested application as it follows the City's Land Development Code guidelines and does not affect the public health, safety, convenience, and general welfare of the Citizens.

Mayor Linda Hudson mentioned the concerns she has received from residents of Ocean Village regarding flooding concerns and that the new racket courts will be obstructing views. Mrs. Hoffmeister-Drew explained the Property Owners Association handles the flooding risk. She also explained that the racket courts interrupting views was not taken into consideration as it is not a concern of health, welfare, or safety of the residents.

The applicant Jodah Bittle, sworn, mentioned one of the courts will be staying and they will build two more. He touched back on the flooding issue the Mayor had mentioned and stated most of the flooding is to the south and the new building will be slightly higher than the existing building.

Commissioner Curtis Johnson asked about the canopy of the racket courts. Mr. Bittle answered that the canopies will be no more than 12ft high.

Commissioner Jeremiah Johnson questioned the dune line and if it is higher than the existing grade; Mr. Bittle confirmed yes, the dune line is higher about 8ft higher than existing.

Architect, Brent Wood, sworn, mentioned the cupola on the building is there for aesthetic reasons to match the existing patterns throughout Ocean Village as well as to let in natural lighting in the main room.

Vice president of Ocean Village Property Owners Association, Eileen Emory, sworn, supports the clubhouse plans.

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

Commissioner Perona mentioned it is a Quasi-Judicial hearing and the only competent substantial evidence they have heard is that this Site Plan is something that Ocean Village wants and needs.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12d.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- f. Legislative Hearing - Ordinance 21-031 amending the Comprehensive Plan to incorporate a Property Rights Element as required by Florida Statutes. FIRST READING

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

ORDINANCE NO. 21-031

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY OF FORT PIERCE COMPREHENSIVE PLAN BY CREATING A PROPERTY RIGHTS ELEMENT IN ORDER TO MEET UPDATED STATUTORY REQUIREMENTS; MAINTAINING INTERNAL CONSISTENCY OF AND WITHIN THE COMPREHENSIVE PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Rebeca Guerra, Assistant Planning Director, presented Comprehensive Plan text amendment introducing the property rights amendment mandated by the State of Florida. Staff recommends approval and transmittal of the proposed comprehensive plan amendment.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance No 21-031.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- g. Legislative Hearing - Ordinance 21-032 establishing Mayor and Commission compensation by ordinance, and clarifying the method of changing compensation in the future. FIRST READING

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

ORDINANCE NO. 21-032

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 2, ARTICLE II., DIVISION 1, SEC. 2-19 COMPENSATION OF THE CODE OF ORDINANCES; ESTABLISHING THE COMPENSATION DUE TO MAYOR AND COMMISSIONERS AND CLARIFYING THE METHOD OF CHANGING COMPENSATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-032.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- h. Legislative Hearing - Ordinance 21-033 amending Chapter 2, Sec. 2-49 to modify the order of business of City Commission Meetings and amending Sec. 2-48 to address remote participation by City Commissioners at their meetings. FIRST READING

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-033.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

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

ORDINANCE NO. 21-033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. MEETINGS, SECTION 2-48 – ABSENCES; RELATING TO REMOTE PARTICIPATION AND SECTION 2-49 PROCEDURE-GENERALLY; RELATING TO ORDER OF BUSINESS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Linda Hudson mentioned that with this Ordinance it makes it absolute that commissioners cannot remotely attend meetings.

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

- i. Legislative Hearing - Ordinance 21-034 - extending the territorial limits of the City of Fort Pierce, to a property at or near 1701 Woodward Drive in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 21-034

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE A PARCEL AT OR NEAR 1701 WOODWARD DRIVE IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2022; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Senior Planner, Brandon Creagan, presented the application for annexation for property located at 1707 Woodward Dr. Staff recommends approval, the Planning Board at their meeting on July 14th, 2021 voted 6-0 to recommend approval.

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Ordinance No 21-034.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

13. CITY COMMISSION

- a. Resolution No. 21-R50 determining that the structure located at 513 N 18th Street is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on October 4, 2021.

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

RESOLUTION NO. 21-R50

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 513 N 18th STREET IN FORT PIERCE, FLORIDA, 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON OCTOBER 4, 2021 AT 6:00 PM, IN THE

CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 21-R50.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- b. Submittal of applications to serve on the Fort Pierce Utilities Authority Board as an at-large member.

City Clerk Linda Cox let the Commissioners know that if someone is going to apply, they need to get it to her as soon as possible that way it can be posted to the next agenda meeting.

Commissioner Perona asked about the process of appointing a Board member and if they could interview the applicants and dwindle the candidates down to the top 3.

Commissioner Jeremiah Johnson agreed with the one on one interviews to get the top 3. City Clerk Linda Cox suggested that the commissioners include narrowing the FPUA candidates to three at the September 13th Special Meeting, which was agreeable to all.

- c. Submittal of applications to serve on the Fort Pierce Youth Advisory Committee.

City Clerk Linda Cox mentioned at the next meeting she will be asking each of the commissioners to name their appointee from the list; if they have their own candidate, please have them file an application so eligibility can be verified.

14. COMMENTS FROM THE PUBLIC

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

Joseph Larry Lammers

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms mentioned the upcoming week will be busy. He gave an overview of the upcoming conference agenda.

Interim City Attorney Tanya Earley has no comments.

City Clerk Linda Cox mentioned the City Attorney applications will be going out for review on Thursday, September 9th. She also mentioned qualifying starts Monday 13th at noon and runs through Friday 17th at noon, with the election on December 7th.

- a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson, Jr. mentioned it was great to have the Alexander Family here tonight to accept the proclamation from the city as well as the recognition from Senator Gayle Harrell. He wants to remind everyone listening to be kind and considerate to others around you. He mentioned we are commemorating the 20th anniversary of 9/11 this weekend. He also mentioned on Saturday, September 11th, The Image of Christ is hosting a block gathering from 12pm-3pm for testing and vaccinations through the Health Clinic.

Commission Thomas Perona updated the commission on the Jaycee Park project they will be meeting with contractors at the end of this month. He also mentioned this will be a community build and the Sunrise Kiwanis club is fundraising to make this park an all access park.

Commissioner Jeremiah Johnson mentioned he will be at the ribbon cutting event for the Job's Express Terminal in Port St Lucie. He mentioned he had a great meeting with staff regarding Edgartown neighborhood issues and historical preservation. He also mentioned the Main Street Reverse Raffle tickets are still available.

Mayor Linda Hudson mentioned Coffee with the Mayor starts back up on September 17th at the Fort Pierce Yacht Club it will be in person and through Facebook Live. She wanted to point out the Lil Feet Boots on display in City Hall, and they are for fundraising by the fire district for kids who need new shoes.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at **7:52 pm**

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm

5. b.

Meeting Date: 10/04/2021

Re:

SUBJECT:

Approval of minutes from the September 7, 2021 Budget Meeting, the September 13, 2021 Special Meeting, the September 20, 2021 Special Meeting and the September 27, 2021 Special Meeting.

Attachments

09.07.2021 Budget

09.13.2021 Special

09.20.2021 Special

09.27.2021 Special

Form Review

Form Started By: Linda Cox

Started On: 09/23/2021 02:29 PM

Final Approval Date: 09/23/2021

MINUTES OF A SPECIAL 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 5:05 P.M. ON MONDAY, **SEPTEMBER 7, 2021.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:05 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson;
Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Tanya Earley

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to fifteen 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.

Susan Parry

5. NEW BUSINESS

- a. Mayor to announce the tentative millage rate which is 6.9; the millage rate exceeds the roll-back rate (6.5954), by 4.62%

Mayor Hudson announced that the City of Fort Pierce is proposing a millage rate of 6.90 and the rate exceeds the roll-back rate of 6.5954 BY 4.62%.

- b. Overview of the proposed budget - Johnna Morris, Finance Director

Ms. Johnna Morris, Finance Director, provided an overview of the proposed 2021-22 budget. The budget is balanced at \$47,513,496 which is an increase of \$4,189,622 from FY 2021. There is no proposal to increase the millage rate. The city will receive a one-time infusion of \$1,080,186 from the American Rescue Plan. The city is adding 11 new positions, and cost of living increases for all employees is included in the budget. This is the 4th year that there will be no transfer from the general fund to the Fort Pierce Redevelopment Agency.

6. PUBLIC HEARING

- a. Public Hearing on Tentative Millage Rate and Proposed 2021-22 General Fund Budget for the City of Fort Pierce.

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

- b. Consider any proposed amendments to the 2021-22 General Fund Budget.

There were no amendments to the proposed budget.

- c. Adopt the proposed Millage Rate and recompute if necessary. The proposed millage rate is 6.9.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to adopt the millage rate as proposed at 6.9.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- d. Adoption of tentative 2021-22 General Fund Budget.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to adopt the proposed 2021-2022 budget.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

7. ANNOUNCEMENT

- a. The first reading of the budget ordinances will be held at a special meeting of the City Commission on Monday, September 13, 2021 at 5:05 p.m. in the City Commission Chambers, City Hall, 100 N US Highway 1, Fort Pierce, Florida. The final budget hearing and second reading of the budget ordinances will be held at a special meeting on Monday, September 20, 2021 at 5:05 p.m.

8. ADJOURNMENT

Mayor Hudson adjourned the meeting at 5:17 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

MINUTES OF A SPECIAL 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 5:05 P.M. ON MONDAY, **SEPTEMBER 13, 2021.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:06 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson;
Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Tanya Earley

Ms. Earley excused herself from the meeting at the conclusion of the budget ordinance public hearings.

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to fifteen 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.

There were no comments from the public.

5. PUBLIC HEARINGS

- a. Ordinance 21-029 levying and collection taxes for Fiscal Year beginning October 1, 2021 and ending September 30, 2022, adopting final millage rate. **FIRST READING**

Linda Cox, City Clerk, read Ordinance 21-029 in its entirety into the record on **FIRST READING.**

ORDINANCE NO. 21-029 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2021-22 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2021-22 is hereby levied at the rate of 6.9000 per thousand dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 4.62%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies

a tax of 6.9000 per thousand dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2021, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the 2021-22 fiscal year in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2021.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to adopt Ordinance 21-029.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- b. Ordinance 21-030 Adopting a Final Budget for Fiscal Year 2022, beginning October 1, 2021 and ending September 30, 2022. FIRST READING

Linda Cox, City Clerk, read Ordinance 21-030 into the record in its entirety on FIRST READING.

ORDINANCE NO. 21-030 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the estimates made by the City Manager of said City presented to the City Commission on September 13, 2021, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2021.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to adopt Ordinance 21-030.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. NEW BUSINESS

a. Review of City Attorney applicants and selection of final candidates for interview.

Linda Cox, City Clerk, introduced the consultants that are handling the City Attorney recruitment effort. Mr. Robert Slavin and Mr. David Krings, Slavin Management Consultants, joined the meeting via Teams Video Call.

Mr. Bob Slavin provided a brief overview of their process. They had received a total of 16 applicants. Consensus of the Commission was that the City Attorney should be in-house counsel and not as a contract attorney.

The Commission indicated there was no need to review each candidate as they had all reviewed the documentation provided. They were asked to rank their top 7 candidates in order of preference.

Commissioner Curtis Johnson, Jr. ranked as follows: Tanya Earley, Manny Anon, Aleksandr Boksner, Elizabeth LaConte, Rafael Suarez-Rivas, Andrew Mai, Susan Garrett.

Commissioner Jeremiah Johnson ranked as follows: Tanya Earley, Manny Anon, Aleksandr Boksner, Elizabeth LaConte, Rafael Suarez-Rivas, Susan Garrett, Andrew Mai.

Commissioner Tom Perona ranked as follows: Tanya Earley, Manny Anon, Aleksandr Boksner, Elizabeth LaConte, Susan Garrett, Andrew Mai, Rafael Suarez-Rivas.

Mayor Linda Hudson ranked as follows: Tanya Earley, Manny Anon, Elizabeth LaConte, Rafael Suarez-Rivas, Aleksandr Boksner, Susan Garrett, Andrew Mai.

Based upon the points ranking, the final ranking was as follows: Tanya Earley (4), Manny Anon (8), Aleksandr Boksner (14), Elizabeth LaConte (15), Rafeal Suarez-Rivas (21), Susan Garrett (24), Andrew Mai (26).

The City Commission will move forward to interview the top 4 candidates on September 27, 2021. That being, Tanya Earley, Manny Anon, Aleksandr Boksner, and Elizabeth LaConte. In the meantime, Mr. Slavin will gather additional background information. A representative from Slavin Management Consultants will attend the interviews on September 27 in-person.

b. Review of applications to serve on the Fort Pierce Utilities Authority Board as an at-large member and selection of final candidates for consideration.

The City Commission has received 8 applications for consideration for the at-large seat on the Fort Pierce Utilities Authority.

The Mayor and Commissioners each selected three candidates in an effort to narrow the field of candidates in order to schedule individual interviews prior to a final vote.

Commissioner Curtis Johnson, Jr. selected Nichelle Clemons, Craig Francisco, Larry Lammers.

Commissioner Jeremiah Johnson selected Nichelle Clemons, Craig Francisco, Larry Lammers.

Commissioner Tom Perona selected Richard Albosta, James Harding, Larry Lammers.

Mayor Linda Hudson selected Craig Francisco, Larry Lammers, Ronald Poppell.

Based upon the votes, the following individuals will move forward to individual interviews: Nichelle Clemons, Craig Francisco and Larry Lammers. The City Clerk will work with the candidates and the Mayor and Commission to schedule individual interviews. The Commission will make their final selection of the new FPUA Board member at the October 4 meeting.

7. ADJOURNMENT

Mayor Hudson adjourned the meeting at 5:54 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

MINUTES OF A SPECIAL 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 5:05 P.M. ON MONDAY, **SEPTEMBER 20, 2021.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:05 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson;
Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Tanya Earley

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to fifteen 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.

There were no public comments.

5. PUBLIC HEARINGS

- a. Ordinance 21-029 levying and collection taxes for Fiscal Year beginning October 1, 2021 and ending September 30, 2022, adopting final millage rate. **SECOND READING**

Linda Cox, City Clerk, read Ordinance 21-029 in its entirety into the record on **SECOND READING.**

ORDINANCE NO. 21-029 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2021-22 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2021-22 is hereby levied at the rate of 6.9000 per thousand dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 4.62%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2021, provided however that such 6.9000 shall not be levied upon property in the

City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the 2021-22 fiscal year in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2021.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 21-029.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

- b. Ordinance 21-030 Adopting a Final Budget for Fiscal Year 2022, beginning October 1, 2021 and ending September 30, 2022. SECOND READING

Linda Cox, City Clerk, read Ordinance 21-030 into the record in its entirety on SECOND READING.

ORDINANCE NO. 21-030 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the estimates made by the City Manager of said City presented to the City Commission on September 13, 2021, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2021.

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. ADJOURNMENT

Mayor Hudson adjourned the meeting at 5:10 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

MINUTES OF A SPECIAL 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 1:00 P.M. ON **MONDAY, SEPTEMBER 27, 2021.**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 1:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson;
Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
Interim City Attorney Tanya Earley

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to fifteen 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.

There were no comments from the public.

5. CONSENT AGENDA

- a. Approve recommendation of Auditor Selection Committee to award Bid No. 2021-037 to the highest ranked respondent, DiBartolomeo, McBee, Hartley & Barnes.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the Consent Agenda.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. CITY ATTORNEY INTERVIEWS

David Krings, Slavin Management Consultants was present to address any questions the Mayor and Commissioners may have. He briefly went over the process and indicated that the candidates before them today were all highly qualified.

- a. Manny Anon, Jr.
- b. Aleksandr Boksner
- c. Tanya M. Earley

The Mayor and City Commissioners asked questions of all the candidates as a follow-up to their earlier individual, in-person interviews.

7. DISCUSSION AND SELECTION OF CITY ATTORNEY

The Mayor and Commissioners agreed that all of the candidates were highly qualified, and they had a tough decision in front of them. They determined that a paper vote was not needed and that after discussion, consensus was that they were each in support of Mrs. Earley.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to appoint Mrs. Tanya Earley as City Attorney and direct staff to enter into contract negotiations with her.

AYE: Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson,
Commissioner Thomas Perona, Mayor Linda Hudson

Passed

The commissioners also discussed the historic practice of requiring the City Attorney to live within City limits within a certain number of years after beginning employment. After discussion, consensus was that city residency for the City Attorney should not be a requirement of employment. The commissioners asked to see a copy of the contract that had been previously used for their information.

8. ADJOURNMENT

Mayor Hudson adjourned the meeting at 2:50 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm

7. a.

Meeting Date: 10/04/2021

Re: Email from Will Harkness

SUBJECT:

Email from Will Harkness thanking Mike Reals, Public Works Director, and his staff for all of their daily work that has made South Beach beautiful and well maintained; and commending the following Parks Division employees for the outstanding job recently completed on Coconut Drive: JR Mead, Foreman II, Troy Hall, Chief Tree Trimmer, Delbert Brunson, Equipment Operator III, Jessie Bryant, Grounds Maintenance Specialist, Marcus Sanders, Grounds Maintenance Specialist and Bernard Williams, Grounds Maintenance Specialist.

Attachments

Email from Will Harkness

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:33 AM
City Manager	Nick Mimms	09/22/2021 10:33 AM
Form Started By: Jennifer Robinson		Started On: 09/20/2021 02:40 PM
Final Approval Date: 09/22/2021		

From: Will Harkness <334hark@gmail.com>
Sent: Thursday, September 9, 2021 8:19 AM
To: Mike Reals <mreals@cityoffortpierce.com>
Cc: John Mead <jmead@cityoffortpierce.com>
Subject: Thank you for outstanding work!

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good morning sir,

I wanted to take this opportunity to thank you and your hard working staff for all of the daily work that makes South Beach so beautiful and well maintained! More specifically, I want to commend JR Mead and his crew for the outstanding job they recently completed on Coconut Drive. They completely trimmed back the weed trees that were encroaching the roadway from the mangrove swamp, across the street from our neighborhood residences. The end result was not only aesthetically attractive, but provided much better safety for drivers and will hopefully mitigate some of the mosquitos in the area as well. Thank you again!

Will Harkness
1912 Coconut Drive Ft. Pierce, Florida 34949

(Please feel free to forward to any person I may have missed)

City Commission Regular Meeting - 6:00 pm

7. b.

Meeting Date: 10/04/2021

Re: Email from Peter Byrne

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Email from Peter Byrne commending Miriam Garcia and Latoya Ransom, Deputy City Clerks, for providing excellent service with the Short Term Rental Registration process.

Attachments

Email from Peter Byrne

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2021 10:07 AM
City Manager	Nick Mimms	09/26/2021 10:07 AM
Form Started By: Jennifer Robinson		Started On: 09/22/2021 11:58 AM
Final Approval Date: 09/26/2021		

From: Peter Byrne <ptbyrne@mac.com>
Sent: Friday, September 17, 2021 5:26 PM
To: City Clerk <cityclerk@cityoffortpierce.com>
Subject: Re: 2400 S Ocean Dr #4343 - Byrne, Peter T.

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Dear Miriam,

Thank you for all your help on this stuff. Your department has been absolutely AMAZING in assisting me and guiding me through this process. (In particular Mariam and Latoya!) You are all to be commended for providing such excellent service to the citizens of this lucky community!!

In response to the items below, I didn't read the fine print on having to live locally to be the person responsible, so I cannot be that person, as my wife and I will be traveling (although we will always be available by cell phone). However, the real estate agent who assisted us when we purchased the condo is local and has an office on the property (Ocean Village). She has agreed to be our "responsible person," and from my experience with her she is VERY responsible!! I have revised the 2nd page of Step 5 accordingly, and attached it here. A photo of her Florida Drivers License is also attached.

I will send the St. Lucie County Tourism Tax Account Number once it is assigned to me. I turned in my paperwork there this morning. If you need anything else, let me know... and, again - THANKS SO MUCH FOR ALL YOUR HELP!!!!!!

Peter Byrne

City Commission Regular Meeting - 6:00 pm

7. c.

Meeting Date: 10/04/2021

Re: Letter from Doretha Hair Truesdell

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Letter from Doretha Hair Truesdell, President, Original Florida Hall of Fame Highwaymen, Inc., expressing gratitude to the City Manager and Audria Moore-Wells, Special Projects Coordinator, for their efforts in securing the Jackie Caynon Building for the operation of the Highwaymen Museum and African American Cultural Center.

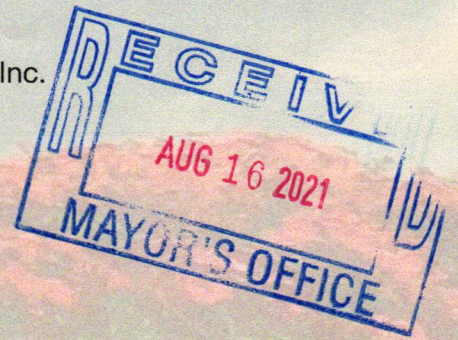
Attachments

Letter from Doretha Hair Truesdell

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2021 10:07 AM
City Manager	Nick Mimms	09/26/2021 10:07 AM
Form Started By: Jennifer Robinson		Started On: 09/22/2021 11:04 AM
Final Approval Date: 09/26/2021		

Original Florida Hall of Fame Highwaymen Inc.
P.O. Box 1254
Fort Pierce, Florida 34954



August 12, 2021

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

Dear FPRA Chair and Commissioners:

The Original Florida Hall of Fame Highwaymen, Inc. thank you, City Manager, Nick Mimms and Special Projects Coordinator Audria Moore Wells for entrusting us with the Jackie Caynon Building to operate the Highwaymen Museum and African American Cultural Center.

The Highwaymen Museum and African American Cultural Center will bring a much needed boast to the City of Fort Pierce, St. Lucie County and surrounding areas.

We appreciate your support and look forward to working with you and community leaders to develop a state of the art Highwaymen and African American Cultural Center in the City of Fort Pierce.

Again, our sincerest thank you for all you do to make the City of Fort Pierce a wonderful place to live.

Sincerely,

Doretha Hair Truesdell, President

Original Florida Hall of Fame Highwaymen, Inc.

City Commission Regular Meeting - 6:00 pm

7. d.

Meeting Date: 10/04/2021

Re: Letter from Mark Music

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Letter from Mark Music CEO, MMPS Environmental, Inc., in appreciation of the support and service from the City of Fort Pierce that contributed to the success of The Annual Captain Don Voss Fort Pierce Inlet Cleanup Dive.

Attachments

Letter from Mark Music

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/26/2021 10:07 AM
City Manager	Nick Mimms	09/26/2021 10:07 AM
Form Started By: Jennifer Robinson		Started On: 09/22/2021 10:46 AM
Final Approval Date: 09/26/2021		

MMPS Environmental, Inc.

Scientific, Environmental, Educational Research, and Habitat Restoration
www.mmpsenvironmental.com

Linda Hudson
Mayor, Fort Pierce, Florida

August 8, 2021

Mayor Hudson, I am Writing to thank you and, The City of Fort Pierce for the privilege to host and conduct, 'The Annual Captain Don Voss Fort Pierce Inlet Cleanup Dive'. It is because of people like you and your service to our community that made 'The Annual Captain Don Voss Fort Pierce Inlet Cleanup Dive', a success. I would like to express my Gratitude to you, the City of Fort Pierce, and to the people of Fort Pierce and St Lucie County, for this rare and unique opportunity.

You and the City of Fort Pierce are helping to make our environmental projects successful!

As the CEO of MMPS Environmental, a non-profit 501(c) 3 corporation with a goal to increase research, educate the public of environmental awareness, habitat reconstruction, and the enhancement of the natural beauty of our area and its waters.

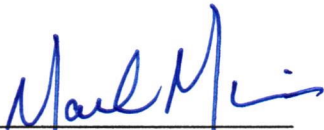
I would like to personally thank you, for doing such an outstanding job.

We truly live in paradise, and because of your help we can start to make it better by repairing problems that we caused by our own carelessness.

Again, I couldn't be more grateful of your time as well as your support. It makes me proud to part of this community.

Thank you.

Sincerely,



Mark Music CEO, LEP #215
MMPS Environmental Inc.
2078 Camden Street
Port St Lucie Fl 34952
Mark_mmps@comcast.net
(772) 485-9178



City Commission Regular Meeting - 6:00 pm

7. e.

Meeting Date: 10/04/2021

Re: Phone Message from Michelle Mayhew

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Transcription of a voice message from Michelle Mayhew expressing her gratitude to Jacolby Washington, Solid Waste Division Manager, for being a diligent worker and promptly responding to her requests.

Attachments

Voice Message Transcription

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:35 AM
City Manager	Nick Mimms	09/22/2021 10:35 AM
Form Started By: Jennifer Robinson		Started On: 09/22/2021 09:47 AM
Final Approval Date: 09/22/2021		

Voice Message from Michelle Mayhew

Date: September 21, 2021

Hi Mike Reals,

This is Michelle Mayhew. I'm calling to let you know that your employee, Jacolby Washington, is a very good worker. He's been on the up and up every time I've had to talk with him or deal with him concerning some problem over at my house and he did a slam-dunk job with dealing with it.

I really appreciate him. So thank you, that was for Jacolby Washington.

Thank you.

City Commission Regular Meeting - 6:00 pm

7. f.

Meeting Date: 10/04/2021

Re: Letter from Mark Music

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Letter from Mark Music, President, MMPS Environmental, Inc. thanking Chief Hogley-Burney and the Fort Pierce Police Marina Unit for doing a great job at their first Fort Pierce Inlet Cleanup dive and also thanking Officer Roberto Sarmiento and Officer Brian Avilla who were on duty and did a fantastic job.

Attachments

Letter from Mark Music

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:33 AM
City Manager	Nick Mimms	09/22/2021 10:34 AM
Form Started By: Jennifer Robinson		Started On: 09/20/2021 02:57 PM
Final Approval Date: 09/22/2021		

MMPS Environmental, Inc.

Scientific, Environmental, Educational Research, and Habitat Restoration

www.mmpsenvironmental.com

Fort Pierce Police Chief Diane Hobley-Burney
920 U.S. Highway 1
Fort Pierce Florida 34950

Chief Hobley-Burney, in 2021 MMPS Environmental Inc. took over the Fort Pierce Inlet Cleanup dives from Marine Cleanup Initiative inc. On August 7th and 8th of 2021, we had the first of the Fort Pierce Inlet Cleanup dives. This was a major undertaking by all involved, and I am pleased to announce that it was very successful.

The Fort Pierce Police Marine Unit and the St Lucie County Sheriffs Marine Unit were present and did a fantastic job of maintaining the peace and safety on the water. We could not have done this without your cooperation and dedication.

I would like to thank all the members of the Fort Pierce Police Marine Unit and the St Lucie Sheriffs Marine Unit. They need to know what an outstanding job that they did and are doing.

I personally supervised the dives and I personally saw what a great job that they did. There were no incidents, injuries, collisions, on the water or on the jetty. Everyone that attended had a great time and it is in no small part of the GREAT JOB that you and your Marine Unit did.

Officers Roberto Sarmiento and Brian Avilla were on duty and did a fantastic job.

Both Officers made sure that everyone was safe and even kept tabs on all of the divers. The Fort Pierce Police Marine Unit secured the east end of the Inlet while the Sheriff's Unit maintained the western end of the Inlet. It was relief for me that there were so many looking after us and keeping us safe.

Thank you, Chief Hobley-Burney, and thank the Fort Pierce Police Marine Unit for doing an outstanding job!

With all sincerity Thank You, I am including Three Certificates of Appreciation one for each Officer and one for the Fort Pierce Police Office.

Sincerely



Mark Music, LEP #215

President

MMPS Environmental

2078 SE Camden Street

Port St Lucie Florida 34952

(772) 485-9178

City Commission Regular Meeting - 6:00 pm

10. a.

Meeting Date: 10/04/2021

Re: EDC Presentation

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Economic Development Council of St. Lucie County 2021 Economic Progress Report

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:24 AM
City Manager	Nick Mimms	09/22/2021 10:24 AM
Form Started By: Jennifer Robinson		Started On: 09/15/2021 03:55 PM
Final Approval Date: 09/22/2021		

INDUSTRY

◆ INNOVATION

◆ LIFESTYLE



THE SUNRISE CITY

FORT PIERCE
Florida

2021 Economic Progress Report
October 4, 2021



Pete Tesch
President
*Economic Development Council
of St. Lucie County*



DEMOGRAPHICS

PORT ST. LUCIE | ST. LUCIE COUNTY | FORT PIERCE

DEMOGRAPHICS



POPULATION

344,041

St. Lucie County Population

670,952

Tri-County Region Population
(Martin and Indian River Counties)



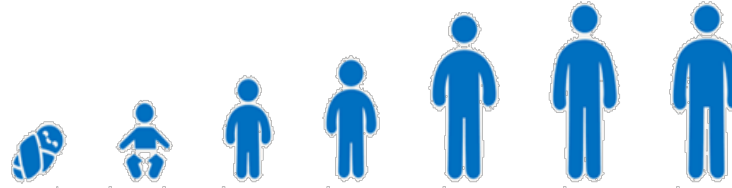
LABOR FORCE

156,060

St. Lucie County

302,512

Tri-County Region



AGE DISTRIBUTION

54%

Ages 20-65



UNEMPLOYMENT RATE

5.4%



MEDIAN AGE

44

TOTAL HOUSEHOLDS



129,772



= 68.9%

HOUSEHOLD INCOME DISTRIBUTION



64.3% <\$75,000



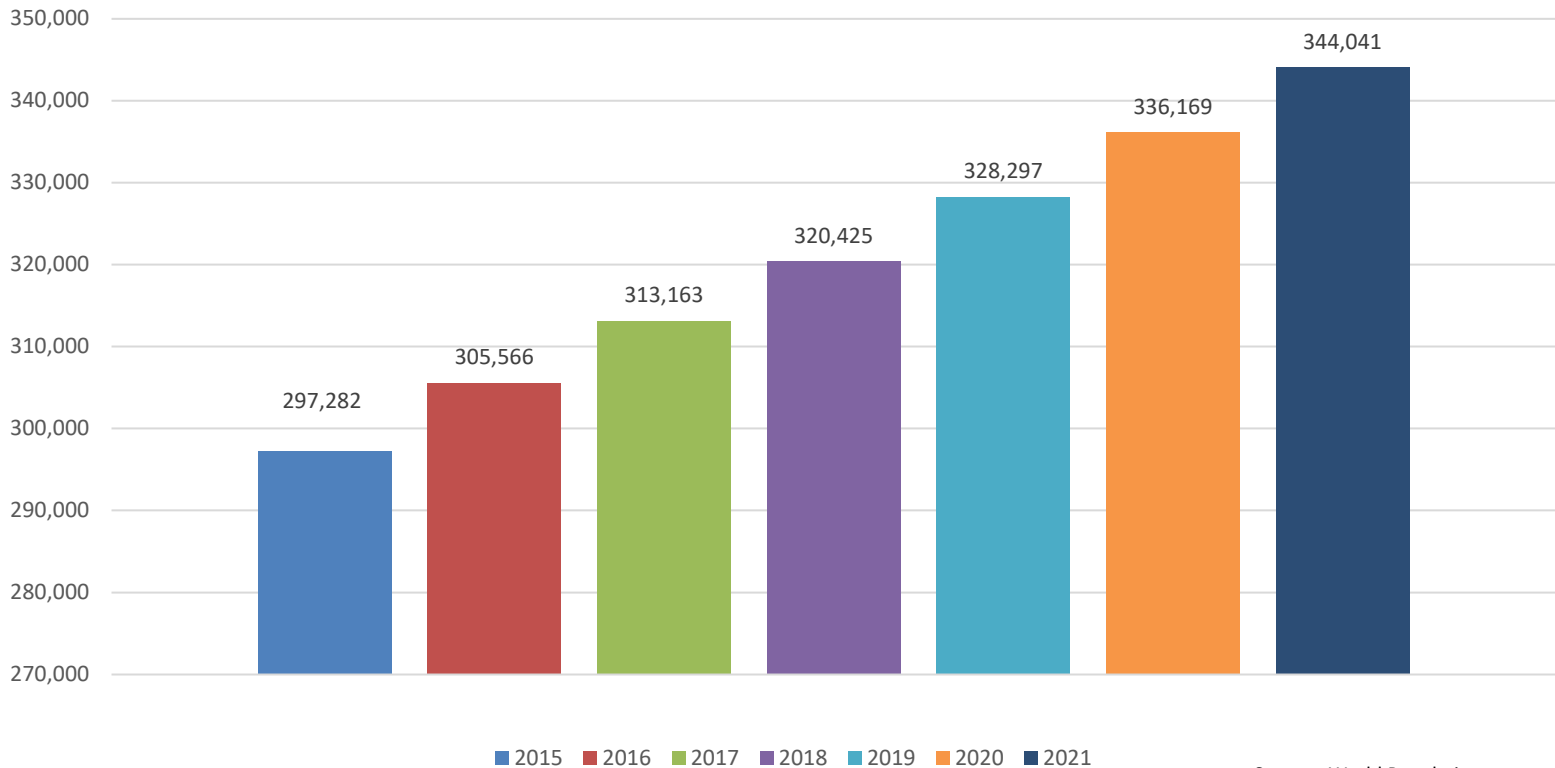
GROWTH

PORT ST. LUCIE | ST. LUCIE COUNTY | FORT PIERCE

GROWTH

18.5% Population Growth over the last decade (2010-2020), exceeding the state's population growth of 14.2% - U.S. Census Quick Facts

ST. LUCIE COUNTY POPULATION GROWTH RATE
2015-2021



Source: World Population

2.5% Year Over Year Population Growth for the past six years
- *World Population*

Ranked #10 Fastest Growing U.S. City
- *Neighbor.com*

Ranked #3 Top U.S. Growth City
- *U-Haul*

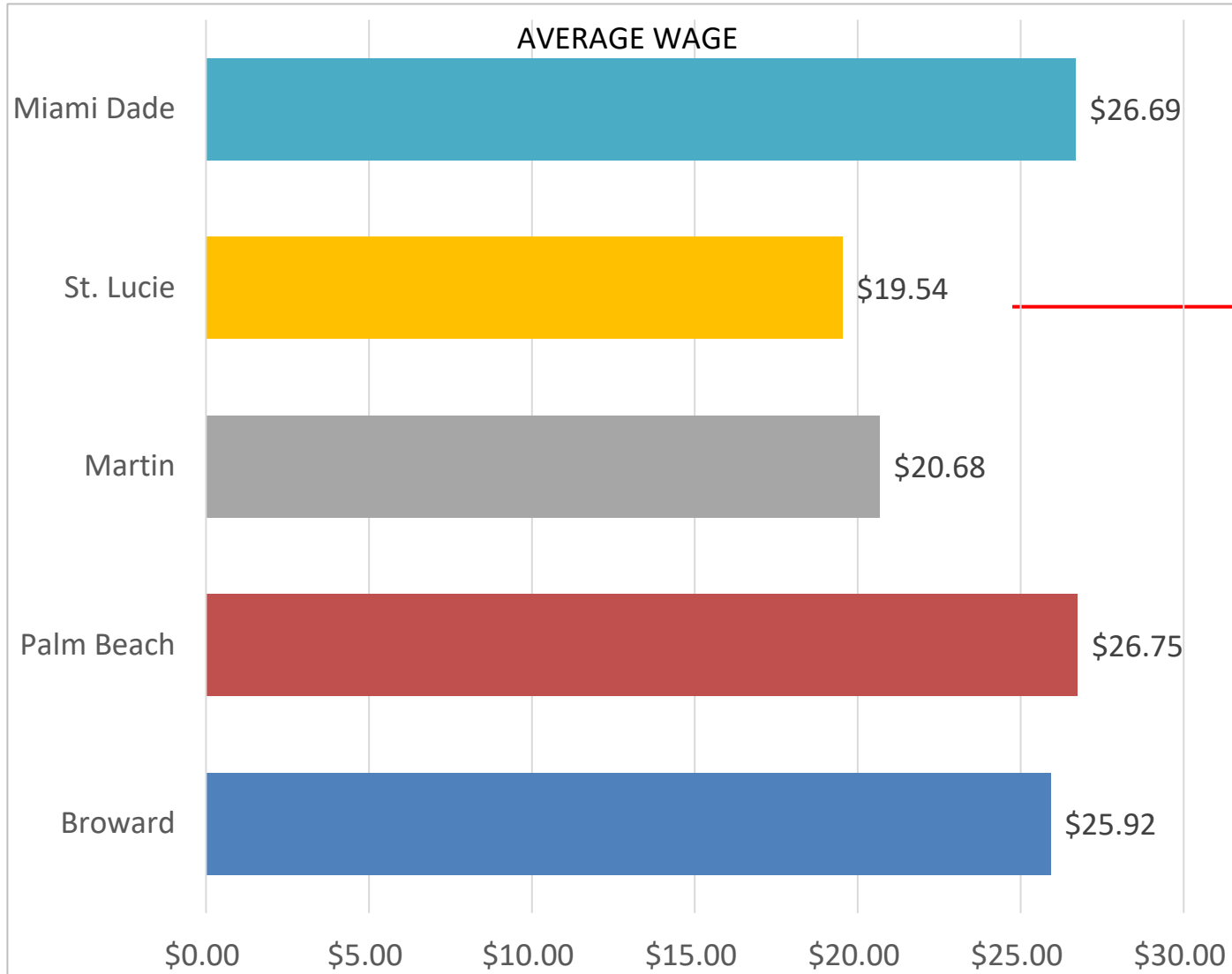
Estimated \$771 billion in additional income migrated to the county in 2020
- *Unacast*



WORKFORCE

PORT ST. LUCIE | ST. LUCIE COUNTY | FORT PIERCE

LABOR COSTS

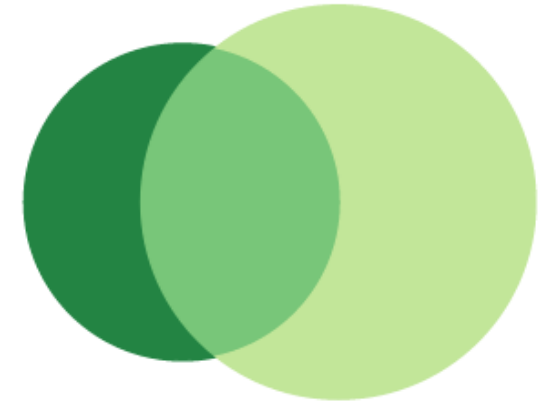
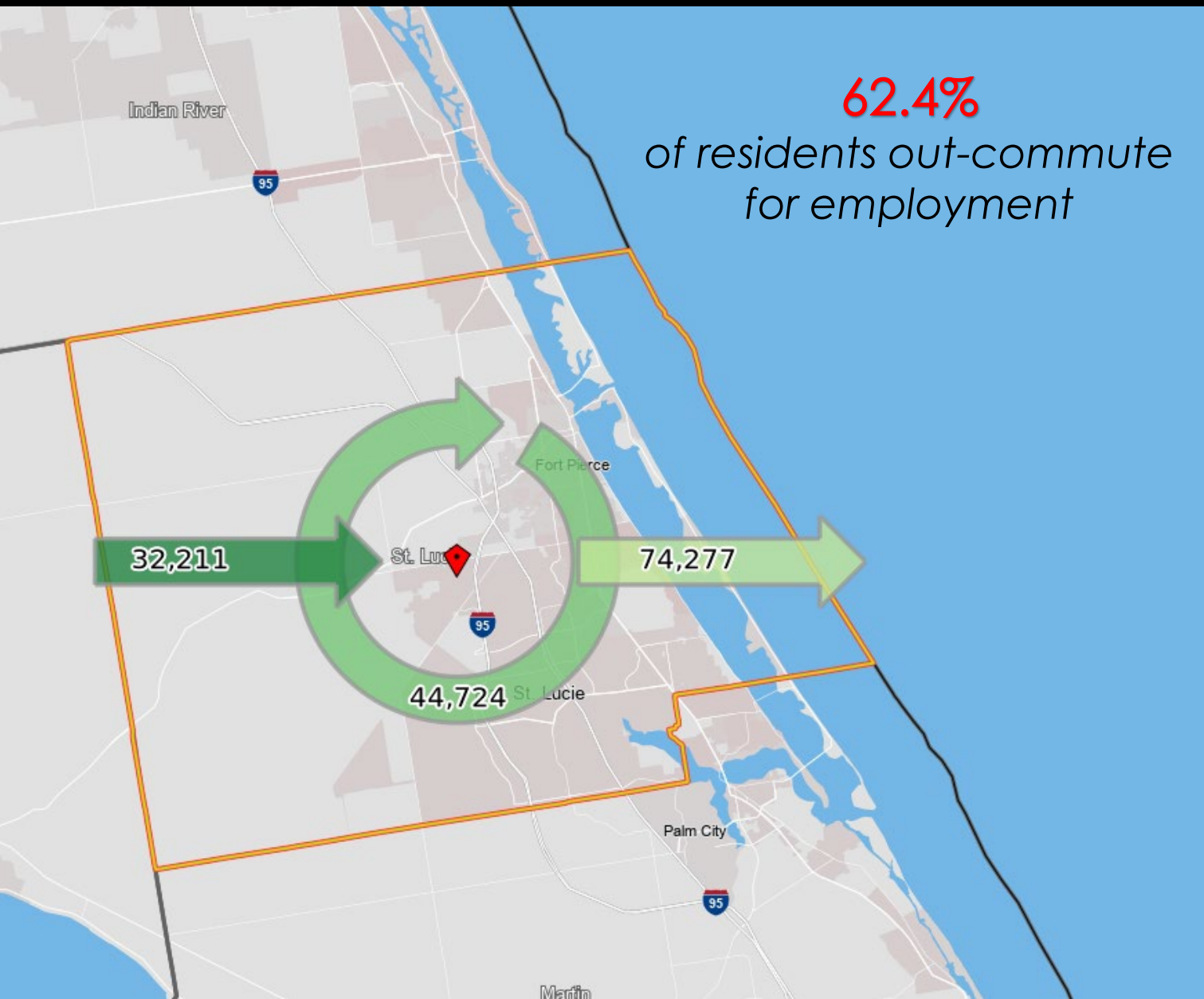


Lowest labor costs
in Southeast Florida

- Miami Dade
- St. Lucie
- Martin
- Palm Beach
- Broward

Southeast Florida Comparison
Average Wage Differential
\$5.47 per hour

WORKFORCE/OUTCOMMUTE PATTERNS

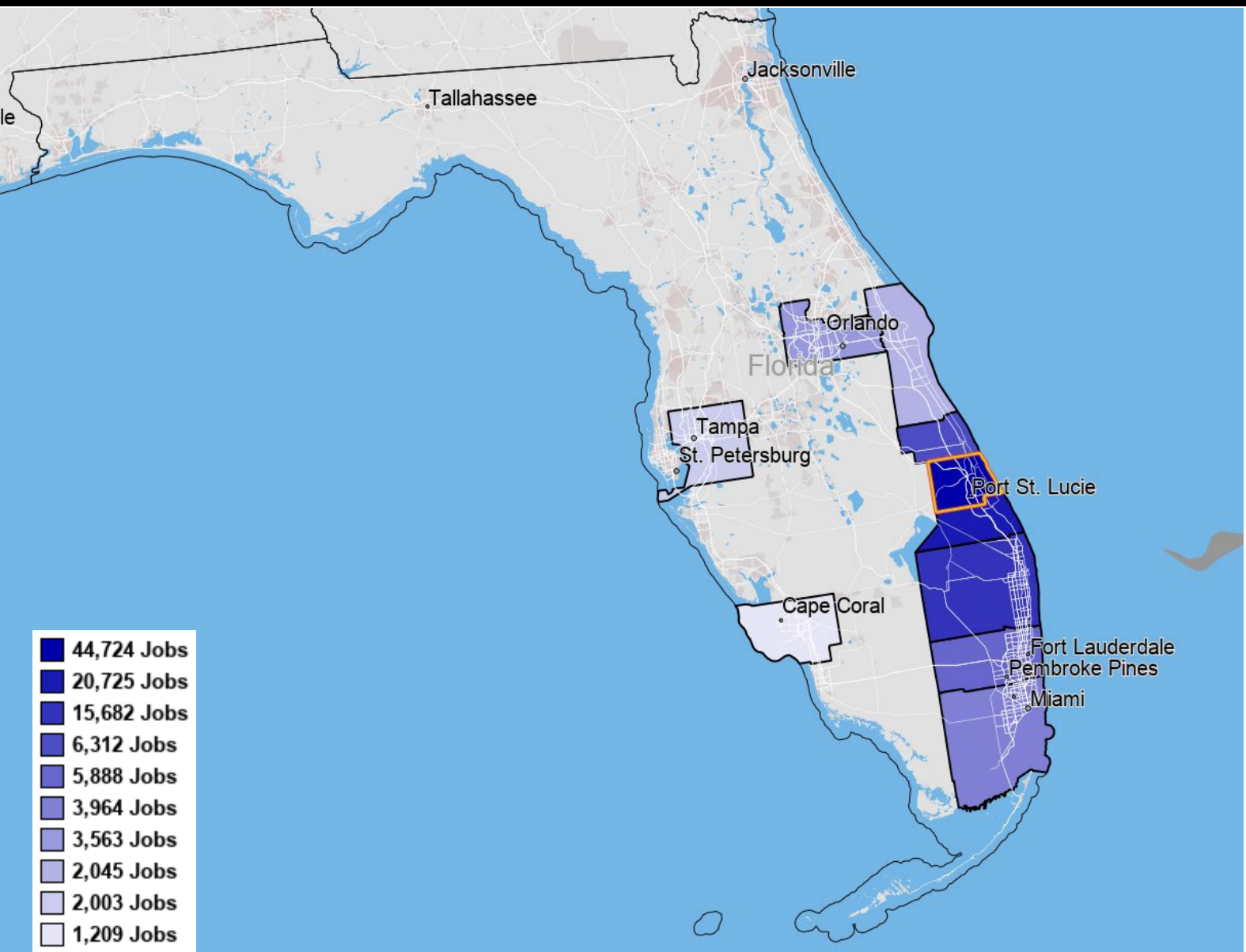


- 32,211 - Employed in Selection Area, Live Outside
- 74,277 - Live in Selection Area, Employed Outside
- 44,724 - Employed and Live in Selection Area

Inflow/Outflow Job Counts (All Jobs)

	2018	
	Count	Share
Employed in the Selection Area	76,935	100.0%
Employed in the Selection Area but Living Outside	32,211	41.9%
Employed and Living in the Selection Area	44,724	58.1%
Living in the Selection Area	119,001	100.0%
Living in the Selection Area but Employed Outside	74,277	62.4%
Living and Employed in the Selection Area	44,724	37.6%

WORKFORCE/OUTCOMMUTE PATTERNS



Jobs Counts by Counties Where Workers are Employed - All Jobs

	2018	
	Count	Share
All Counties	119,001	100.0%
St. Lucie County, FL	44,724	37.6%
Martin County, FL	20,725	17.4%
Palm Beach County, FL	15,682	13.2%
Indian River County, FL	6,312	5.3%
Broward County, FL	5,888	4.9%
Miami-Dade County, FL	3,964	3.3%
Orange County, FL	3,563	3.0%
Brevard County, FL	2,045	1.7%
Hillsborough County, FL	2,003	1.7%
Lee County, FL	1,209	1.0%
All Other Locations	12,886	10.8%

Outflow Job Characteristics (All Jobs)

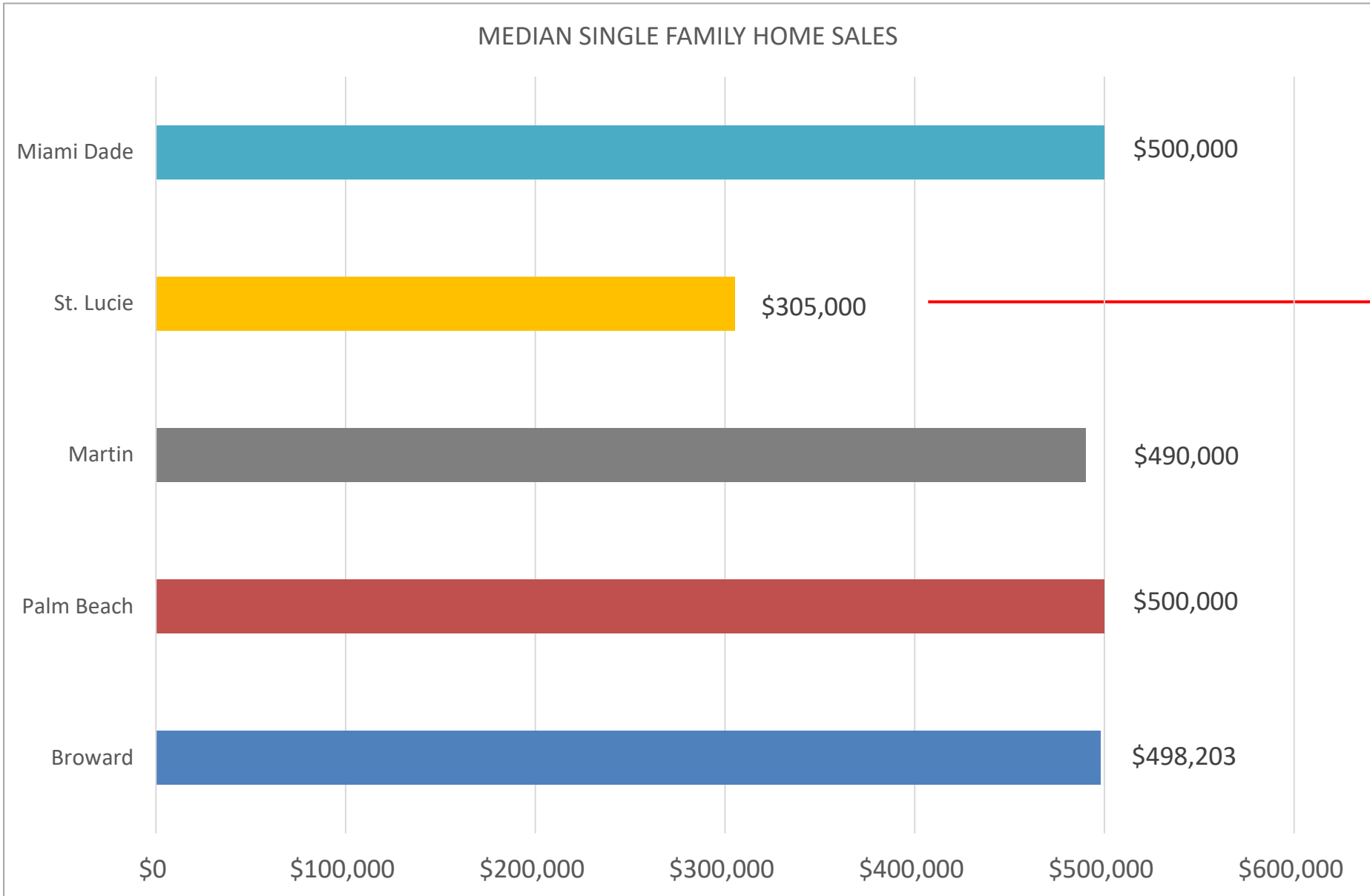
	2018	
	Count	Share
External Jobs Filled by Residents	74,277	100.0%
Workers Aged 29 or younger	16,667	22.4%
Workers Aged 30 to 54	38,807	52.2%
Workers Aged 55 or older	18,803	25.3%



HOUSING DATA

PORT ST. LUCIE | ST. LUCIE COUNTY | FORT PIERCE

MEDIAN HOME SALES

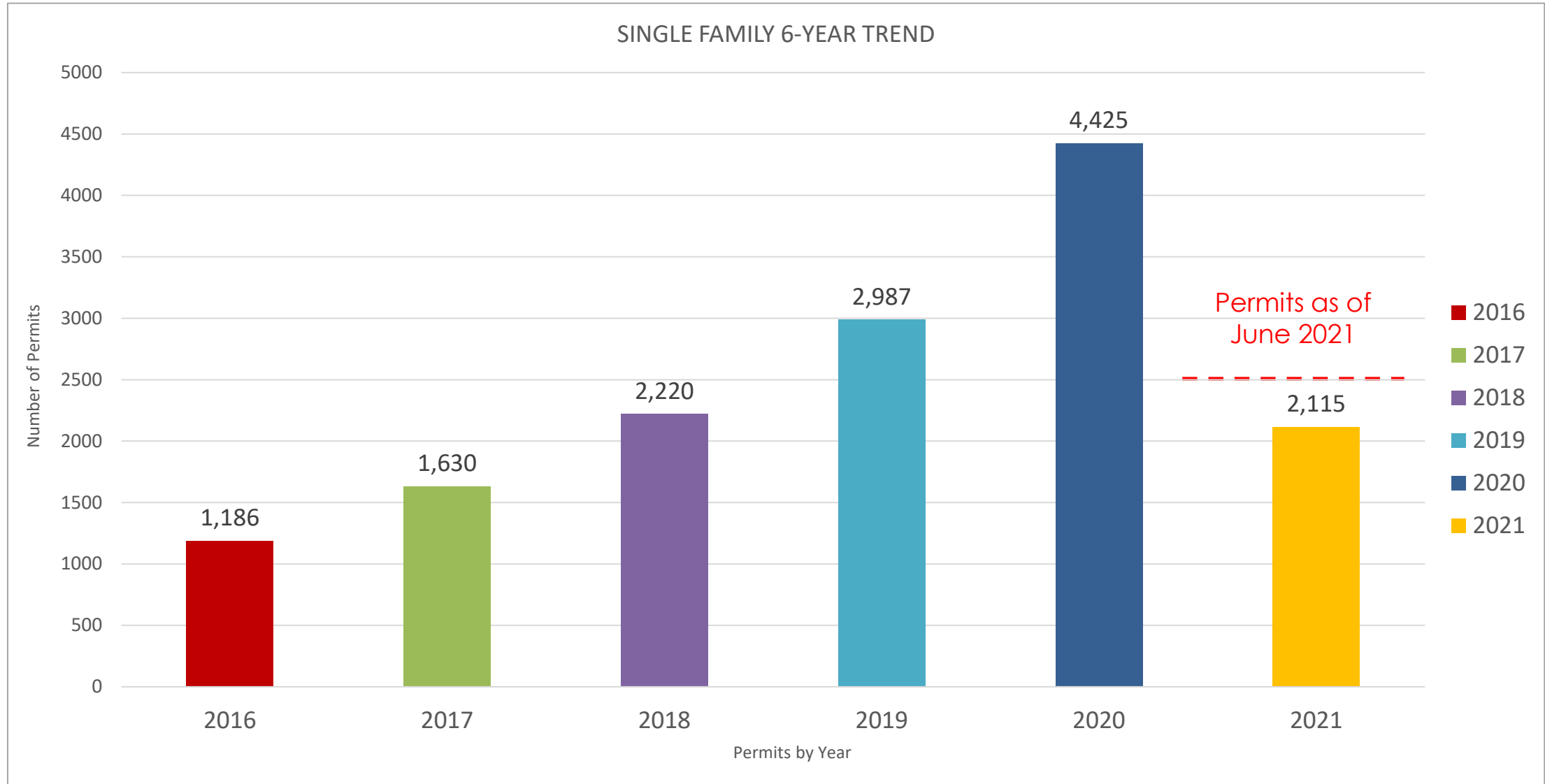


Lowest housing costs
in Southeast Florida

- Miami Dade
- St. Lucie
- Martin
- Palm Beach
- Broward

Southeast Florida Comparison
Average Differential
\$192,000

RESIDENTIAL PERMIT ACTIVITY





BUSINESS RETENTION, EXPANSION AND ATTRACTION

PORT ST. LUCIE | ST. LUCIE COUNTY | FORT PIERCE

5-Year Project Activity Update (2017-2021*)



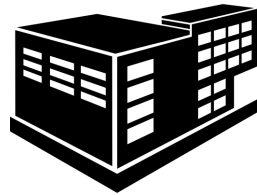
49

Projects



3,217

Retained Jobs



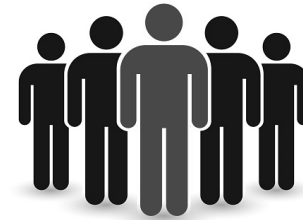
10.2M

Square Feet



\$1.015B

Capital Investment



1,742

*Total New Jobs
thru 2020*

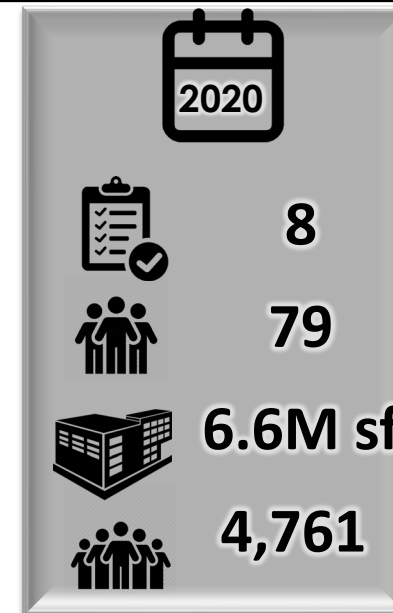
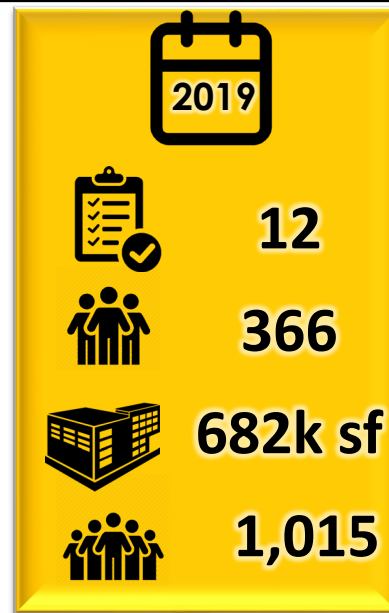
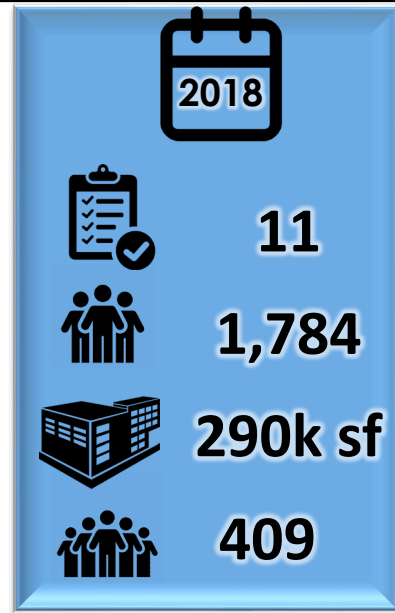
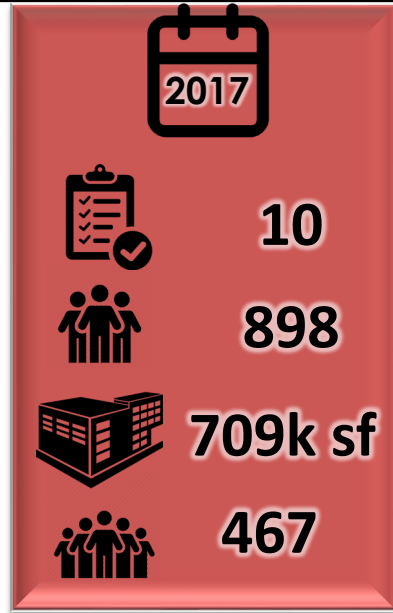


7,968

*Total Projected
New Jobs*

*Partial Year 2021 results, data through June 30, 2021

PROJECT ACTIVITY UPDATE (2017- 2020)



EXPANSIONS

22

ATTRACTION

19

Project Activity Industry Sectors



Manufacturing

20



Life Sciences

2



Professional Services

4



Aviation

2



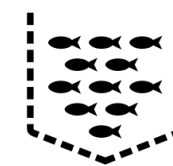
Marine

3



Headquarters

2



Aquaculture

1



Distribution

5



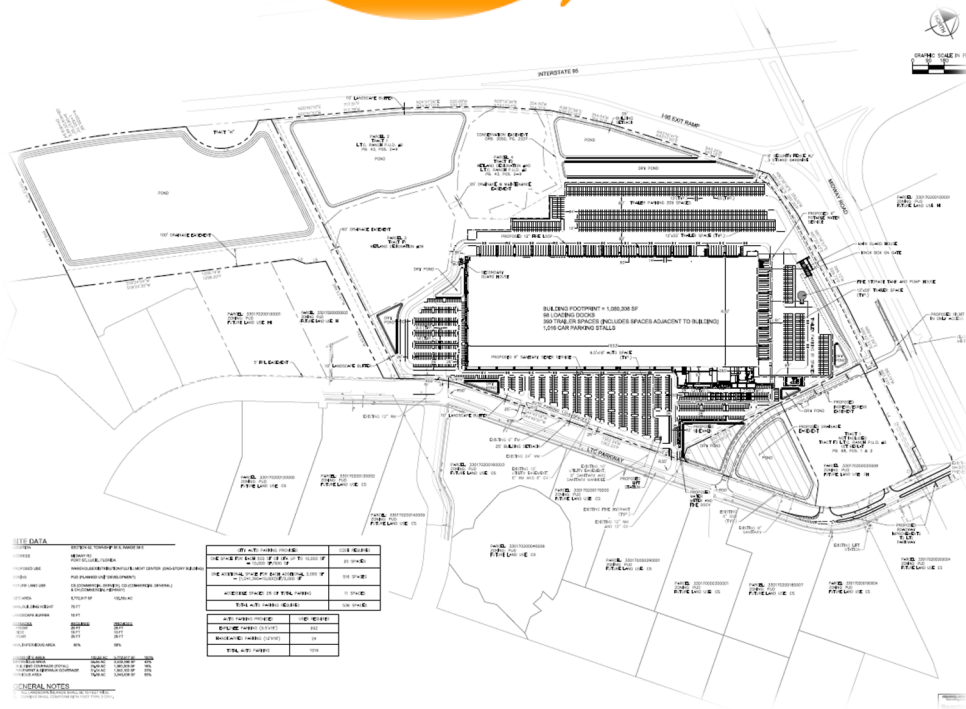
Development

2

JAN-JUNE 2021 NEW PROJECT ACTIVITY



- **8** active projects
 - ✓ **3** Expansions
 - ✓ **5** New
- **\$184.9 million** capital investment
- **1.86 million** square feet
- **1,316** projected new jobs/**90** retained



Project: NEW
Industry: WAREHOUSE/DISTRIBUTION

- Project: “First mile” fulfillment center
- Developer: Seefried Industrial Properties
- Location: Midway Business Park, City of Port St. Lucie (I-95/Exit 126 and Midway Road)
- Development: 1.1 million square feet/110 acres
- New Jobs: 500
- Capital Investment: \$100 million
- Speed to Market: 91 days – site plan approval
- Delivery: Site clearing underway/3Q 2022



Project: NEW
Industry: MANUFACTURING

- Project: Premier wood bat manufacturer used in major league and international baseball
- Location: City of Port St. Lucie
- Development: Relocation of HQ and manufacturing operations from Pennsylvania
- Lease: 17,000 square feet
- New Jobs: 11
- Delivery: Interior buildout underway/3Q 2021



Project: NEW

Industry: WAREHOUSE/DISTRIBUTION

- Project: Food distributor headquartered in South Florida since 1925
- Location: Legacy Park at Tradition, City of Port St. Lucie (I-95/Exit 114 and Becker Road)
- Development: 427,000 square feet/54 acres
- New Jobs: 380
- Capital Investment: \$55 million
- Projected New Jobs: 380
- Delivery: Site planning underway/1Q 2023

CONTENDER



Project: NEW
Industry: MARINE MANUFACTURING

- Project: Florida manufacturer of premier sportfishing boats
- Location: Fort Pierce
- Development: Retrofit 100,000 square foot existing facility
- New Jobs: 200
- Delivery: 4Q 2021



Project: EXISTING
Industry: MANUFACTURING

- Project: Structural steel fabrication company
- Location: Fort Pierce
- Development: 33,000 square feet/3.5 acres
- Delivery: 2022





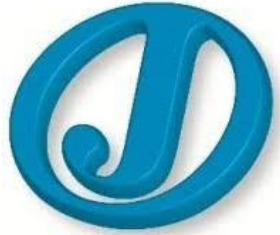
Project: NEW
Industry: WAREHOUSE/DISTRIBUTION

- Project: Regional ground sortation facility
- Location: Legacy Park at Tradition, City of Port St. Lucie (I-95/Exit 114 and Becker Road)
- Development: 245,000 square feet/22 acres
- Capital Investment: \$44 million
- New Jobs: 490
- Speed to Market: 108 days – site plan approval
- Delivery: 3Q 2021



Project: EXISTING
Industry: MANUFACTURING

- Project: Juice processing and packaging
- Location: City of Fort Pierce
- Development: 16,375 square feet
- New Jobs: 20
- Delivery: 2023



Project: NEW
Industry: MANUFACTURING

- Project: Israeli-based chassis manufacturer
- Location: Midway Business Park, City of Port St. Lucie
- Development: 45,000 square feet/7 acres
- New Jobs: 55
- Delivery: Parcel, plat and site planning underway/2023



Project: EXISTING
Industry: MARINE/MANUFACTURING

- Project: Phase 2 of 2018 expansion
- Development: 106,000 square feet/32 acres
- Location: Fort Pierce
- New jobs: 150
- Speed to Market: 8 weeks – three phase site plan approval in 2018
- Delivery: 4Q 2021



INDUSTRIAL DEVELOPMENT

PORT ST. LUCIE | ST. LUCIE COUNTY | FORT PIERCE

INDUSTRIAL DEVELOPMENT/PARKS



“Port St. Lucie's industrial market has picked up steam in recent years... development has ramped up significantly in the past three years.

With nearly 2 million sf under construction and more than 4 million sf proposed, Port St. Lucie, Florida has one of the fullest industrial construction pipelines in Florida.”

-CoStar



Legacy Park
AT TRADITION



SANSONE
group

Cheney **C-B-1**
Brothers

FedEx
Ground

108 Day Site Plan Approval

SPEC 1a
96 Day Site Plan Approval

SPEC 1b
96 Day Site Plan Approval

I-95/EXIT 114
Becker Road
Port St Lucie, Florida

- 425 acres
- Legacy Park at Tradition (I-95 Exit 114/Becker Road) - City of Port St. Lucie
- Ideal for large distribution/warehouse
- Speculative and build-to-suit options
- Development of up to 5.4 million square feet
- New Spec: 168,000 and 520,000 square feet
- Delivery 2022

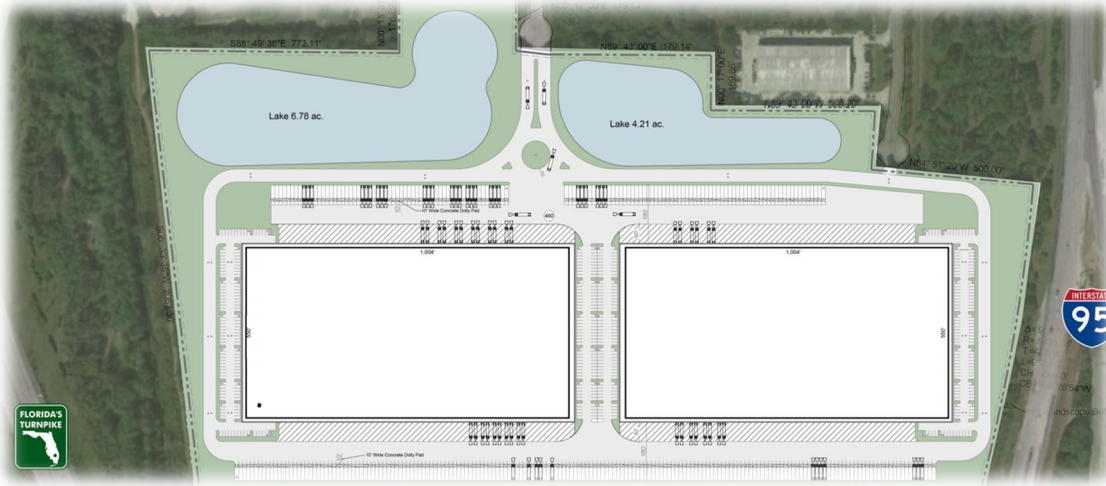


KINGS LOGISTICS CENTER

- 65 acres
- Kings Logistics Center
(I-95 Exit 131/Orange Avenue) - Fort Pierce
- Ideal for large distribution/warehouse
- Speculative and build-to-suit options
- Development up to 658,000 square feet
- New Spec: 300,000 to 658,000 square feet
- Delivery: 2022



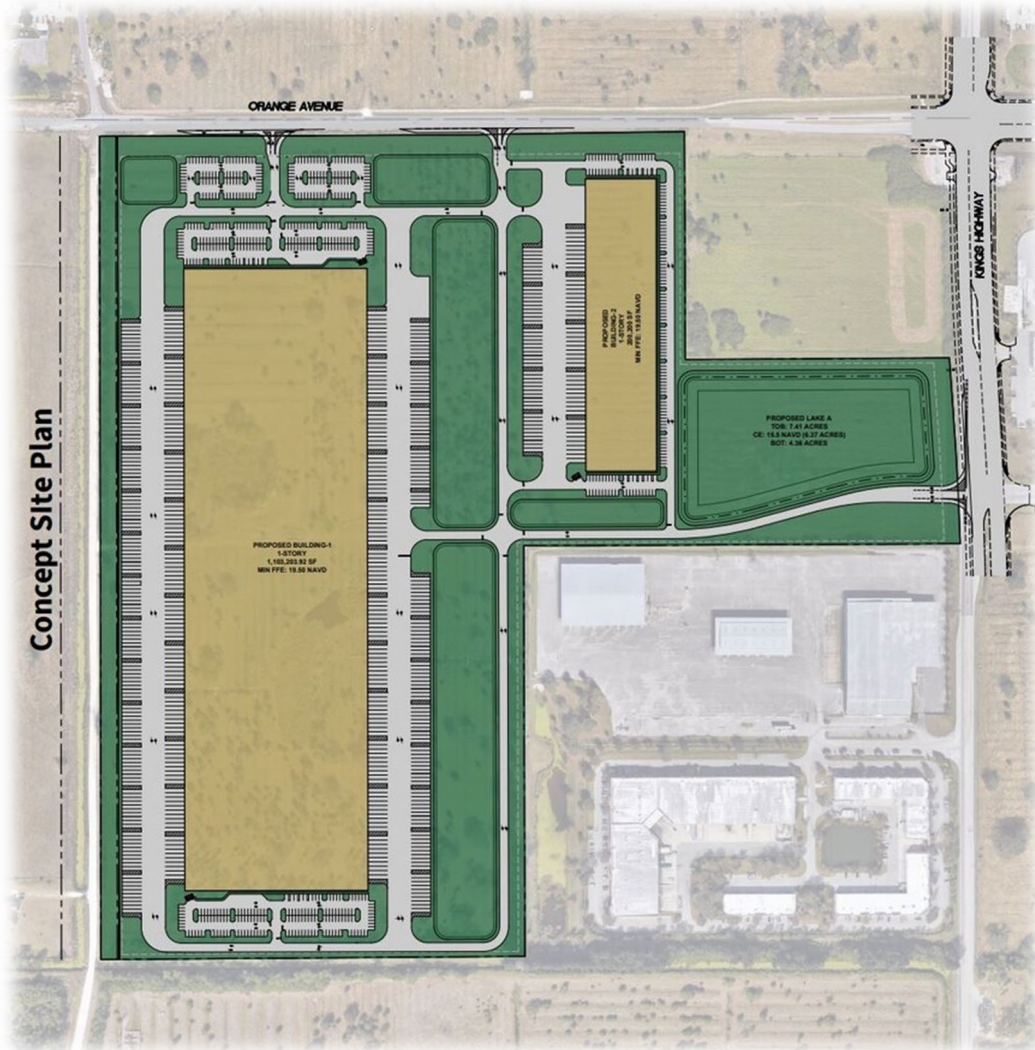
INTERSTATE CROSSROADS
BUSINESS CENTER



SPEED TO MARKET

108 days to site plan approval

- 132 acres
- Interstate Crossroads
(I-95 Exit 129/Okeechobee Road) - City of Fort Pierce
- Ideal for large distribution/warehouse
- Speculative and build-to-suit options
- 550,000 square feet up to 1.1 million square feet
- New Spec: 550,000 square feet under construction
- Delivery: 2022



STONEMONT
FINANCIAL GROUP

South Florida Logistics Center 95

- 103 acres
- South Florida Logistics Center 95
(I-95 Exit 131/Orange Avenue) - Fort Pierce
- Ideal for large distribution/warehouse
- Speculative and build-to-suit options
- 200,000 square feet up to 1.1 million square feet
- Delivery: 2023



- 25 acres
- Tradition Center for Commerce
(I-95 Exit 120/Gatlin Blvd) – City of Port St. Lucie
- Light Industrial Development or Office/HQ
- Ideal for small to medium size end-user
- For sale or build-to-suit opportunity

Q & A



INDUSTRY



INNOVATION



LIFESTYLE



Thank you for joining us!

*Pete Tesch, President
Economic Development Council
of St. Lucie County
772.336.6254
ptesch@youredc.com*

www.YourEDC.com

City Commission Regular Meeting - 6:00 pm

11. a.

Meeting Date: 10/04/2021

Re: Letter of Support

Submitted For: Nick Mimms, City Manager, City
Manager

SUBJECT:

Approve letter of support to the state legislators for the expansion of Project LIFT into the City of Fort Pierce

Attachments

Letter of Support

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:34 AM
City Manager	Nick Mimms	09/22/2021 10:34 AM
Form Started By: Jennifer Robinson		Started On: 09/20/2021 03:59 PM
Final Approval Date: 09/22/2021		



October 4, 2021

The City of Fort Pierce has collaborated with Project LIFT and their leadership on a variety of projects that have benefited our local communities. Their approach is cutting-edge and highly effective in addressing the complex challenges of mental health, high school dropouts, juvenile crime, and substance misuse among at-risk youth. Additionally, their replacement behavior therapy program delivers significant vocational education and job training to teens and young adults in order for them to find excellent jobs that will support them and their families in the future.

We are enthusiastic for Project LIFT to expand their services into St. Lucie County, particularly in the Fort Pierce area, which is home to the majority of these concerns. The Lincoln Park neighborhood has long been a financially impoverished community, and parts of the county's rural areas are economically distressed.

The City of Fort Pierce intends to work alongside Project LIFT in St. Lucie County as a supporter and stakeholder in their success. Their one-of-a-kind combination of services is addressing a number of the gaps we found. We hope you will give them serious consideration for funding since they will undoubtedly generate the outcomes we all desire for our young people.

Thank you for this opportunity to express support for the expansion of Project LIFT into the City of Fort Pierce.

Sincerely,

Linda Hudson,
Mayor

City Commission Regular Meeting - 6:00 pm

11. b.

Meeting Date: 10/04/2021

Re: Sunrise Humane Society - Purchase Order

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

SUBJECT:

Approval of a Blanket Purchase Order in the amount of \$150,000.00 for services provided by the Sunrise Humane Society for Fiscal Year 2022.

SUMMARY:

The Sunrise Humane Society has been operating the animal shelter located on Savannah Road and providing services for animals impounded by City Animal Control Officers and surrendered by the residents of the City since March 2021. A review of the financial records has shown that the City's funding needed to be increased to meet the current cost for services. The proposed amount of the BPO is an increase of \$15,000.00 over the budgeted amount.

RECOMMENDATION:

Approve the requested Blanket Purchase Order in the amount of \$150,000.00 for the 2021-2022 Fiscal Year.

ALTERNATIVES:

Approve the Blanket Purchase Order for the budgeted amount of \$135,000.00.
Approve the Blanket Purchase Order for an alternate amount as determined by the City Commission.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

City Manager's Office
Sunrise Humane Society

Fiscal Impact

Budgeted Y/N: Yes and No
Fiscal Year: 2022
Account: 001-2903-524.34-91
Amount: \$150,000.00

FISCAL IMPACT:

\$135,000 was approved in the 2021/2022 budget but through negotiations, Management agreed to increase funding by \$15,000.00 for an annual fee of \$150,000.00.

Form Review

Inbox

Finance Department
City Manager
Form Started By: Peggy Arraiz
Final Approval Date: 09/22/2021

Reviewed By

Johnna Morris
Nick Mimms

Date

09/21/2021 11:16 AM
09/22/2021 10:25 AM
Started On: 09/16/2021 08:42 AM

City Commission Regular Meeting - 6:00 pm

11. c.

Meeting Date: 10/04/2021

Re: 120 N 12th Street - Request to reduce LC and Demo lien

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

SUBJECT:

Approve staff recommendation in response to request to reduce demolition and lot clearing fees in the amount of \$4,304.33 against 120 N 12th Street, Fort Pierce, FL, Parcel ID# 2409-516-0008-000/1 owned by Sunshine Forever Group LLC, to **deny the request and require the previously reduced amount due of \$4,304.33 be payable in 180 days**. The applicant is asking to waive a portion of the remaining balance due for hard costs related to a demolition lien and lot clearing liens, in the amount of \$3,304.33 leaving a balance due of \$1,000.00 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

- October 2, 2006 - Original request for reduction heard by the City Commission. The City Commission waived all interest, penalties and administration fees pending the payment of \$9,304.33 within 60 days.
- November 6, 2006 - Request for an extension of 14 months to pay the amount due, which was approved by the City Commission.
- January 28, 2008 - Request for an additional extension upon payment of \$5,000.00, leaving a balance due of \$4,304.33 payable in 6 months, which was approved by the City Commission.
- February 25, 2008 - Payment of \$5,000.00 made to the City of Fort Pierce.
- Balance of \$4,304.33 still remains due to the City. Applicant is requesting \$3,304.33 of this amount to be waived leaving a balance of \$1,000.00 payable in 60 days.

RECOMMENDATION:

Staff recommends denying the applicants request and require the balance of \$4,304.33, which represents the balance of hard costs only, be made payable to the City in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of \$4,304.33 to the General Fund.

Attachments

Reduction request
Property ID Card
Email from Finance Department
Amounts Due

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	09/16/2021 08:46 AM
City Manager	Nick Mimms	09/22/2021 10:23 AM
Form Started By: Peggy Arraiz		Started On: 09/13/2021 10:57 AM
Final Approval Date: 09/22/2021		



THE SUNRISE CITY
FORT PIERCE
 CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF
 LOT CLEARING OR DEMOLITION LIEN

Date:	01/18/2021		
Property address:	120 12 Street Ft Pierce		
Owner(s) of record:	Sunshine Forever Group LLC, Chandrowti Sahadeo		
Mailing address:	14971 69th DR Palm Beach Buder FL 33418		
Property tax ID #:	240951600080001		
Original purchase date:		Original purchase price:	
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Chandrowti Sahadeo	Relationship to owner(s)	OWNER
Telephone #:	561 352 9310	Mobile phone #:	
E-mail:	Betterhope0814@ ^{AOL.COM}	Preferred contact method:	
What are owner(s) intentions for property:	undecided		
Are there current code violations?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Explain: (please attached notice)
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?

City incurred charges (lot clearing, demolition, etc) \$ _____
 Administrative fees \$ _____
 Interest \$ _____
 Penalties \$ _____
 TOTAL AMOUNT DUE TO CITY \$ _____
 DOLLAR AMOUNT REQUESTING TO BE WAIVED \$ 1,000.00
 DOLLAR AMOUNT I AGREE TO PAY \$ 1,000.00

Chandrowti Sahadeo
 Signature of Owner or Representative

01/18/21
 Date

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 120 N 12 street Ft Pierce

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Schondrone Schodes
Signature of Owner or Representative

1/18/21
Date

COFP - APPLICATION PROCESS DETERMINATION

Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

Maryann Palmer
City Representative

9/13/21
Date



THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

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 the appropriate application for lien reduction / rescindment.
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 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 are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 120 N 12 Street
Property Owner: Chandrowti Sahadeo of Sunshine Forever Group LLC
Mailing Address: 14971 69th DR Palm Beach Garden FL 33418
Telephone #: _____ Cell Phone #: 561 352 9310
E-Mail Address: Betterhope0814@AOL.COM
Is the property in compliance? _____ If no, please explain in the narrative of your request.

Chandrowti Sahadeo, 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:

I am the owner of 120 North 12th Street Ft. Pierce asking for a reduction of Lien on said property at the time of purchase this property I wasn't aware of all this violations, I am in Retire and can't afford to pay said amount, I am asking for demolition, Interest and penalty be waived, Attach is \$5,000. payment that was made on this property on 2008 I ask for reduction but was unable to make payment in full. Thank you for your cooperation.

Signed: Chandrowti Sahadeo

Date: 1/21/21

Print Name: Chandrowti Sahadeo

STATE OF FLORIDA

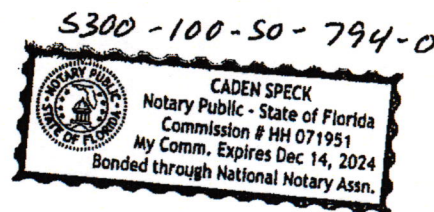
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Chandrowti Sahadeo who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced drivers license as identification.

SWORN TO AND SUBSCRIBED before me this 21 day of January, 2021.

Caden Speck

Notary Public, State of Florida



i. Approve Amendment to Lease Agreement between the City and James & Patricia Herndon, d/b/a Best Car Wash, to allow installation of a vacuum island on the leased premises at 3104 Okeechobee Road.

k. Reduce Code Enforcement lien/fine of \$69,800 against 1602 Zephyr Avenue, owned by Tyler James, to the sum of \$2,000 plus administrative costs of \$1,077.74 (for a total of \$3,077.74) contingent upon payment within 30 days.

l. Approve 14 month extension to allow Chandrowti Sahadeo to pay \$9,304.33 in lot clearing and demolition liens against 120 North 12th Street.

Paid
by
Feb

Please note this was approval
for 120 North 12th Street Ft Pierce
NOV/20/2006
attach is a for \$5,000. to city of
Ft Pierce

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: DANA 2/25/08 01 Receipt no: 3822

Customer	Location	Type	SvcCd	Description	Amount
286	4344	AR		ACCOUNTS RECEIVABLE	\$5000.00

120 N 12 ST SA CAROL SAHADEO
PMT TOWARDS LOT CLEARING LIEN
ON 120 N. 12TH STREET
FEB 19, 2008 CITY COMM MTG
TO PAY \$5000 NOW AND THE BAL
IN 6 MONTHS

Tender detail

CH Ref#:	6139724	\$5000.00
Total tendered:		\$5000.00
Total payment:		\$5000.00

Trans date: 2/25/08 Time: 16:29:49

THANK YOU!

036108

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

Property Identification

Site Address: 120 N 12th ST
Sec/Town/Range: 09/35S/40E
Parcel ID: 2409-516-0008-000-1
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 21587
Map ID: 24/09N
Zoning: Medium Den

Ownership

Sunshine Forever Group LLC
14971 69th Dr N
West Palm Beach, FL 33418

Legal Description

M E GOLDSMITH'S S/D BLK 1 LOT 8 (OR 2786-1866; 3141-156)

Current Values

Just/Market Value: \$7,700
Assessed Value: \$6,600
Exemptions: \$0
Taxable Value: \$6,600



Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office [📄](#)

Download TRIM for this parcel: [Download PDF](#) [📄](#)

Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 0.25
Land Size (SF): 10,980

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Peggy Arraiz

From: Kathy D'arton
Sent: Thursday, December 31, 2020 9:57 AM
To: Peggy Arraiz
Subject: RE: liens
Attachments: 20201231093602892.pdf

Hi Peggy,

Please find the balance due for 121 N 12th Street; Ms. Sahadeo made a payment of \$5000.00 on 2/25/08, but she never made the payments on the balance of \$4,304.33. The release was not done because she did not finish paying.

Thank you,

Kathryn D'Arton | Senior Accounting Analyst
City of Fort Pierce

Finance Department
100 N. US Hwy #1; P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone: 772.467.3076 Fax: 772.489.2594
kdarton@cityoffortpierce.com



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

From: Peggy Arraiz <parraiz@cityoffortpierce.com>
Sent: Wednesday, December 30, 2020 3:58 PM
To: Kathy D'arton <kdarton@cityoffortpierce.com>
Subject: liens

See the reduction request but no follow up. Had both lot clearing and a demo. No releases that I see in public records.

120 N 12th Street / PID 2409-516-0008-000/1

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

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

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



Miscellaneous Receivables Inquiry

09:34:36

Customer ID . . . : 286 Name: 120 N 12TH ST SUNSHINE FOREV
 Last statement . : 12/06/20 Addr: 240951600080001 SUNSHINE FOREV
 Last invoice . . : 0/00/00 PALM BEACH GARDENS, FL 33420
 Current balance . : 7,842.01
 Pending : .00 Status: A ACTIVE
 Previous balance : 7,842.01 Type: 001 0000 115 03 00 DEMO
 Deposit balance . : .00

Type options, press Enter. Open Activity

1=Select

Opt Code	Description	Current	Overdue	Total due
_ DEMO	DEMOLITION	.00	4042.50	4042.50
_ FEEDM	FILING FEES/DEMOLITION	.00	1.91	1.91
_ INT	DM INTEREST CHARGE 6%/YR	.00	3164.05	3164.05
_ PEN	DM PENALTY CHARGES OF .1%	.00	633.55	633.55

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
 F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
 F14=Deposit detail F20=Print Activity Listing F21=Other tasks

Miscellaneous Receivables Inquiry

Customer ID . . . : 286 Name: 120 N 12TH ST SUNSHINE FOREV
 Last statement . : 12/06/20 Addr: 240951600080001 SUNSHINE FOREV
 Last invoice . . : 2/21/14 PALM BEACH GARDENS, FL 33420
 Current balance . : 11,475.24
 Pending : .00 Status: A ACTIVE
 Previous balance : 11,475.24 Type: 001 0000 115 02 00 LC
 Deposit balance . : .00

Type options, press Enter. Open Activity

1=Select

Opt Code	Description	Current	Overdue	Total due
_ INT01	LC INTEREST CHARGE 6%/YR	.00	4545.77	4545.77
_ LOTAD	LOT CLEARING ADMIN FEE	.00	2700.00	2700.00
_ LOTCL	LOT CLEARING	.00	3220.84	3220.84
_ LOTC2	LC	.00	105.00	105.00
_ PEN01	LC PENALTY CHARGES OF .1%	.00	903.63	903.63

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
 F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
 F14=Deposit detail F20=Print Activity Listing F21=Other tasks

City Commission Regular Meeting - 6:00 pm

11. d.

Meeting Date: 10/04/2021

Re: Memorandum of Understanding 2021 Edward Byrne Memorial Justice Assistance Program

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

SUBJECT:

Approve the Memorandum of Understanding between St. Lucie County, (St. Lucie County Sheriff's Office), and the City of Fort Pierce Police Department for a Justice Assistance Grant (JAG-Edward Byrne Memorial Grant) for 2021 funds in the total amount of \$20,785 to be shared equally between the City of Fort Pierce and the St. Lucie County Sheriff's Office (\$10,392.50 for each agency) for agency equipment improvements.

SUMMARY:

The attached Memorandum of Understanding by and between St. Lucie County, the City of Fort Pierce Police Department, and the St. Lucie County Sheriff's Office, documents/memorializes the agreement that St. Lucie County will serve as the Prime Recipient, Lead Applicant, Fiscal Agent and Administering Agency for the Justice Assistance Grant (JAG-Edward Byrne Memorial Grant) for 2021 funds. Designated as a Disparate Community because funding awarded to the City of Fort Pierce exceeds 150% of funds awarded to St. Lucie County, The Fort Pierce Police Department and the St. Lucie County Sheriff's Department agree to divide \$20,785 awarded equally (\$10,392.50 for each agency). The Fort Pierce Police Department proposes to utilize its share of funds to revitalize the Department's Bicycle Patrol Program while the St. Lucie County Sheriff's Office proposes to utilize its share of funds to improve agency technology.

RECOMMENDATION:

Staff recommends signature of the attached Memorandum of Understanding. The Memorandum of Understanding has been reviewed by City legal counsel for form and correctness and was approved on September 8, 2021.

ALTERNATIVES:

The Commission may choose not to sign the Memorandum of Understanding which may jeopardize the Fort Pierce Police Department receiving the funds.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle is Responsible for the objective of the Justice Assistance Grant Programming.

COORDINATED WITH:

The 2021 Justice Assistance Grant is Coordinated with the St. Lucie County Sheriff's Office Grant Coordinator, the Fort Pierce Police Department's Grant Coordinator, and:

Ms. Johnna Morris, Director of Finance, and,
Ms. Galencia Carter, Purchasing Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2021
Account: 101-3005-521-6410
Amount: \$10,392.50

OTHER INFORMATION:

Funds will be utilized to purchase bicycles and bicycle parts for bicycle patrol officers.

Attachments

Memorandum of Understanding

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:21 AM
Form Started By: Anita Cocoves		Started On: 09/09/2021 02:27 PM
Final Approval Date: 09/22/2021		



Board of County Commissioners

Chris Dzadovsky
DISTRICT 1
Chair

Sean Mitchell
DISTRICT 2
Vice-Chair

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4

Cathy Townsend
DISTRICT 5

Administration

Howard Tipton
COUNTY
ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

July 15, 2021

Linda Hudson, Mayor
City Hall
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, FL 34954

Re: 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation (Joint Application)

Dear Mayor Hudson:

The U. S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance has designated St. Lucie County to be the lead applicant and administrator for the 2021 Edward Byrne Memorial Justice Assistance (JAG) Local Solicitation Grant.

The City of Ft. Pierce and St. Lucie County are certified as a disparate jurisdiction and are required to submit a joint application on behalf of each of their local law enforcement agencies. The award amount of \$20,785 will be equally divided between the Ft. Pierce Police Department and the St. Lucie County Sheriff's Office in the amount of \$10,392.50 each.

The U. S. Department of Justice requires a Memorandum of Understanding (MOU) signed by the County Administrator and Mayor be included with the application at the time of its submission. Please review and sign the attached prepared MOU.

A request to submit this grant application on behalf of the County has been approved. Should you have any questions or concerns regarding the distribution of this award, please contact me at 772-462-1156.

Sincerely,


Howard Tipton
County Administrator

Memorandum of Understanding

2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

Local Solicitation

St. Lucie County, FL – Joint Grant Application

This Memorandum of Understanding is between St. Lucie County, the City of Ft. Pierce Police Department (FPPD), and the St. Lucie County Sheriff's Office (SLCSO) and is required by the U.S. Department of Justice, Office of Justice Programs, and the Bureau of Justice Assistance to complete the 2021 Edward Byrne Memorial Justice Assistance (JAG) Local Solicitation Grant application submission for joint applicants.

St. Lucie County will serve as the Prime Recipient, Lead Applicant, Fiscal Agent, and Administrating Agency for the Justice Assistance Grant Program. Both the City of Ft. Pierce Police Department and the St. Lucie County Sheriff's Office will serve as implementing agencies (sub-recipients) responsible for submitting programmatic (progress) and financial (reimbursement) management reporting via online services by inputting their own data as the reporting systems allow. Ultimately, St. Lucie County serving as Prime Recipient will be responsible for the review and the final submission of all programmatic and financial management reports for the Justice Assistance Grant Program. In addition, St. Lucie County will establish a trust fund in which to deposit and distribute Justice Assistance Funds.

The U.S. Department of Justice allocated St. Lucie County funding in the amount of \$20,785. This grant funding will be divided equally between the two law enforcement agencies.

Distribution of Funds:

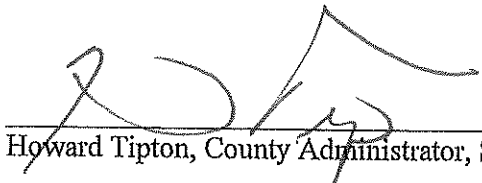
Fort Pierce Police Department - \$10,392.50
St. Lucie County Sheriff's Office - \$10,392.50

By signing this Memorandum of Understanding all parties, agree to:

- The equal distribution of funding.
- Submit quarterly financial reports to the St. Lucie County Finance Office and Office of Management and Budget. Both agencies (FPPD & SLCSO) will be responsible for submitting reports via online services by inputting their own data as the reporting systems allow, along with providing copies of purchased backup documentation such as, authorized purchase orders, vendor invoices and proof of payment (including a check number, check date, and payment amount). Financial reports will be submitted to the County no later than 15 days after the end of each Fiscal Year Quarter.

St. Lucie County, FL. – MOU – 2021 Edward Byrne Memorial Justice Assistance Local Solicitation Grant

- Purchase equipment, supplies or services only under the U.S. Department of Justice approved Purpose Areas.
- Federal prohibited use of funding – JAG funds cannot be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety.
- Abide by Federal Supplanting Laws - Federal funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- Notify the County Administrator, County Finance Office, and Office of Management and Budget 30 days in advance of any changes in local grant administration, changes in program areas and/or the approved budget.
- Provide the St. Lucie County Finance Office and Office of Management and Budget with any programmatic reports that may be needed and submitted and/or any additional financial reports or documentation that may be requested. Both agencies (FPPD & SLCSO) will be responsible for submitting reports via online services by inputting their own data as the reporting systems allow and providing any support documentation.



Howard Tipton, County Administrator, St. Lucie County, Florida

Date: 7/15/21

Linda Hudson, Mayor, City of Fort Pierce, Florida

Date: _____

City Commission Regular Meeting - 6:00 pm

11. e.

Meeting Date: 10/04/2021

Re: Requesting Approval of Blanket Purchase Orders for the Indian Hills Golf Course for FY 2022 for a budgeted total of \$248,127.29

Submitted For: Danny Visconti, Golf Course Manager, Indian Hills Golf Course

SUBJECT:

Approval of Blanket Purchase Orders for the Indian Hills Golf Course for FY 2022 for a budgeted total of \$248,127.29.

SUMMARY:

We are requesting approval of the following Blanket Purchase Orders for the upcoming fiscal year 2022. Some vendors such as JJ Taylor, Southern Eagle, Callaway Golf and Palmdale Oil have been staples for us for several years. They provide the best products in their respective industries at the best prices.

International Golf Maintenance is the company we have used for the past four years to conduct our course maintenance. Their contract is concluding on October 14th, hence we will need a prorated purchase order for their service over the first 14 days of October.

Finally, Southern Soils and Helena Chemicals are industry leaders in their field. Southern Soils is a one of a kind vendor that has provided us with a summer insect treatment plan which has helped our conditions tremendously. Helena Chemicals will provide us with buying power by buying in bulk. We will be utilizing one Purchase Order for Chemicals alone and the other Purchase Order for Fertilizers. This combination will help us greatly improve the turf grass as a whole.

Attached are the individual Purchase Orders with their respective description and amounts.

RECOMMENDATION:

Staff Recommends Approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Danny Visconti

COORDINATED WITH:

Gelencia Carter

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

OTHER INFORMATION:

Callaway Golf - (\$25,000) Acct # 405-4501-572-49-35
JJ Taylor - (\$10,500) Acct # 405-4503-572-49-32
Southern Eagle - (\$10,500) Acct # 405-4503-572-49-32
Southern Soils - (\$12,000) Acct # 405-4502-572-52-42
Helena Chemicals-Chemicals - (\$46,000) Acct # 405-4502-572-52-42
Helena Chemicals-Fertilizers - (\$45,000) Acct # 405-4502-572-52-44
Palmdale Oil - (\$30,000) Acct # 405-4502-572-52-10
International Golf Maintenance - (\$22,327.29) Acct # 405-4502-572-34-90
Yamaha Motor Corporation - (\$46,800) Acct # 405-4500-572-44-10

Attachments

Indian Hills Blanket Purchase Order List FY 2022

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:17 AM
Finance Department	Johnna Morris	09/22/2021 12:19 PM
City Manager	Nick Mimms	09/26/2021 10:06 AM
Form Started By: Danny Visconti		Started On: 09/08/2021 03:56 PM
Final Approval Date: 09/26/2021		

Indian Hills Golf Course

FY 2021/22

P.O. List between \$10,000 ~ \$50,000

Callaway Golf Carlsbad, CA. \$25,000.00

Acct# 405-4501-572-49-35

Clubs, gloves and golf balls for resale in the Golf Shop.

JJ Taylor Ft. Pierce, FL. \$10,500.00

Acct # 405-4503-572-49-32

Liquor for resale in Golf Shop.

Southern Eagle Ft. Pierce, FL. \$10,500.00

Acct # 405-4503-572-49-32

Liquor for resale in Golf Shop.

Southern Soils Naples, FL \$12,000.00

Acct# 405-4502-572-52-42

Chemicals for Insect Control

Helena Chemicals Ft. Pierce, FL \$46,000.00

Acct# 405-4502-572-52-42

Chemicals for Weed Control

Helena Chemicals Ft. Pierce, FL \$45,000.00

Acct# 405-4502-572-52-44

Fertilizers for Turf Health

Indian Hills Golf Course

FY 2021/22

P.O. List between \$10,000 ~ \$50,000

(Cont.)

<u>Palmdale Oil</u>	Ft. Pierce, FL.	\$30,000.00
----------------------------	-----------------	-------------

Acct # 405-4502-572-52-10

Gas and oil for golf carts and maintenance vehicles.

<u>International Golf Maintenance</u>	Lakeland, FL	\$22,327.29
--	--------------	-------------

Acct # 405-4502-572-34-90

Prorated portion of maintenance contract for the first 14 days of October

<u>Yamaha Motor Corporation</u>		\$46,800.00
--	--	-------------

Acct # 405-4500-572-44-10

Annual golf cart lease.

City Commission Regular Meeting - 6:00 pm

11. f.

Meeting Date: 10/04/2021

Re: Approval to Piggyback City of Vero Beach Annual Resurfacing Contract No. 26-2019

Submitted For: John Andrews, City Engineer,
Engineering

SUBJECT:

Approval to piggyback the City of Vero Beach's annual resurfacing contract no.26-2019 with C.W. Roberts Contracting, Inc.

SUMMARY:

We are requesting approval to enter into a piggyback contract agreement with C,W. Roberts Contracting, Inc. to perform annual street resurfacing projects. The City of Vero Beach Annual Resurfacing Contract No. 26-2019 has no restrictions, thus allowing the City of Fort Pierce to utilize their annual contract. We have received a no objection from the City of Vero Beach Senior Contract Administrator and a letter from C.W. Roberts Contracting, agreeing to honor the terms and conditions of Contract No. 26-2019.

The Purchasing Division has reviewed and investigated the procurement process for this item and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

Request approval to enter into piggyback agreement with C.W. Roberts Contracting, Inc. utilizing the City of Vero Beach Annual Resurfacing Contract No. 26-2019

ALTERNATIVES:

Not to approve and to place the annual resurfacing out for formal bid process.

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Manager

COORDINATED WITH:

Carol Shoaf, City of Vero Beach Senior Contract Administrator
Rick Sloan, C.W. Roberts Contracting, Inc.

Fiscal Impact

Budgeted Y/N: Y

Amount: N/A

OTHER INFORMATION:

No Fiscal impact until we enter into the piggyback contract which will be brought back to Commission for approval.

Budgeted Y/N: Y
Fiscal Year: 2021
Account: Half-Cent Surtax
Amount: N/A

OTHER INFORMATION:

Specific contract amounts will be brought back to the City Commission on a project by project basis.

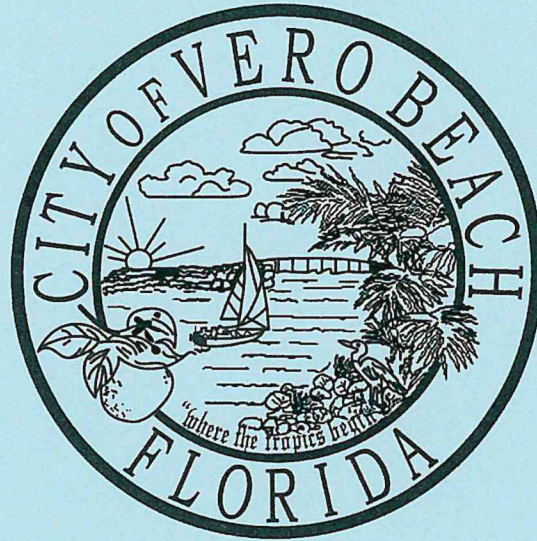
Attachments

Copy of Vero Contract 26-2019
CWR letter accepting terms and conditions
Email correspondence

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/22/2021 10:26 AM
Finance Department	Johnna Morris	09/27/2021 11:07 AM
City Manager	Nick Mimms	09/27/2021 07:53 PM
Form Started By: Ed Seissiger		Started On: 09/17/2021 07:55 AM
Final Approval Date: 09/27/2021		

City of Vero Beach



CITY OF VERO BEACH, FLORIDA

ANNUAL STREET RESURFACING

BID 140-2019/JO

CONTRACT 26-2019

**C.W. ROBERTS CONTRACTING, INC
(Formally Mancil's Tractor, Inc)**

NOVEMBER 2019

CITY OF VERO BEACH

ANNUAL STREET RESURFACING

BID NO. 140-19/JO

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – VAL ZUDANS

VICE MAYOR – ANTHONY W. YOUNG

ROBERT BRACKETT

HARRY HOWLE III

LAURA MOSS

CHARTER OFFICERS

CITY MANAGER – MONTE K. FALLS

CITY CLERK - TAMMY K. BURSICK

CITY ATTORNEY – JOHN S. TURNER

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Technical Specifications

CITY OF VERO BEACH, FLORIDA

**INVITATION TO BID
BID NO. 140-19/JO**

Sealed Bids will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Thursday, September 5, 2019, and subsequently opened in a meeting to be held in the Finance Conference Room for the following:

**ANNUAL STREET RESURFACING
PUBLIC WORKS DEPARTMENT**

Bid Documents may be obtained from DemandStar.com, Inc. at <http://WWW.Demandstar.com>, Telephone No. (206) 940-0305. All inquiries shall be directed to the office of the Manager of Purchasing at (772) 978-5470.

All Bids shall be submitted in duplicate (one original and one copy) on the Bid Proposal forms provided within the Specifications and **provide one (1) USB drive that contains "all" of your documentation included in the original bid in a pdf format.** A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than \$25,000.

A Payment and Performance Bond for 100% of the Contract amount on the form provided by the City shall be used for contracts more than \$25,000. This Bond shall be from a Surety authorized to do business in the State of Florida and otherwise meeting the City's bond requirements. In place of the Bonds, an irrevocable letter of credit from a qualified lending institution acceptable to the City for 100% of the Contract amount may be submitted. If the Contract is awarded in a sum less than \$25,000, the Performance and Payment Bond requirement may be waived if permitted by law, in which case the cost of the Bond shall be deducted from the Contract price and only a single, final payment will be made.

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Vero Beach must provide a copy of their business occupational license at the time of award.

Bids must be sealed and plainly marked “**BID NO. 140-19/JO ANNUAL STREET RESURFACING**” on the outside of the envelope and addressed as follows:

By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 1st day of August, 2019

CITY OF VERO BEACH, FLORIDA

MONTE K. FALLS
CITY MANAGER

CITY OF VERO BEACH, FLORIDA

INSTRUCTIONS TO BIDDERS

1. GENERAL

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

3. INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that any of the quantities of Work shown on the Bid Schedule are approximate only and not guaranteed. For each unit of Work contained in the Bid Schedule, the City has the right to require greater or fewer units of Work to be performed than the quantities listed.

4. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least four (4) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

By Mail:
City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:
City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

Telephone: (772) 978-5470

E-mail: purchase@covb.org

5. PREPARATION OF BIDS

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Bid Bond as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

6. BID PRICING

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind.

7. TIME OF COMPLETION

Time is of the essence. The Bidder shall include in the Bid Schedule the Time of Completion. The Time of Completion shall be stated as the total number of calendar days from and including the Commencement Date through the Completion Date. The City will consider the Time of Completion in evaluating the award of this Bid.

8. SUBMISSION OF BIDS

All Bid proposals must be delivered to the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

EXAMPLE: By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

BID NO. 140-19/JO
BID DESCRIPTION Annual Street Resurfacing
BID DATE September 5, 2019 @ 2:30 p.m.

9. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

10. REJECTION OF BIDS

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

11. WITHDRAWALS AND MODIFICATIONS

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing.

All written requests for withdrawal and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

12. CONTRACT AWARD

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Chapter 2, Article VIII, Division 2, Section 2-351 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

13. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

14. PATENT FEES, ROYALTIES AND LICENSES

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, material or process in connection with the Work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

15. PAYMENT AND PERFORMANCE BOND

The Contractor shall furnish the Payment and Performance Bonds required herein, within ten (10) days of the execution of the Contract and before commencement of the Work. The Payment and Performance Bond shall ensure the payment of all of the debts the Contractor incurs under the Contract, for any goods, materials, equipment, services, or labor (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor and shall ensure that the Contractor performs any and all contractual

obligations, including with respect to any and all guarantees. The Bond shall continue in effect after completion and acceptance of the Work for the guarantee period provided in the Contract or by law, whichever is longer. Alternatively, the City in its sole discretion may allow the Contractor to terminate the initial Payment and Performance Bond and substitute it, before such termination, with a new Payment and Performance Bond for the guarantee period. In accordance with Florida Statute, Section 255.05(1)(a), when the City requires a Performance Bond, the City must ensure such Bond states:

1. The CONTRACTOR'S (a) NAME, (b) PRINCIPAL BUSINESS ADDRESS, and (c) PHONE NUMBER;
2. The SURETY;
3. The OWNER of the property being improved;
4. The CONTRACTING PUBLIC ENTITY;
5. The assigned CONTRACT NUMBER (by the Contracting Public Entity);
6. A DESCRIPTION OF THE PROJECT sufficient to identify it;
7. If applicable, (a) a PROPERTY DESCRIPTION and (b) STREET ADDRESS of the property being improved; and
8. A GENERAL DESCRIPTION of the IMPROVEMENT(S).

In addition, **prior to permitting work to commence**, the City must ensure:

1. The surety insurer is AUTHORIZED TO DO BUSINESS in the State of Florida;
2. The Contractor RECORDS (in the public records of the county where the improvement(s) is/are located) the Performance Bond; and
3. The Contractor (a) EXECUTES and (b) DELIVERS to the PUBLIC OWNER the Performance Bond to the City.

16. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, Florida Statutes, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This Article shall be inserted in every sub-Contract hereunder."

17. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

18. VARIANCES

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document.

19. PUBLIC ENTITY CRIMES

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. LOCAL PREFERENCE ORDINANCE

Section 2-352. Local Preference in Purchasing or Contracting.

A. Definitions.

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) "Non-local business" means a bidder that is not a local business, as defined herein.

B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a "Local Business Certification Form," in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the "Local Business Certification Form" together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a "local business."

C. Local preference in purchases by means of formal competitive bid. In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

(1) When a qualified and responsive, non-local business submits the lowest price bid (herein, "Apparent Low Bidder"), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the "Lowest Local Bidder") shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein "Invitation");

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder.

(g) If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the "Local Business Certification Form".

E. Exclusions and limitations.

(1) Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

(2) The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

(3) The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

(4) The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

(5) The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

21. CONTRACT DRAWINGS AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. The Engineer shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount, and value of any work done under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

B. Items of material, equipment, machinery and the like may be specified on the Drawings and not otherwise specified in the Contract Documents. Such items shall be provided by the Contactor in accordance with the Drawings.

C. The Contractor shall keep one record of all Contract Documents at the site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the Engineer and shall deliver to him for the City upon completion of the work.

22. CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities and details shown on any Drawings received from the Engineer, and shall notify the Engineer of any errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory, faulty construction, or improper operation resulting therefrom or from his responsibility to rectify such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omission be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

23. PROHIBITED COMMUNICATIONS

Bidders responding to the Invitation to Bid (ITB) shall not communicate in any way with the City Council, City Manager, or City staff, other than Purchasing personnel, regarding this ITB from the time of advertisement through the award. Such communication may result in disqualification.

24. DEVELOPMENT COST

Bidders should prepare their Bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Invitation to Bid (ITB). Under no circumstances shall the City or any official, employee, or representative of the City be liable for any expenses or costs incurred in connection with preparation or submittal of a response to this ITB whatsoever, whether or not the Bidder is awarded a contract or, if awarded, such contract is subsequently terminated or its performance delayed.

25. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, “[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created

pursuant to s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.” Section 215.473 of the Florida Statutes defines a company to mean “a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation or renewing a contract, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of any amount, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

CITY OF VERO BEACH, FLORIDA

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

A. Addendum

A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

B. Bid Opening

The time and place for the opening of Bids, as described in the Invitation to Bid.

C. Change Order

A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

D. City ("Owner")

City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

E. Commencement Date

The date on which the Contractor may start the Work, as described in the Notice to Proceed.

F. Completion Date

The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

G. Contract

The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

H. Contract Documents

All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

I. Contractor

The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

J. Drawings

The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

K. Extra Work

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

L. Final Acceptance

Final approval and acceptance of the Project by the City of Vero Beach City Council. Unless otherwise specifically designated, it shall be the date on which the City Council authorizes Final Payment.

M. Notice to Proceed

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

N. Right-of-Way

A strip of land dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, or for ingress and egress by the public, certain designated individuals or governing bodies.

O. Site

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

P. Specifications

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

Q. Subcontractor

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

R. Substantial Completion

The date on which the Project is substantially complete and ready for continuous use as determined by the Engineer; Also the date on which the Contract Time stops.

S. Surety

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

T. Time of Completion

The total number of calendar days from and including Commencement Date through the Completion Date.

U. Work

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

2. SCHEDULE OF WORK

Prior to beginning Work, the Contractor shall provide the City with a Work schedule setting out in detail his plan for completing the Work by the Completion Date. This Work schedule shall be reviewed by the City, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

3. EXTENSION OF TIME

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the delay.

4. CONTROL, SUPERVISION AND INSPECTION OF THE WORK

- A. The City shall have full control and direction of the Work in all respects. The City shall furnish all Drawings and Specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the City deems necessary.
- B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, regarding the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

- C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.
- D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

5. SUPERINTENDENTS

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

6. SUBCONTRACTORS

- A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.
- B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

7. EMPLOYEES

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

8. CHANGES IN SCOPE OF WORK; EXTRA WORK

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.
- B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.
- C. Payment for Extra Work performed shall be calculated as described in General Conditions Article 9, as long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's Extra Work.

9. PAYMENT FOR EXTRA WORK

If the City issues a Change Order for the performance of Extra Work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide the Contractor his direct costs plus a ten percent (10%) profit:

- A. The Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by the Contractor and the City prior to starting such Work, for all labor and foremen in direct charge of the authorized operations.
 - 1) The Contractor shall receive said amount for Contractor's or any Subcontractor's labor and foremen.
 - 2) The Contractor shall provide documentation satisfactory to the City as to the hours actually worked.
- B. The Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment, such as picks, shovels, hand pumps, and similar items.
- C. The Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.
- D. The Contractor shall receive an amount equal to the rental price paid by Contractor, for any rented special equipment and machinery used by Contractor or any sub-Contractor, such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, as was required for the economical performance of the authorized Work.

- E. The Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (D) of this Article.
- F. The Contractor's total reimbursement shall be the sum of Sub-Articles A through E of this Article.

10. OMITTED WORK

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or
- C. If there be no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

11. TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by the Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to the right to pursue any other remedies, which the City may have under this Contract or under law:
 - 1) If, in the City's opinion, the Contractor is improperly performing Work or violating any provision(s) of the Contract Documents;
 - 2) If the Contractor neglects or refuses to correct defective Work or replace defective parts or equipment, as directed by the City pursuant to an inspection;
 - 3) If, in the City's opinion, the Contractor's Work is being unnecessarily delayed and will not be finished within the prescribed time;
 - 4) If the Contractor assigns this Contract or any money accruing thereon or approved thereon; or
 - 5) If the Contractor abandons the Work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property.

- B. The City shall, before terminating the Contract for any of the foregoing reasons, notify the Contractor in writing of the grounds for termination and provide the Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying the Contractor in writing. Upon receiving such notification, the Contractor shall immediately cease all Work hereunder and shall forfeit any further right to possess or occupy the Site or any materials thereon; provided, however, that the City may authorize the Contractor to restore any Work Sites.
- D. The Contractor, and where applicable, the Contractor's sureties, shall be liable for:
 - 1) Any new cost incurred by the City in soliciting Bids for and letting a new Contract;
 - 2) The difference between the cost of completing the new Contract and the cost of completing this Contract; and
 - 3) Any court costs and attorneys' fees associated with any lawsuit undertaken by the City to enforce its rights herein.

12. SAFETY; MAINTAINING THE SITE

- A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.
- B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

13. RISK OF LOSS

All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment, and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

14. SUSPENSION OF WORK

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

15. CLEAN UP OF SITE

Before final acceptance of the Work by the City, Contractor shall restore and clean the Work Site, and make permanent or remove all temporary services in accordance with all applicable requirements identified elsewhere herein.

16. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

17. INDEMNIFICATION

- A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.
- B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-contractors of Contractor.

18. INSURANCE

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, the Contractor shall require each of his Subcontractors to procure and maintain, until completion of that Subcontractor's Work, insurance of types and to the limits specified in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and shall state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

19. INTERPRETATION OF SPECIFICATIONS

- A. The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's interpretations and decisions shall be final and conclusive.
- B. The Contractor shall keep one (1) record of all Contract Documents at the Site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the City and shall deliver the record to the City upon completion of the Work.

20. DISPUTED WORK

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon. If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply.

Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

21. NO WAIVER OF LEGAL RIGHTS

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the performance by Contractor in strict accordance with the provisions of the Contract.
- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

22. DEFECTIVE WORK

- A. If, at any time, before final acceptance of the Work, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract. Previous construction of such Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond.

- D. At the request of the City, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.
- E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

23. TOOLS & EQUIPMENT

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

24. TESTING

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

25. PERMITS & FEES

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

26. MISCELLANEOUS

A. Notice:

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

- 1) in writing;

2) delivered (to the addresses listed in this Article 26, below, or such other address as the Parties may provide to each other in writing) by one of the following means:

- (a) by hand;
- (b) by overnight mail service (such as Federal Express); or
- (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To: [Name of Division]	With a copy to: [Name of Division]
Attn: [Contact] [Title]	Attn: [Contact] [Title]
Name of Company	Name of Company
Street Address	Street Address
City / State / Zip Code	City / State / Zip Code
Telephone: (xxx)xxx-xxxx	Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx	Facsimile: (xxx)xxx-xxxx

To CITY:

With a copy to:

City of Vero Beach, Florida
Matthew T. Mitts, P.E., Director
Public Works Department
P. O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 978-4870
Facsimile: (772) 978-4879

City of Vero Beach, Florida
Carol Shoaf, Contract Administrator
1053 20th Place
P.O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 978-5470
Facsimile: (772) 770-6860

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

B. The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

C. Severability

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

D. Choice of Law; Venue

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

E. Attorneys' Fees

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

F. Article Headings For Convenience Only

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

27. GRATUITIES

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

28. PUBLIC RECORDS COMPLIANCE

Contractor's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.

B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub Contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If an CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

E. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to CITY.

F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772) 978-4700, TBURSICK@COVB.ORG OR 1053 20TH PLACE, VERO BEACH, FL 32960.**

29. INVOICE & PAYMENT

In General. The Contractor shall submit invoices for payment due as provided herein with such documentation as required by the City. The City will make payment(s) to the Contractor for the Work in accordance with the applicable provisions of Article VII, Chapter 218, Florida Statutes, "The Local Government Prompt Payment Act" ("Prompt Payment Act"). Invoices and other required documentation shall be submitted to the address provided in the Contract form, or if not provided on said Contract form, by the ordering City department.

Each invoice shall include, at a minimum, the Contractor's name, contact information and reference to the Contract, purchase order, or other City reference.

The City may dispute any payments invoiced or requested by the Contractor in accordance with the applicable provisions of the Prompt Payment Act and any such disputes shall be resolved in accordance with said provisions in conjunction with the City's general appeal process provided in section 2.201, et seq. of the City of Vero Beach Code of Ordinances.

All invoices shall be mailed to:

Accounting Division
City of Vero Beach
Post Office Box 1389
Vero Beach, Florida 32961 1389

CITY OF VERO BEACH, FLORIDA

SUPPLEMENTARY GENERAL CONDITIONS

1. SHOP DRAWINGS

The Contractor shall submit shop Drawings of all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or non-compliance with the Drawings and Specifications.

2. CONFLICTS

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.
- B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

3. COORDINATING WITH OTHER CITY PROJECTS

- A. The City reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.
- B. If any part of the Contractor's Work depends for proper execution or result upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the City of Vero Beach any defects in such Work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's Work as fit and proper for the reception of this Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work under this Contract.

4. UTILITIES AND STRUCTURES RELOCATED, EXISTING AND OTHERS:

- A. General: Existing utilities, structures, and facilities shown on the Drawings were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and structures are shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is required by State law to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation.

Contractor shall notify and coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation for the convenience of the Contractor shall be paid for by the Contractor. Temporary support of adjacent utilities, if required, shall be the responsibility of the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach, Comcast Cable, AT&T, Florida City Gas and other utility companies as may be appropriate in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered that are to remain in place shall be carefully protected from injury or displacement. All damage to such structures is to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. If not repaired within a reasonable time, the City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning and are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

- B. Cooperation with Utility Owners: The Contractor shall cooperate with the owners of other underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

5. APPLICABLE STANDARDS

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Associates
IEEE	Institute of Electrical and Electronic Engineers
OSHA	Occupational Safety and Health Administration
ASME	American Standard of Mechanical Engineers
ANSI	American National Standards Institute
NFPA	National Fire Protection Association
AISC	American Institute of Steel Construction
AWS	American Welding Society
EPA	Environmental Protection Agency
ASTM	American Society of Testing Materials
FDEP	Florida Department of Environmental Protection

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

6. SECURITY OF WORK AREA

Work area must be maintained to allow access to all operating equipment in the construction area.

7. QUALITY OF ITEMS AND WORKMANSHIP

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed by experienced, skilled tradesmen.

8. MATERIALS DISPOSAL AND CLEANUP

The Contractor shall comply with all pertinent local, state and federal and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

9. CONTRACTOR SAFETY

- A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.
- B. Any Contractor personnel not wearing required safety equipment or complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

10. MISCELLANEOUS

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

11. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

12. FORCE MAJEURE

Except as otherwise expressly provided herein, City and Contractor shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (10) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

13. INSPECTION

The City shall at all times have the right to inspect the Work. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, respecting the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

**DRUG-FREE WORKPLACE COMPLIANCE FORM
IDENTICAL TIE BIDS**

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

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

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

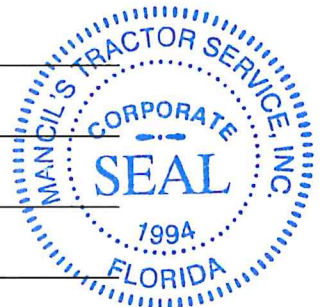
SIGNATURE: _____

Myra Smith

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA }

County of MARTIN }

MYRA SMITH, being first duly sworn, disposes and says that: (Name/s)

- 1. They are VICE PRESIDENT of MANCIL'S TRACTOR SERVICE, INC. the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Myra Smith

(Title) MYRA SMITH, VICE PRESIDENT



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this SEPTEMBER 24, 2019

(Date)

by: MYRA SMITH, VICE PRESIDENT who is personally known to me or who has produced as identification and who did (did not) take an oath.

Wanda Sue Smart

Notary Public

Commission No. GG 200367



BID PROPOSAL

INVITATION TO BID NO: 140-19/JO

To: The City Manager
City of Vero Beach
P.O. Box 1389
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Articles 8-9, of the General Conditions.
2. To begin and complete Work as required in the Notice to Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier the notice stated in Article 16 of the Instructions to Bidders.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



LOCAL BUSINESS CERTIFICATION FORM

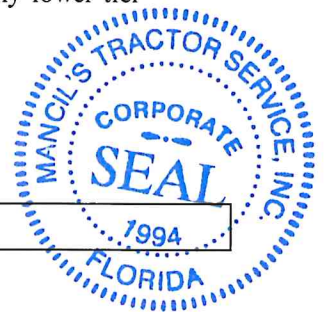
- 1. "Local business" shall mean a business that meets all of the following criteria:
 - (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
 - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
 - (c) Holds any license or competency card required by Indian River County; if applicable; and
 - (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

- 1. Company Name: MANCIL'S TRACTOR SERVICE, INC.
- 2. Address: 8530 SW JAYME WAY, PALM CITY, FL 34990
- 3. If applicable, Contractor License or Competency Card #: CGC 1518859
- 4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.
- 5. If applicable, Business Tax Receipt #: MARTIN CO (1989-275-0670) INDIAN RIVER CO (2018070181
- 6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.
- 7. Phone Number: (772) 288-0951 Fax Number: (772) 288-0983

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: *Myra Smith*

Name and Title: MYRA SMITH, VICE PRESIDENT



VENDOR PLEASE DO NOT COMPLETE BELOW

To be completed by an authorized representative from City of Vero Beach:

Meets definition of Local Business YES NO N/A

If NO, provide reason:

_____ Date: _____

(Authorized Signature)

To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEHAFFEY, TIMOTHY F
MANUAL CONTRACTOR SERVICE, INC
8550 SW JAYME WAY
PALM CITY FL 34990

LICENSE NUMBER: CGC1518859

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 1989-275-0670 Cert
Phone (772)288-0951 Sic No 238910
Location 8540 SW JAYME WAY 3 PC



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
or occupation of LOT GRADING/TRACTOR SERVICE
at location listed for the period beginning on the
10 Day of JULY
AND ENDING SEPTEMBER 30 2020

MANCIL, DON
MANCIL'S TRACTOR SERVICE
8540 SW JAYME WAY BLDG 3
PALM CITY, FL 34990

91 2018 16821.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

RECEIVED
JUL 15 2018

Official Receipt - Indian River County

CDPR103 - Official Receipt

Trans Number	Date	Post Date	Payment Slip Nbr
2018070181	7/3/2018 8:42:39 AM	7/3/2018	CT 9523

MANCIL, JR., DON
 MANCIL'S TRACTOR SERVICE, INC.
 8530 SW JAYME WAY/
 PALM CITY, FL 34990
 9560 GRADING/PAVING (COMMERCIAL), UNLIMITED CONTRACTOR

Payor: MANCIL'S TRACTOR SERVICE, INC.

Fee Information

Fee Code	Description	GL Account	Amount	Waived
19REN	2019 COMPETENCY CARD REN	1-441032-329050	\$50.00	
Total			\$50.00	

Payments

Payment Code	Account/Check Number	Amount
CHECK	29635	\$50.00
Total Cash		\$0.00
Total Non Cash		\$50.00
Total Paid		\$50.00

Memo:

Cashier/location: BLDCR / 1
 User: BLDCR

772-288-0983

Official Receipt - Indian River County

CDPR103 - Official Receipt

Trans Number	Date	Post Date	Payment Slip Nbr
2018070183	7/3/2018 8:43:39 AM	7/3/2018	CT 18045

MYRA S. SMITH
 MANCILS TRACTOR SERVICE INC
 8530 SW JAYME WAY/
 PALM CITY, FL 34990
 9510 DEMOLITION CONTRACTOR

Payor: MANCIL'S TRACTOR SERVICE, INC.

Fee Information

Fee Code	Description	GL Account	Amount	Waived
19REN	2019 COMPETENCY CARD REN	1-441032-329050	\$50.00	
Total			\$50.00	

Payments

Payment Code	Account/Check Number	Amount
CHECK	29635	\$50.00
Total Cash		\$0.00
Total Non Cash		\$50.00
Total Paid		\$50.00

Memo:

Cashier/location: BLDCR / 1
 User:BLDCR

CITY OF VERO BEACH

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: *Myra Smith*

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

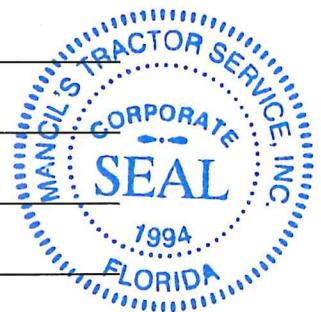
NAME (print): MYRA SMITH

SIGNATURE: _____

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



SCRUTINIZED COMPANY LIST

STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of any amount that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

Handwritten Signature of Authorized Principal(s):

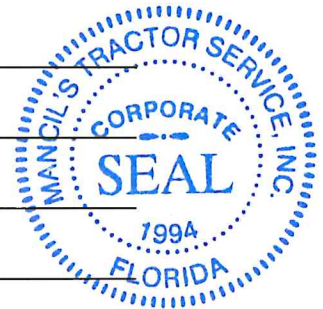
NAME (print): MYRA SMITH

SIGNATURE: *Myra Smith*

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



FIRM CERTIFICATION

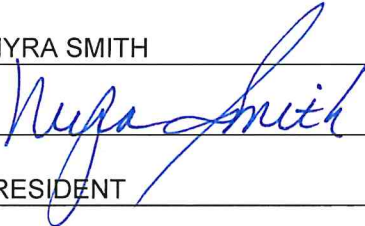
The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for a favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

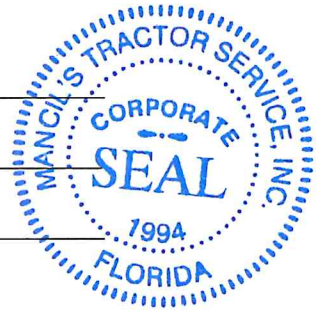
Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: _____



TITLE: VICE PRESIDENT



NAME OF FIRM/PARTNERSHIP/CORPORATION:

MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

24 YEARS

2. What is the last project of this nature that you have completed?

CITY OF VERO STREET RESURFACING, 2017

3. Have you ever failed to complete Work awarded to you; if so, where and why?

NO

4. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

KEN VREELAND (MARTIN COUNTY) Phone (772) 288-5927 Email kvreelan@martin.fl.us

GARY JONES (CAPTEC ENGINEERING) Phone (772) 692-4344 Email gjones@gocaptec.com

LOGAN HUBER (MARTIN COUNTY) Phone (772) 288-5932 Email lhuber@martin.fl.us

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

YES

6. Will you sublet any part of this Work? If so, give details:

YES, MOSLEY & SON CONSTRUCTION INC. - CONCRETE CURBS

COMPLETE STRIPING & SIGNAGE LLC - STRIPING & SIGNAGE

7. What equipment do you own that is available for the Work?

SEE ATTACHED EQUIPMENT LIST

8. What equipment will you purchase for the proposed Work?

NONE

9. What equipment will you rent for the proposed Work?

NONE

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

MANCIL'S TRACTOR SERVICE, INC.
(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

(FLORIDA) CORPORATION

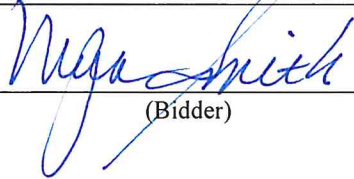
b. The address and phone number of principal place of business is

8530 SW JAYME WAY, PALM CITY, FL 34990

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

DON MANCIL, JR., PRESIDENT

MYRA SMITH, VICE PRESIDENT


(Bidder)



MANCIL'S TRACTOR SERVICE - ON ROAD EQUIPMENT

Y-HAVE TITLE
L-LIEN
E-ELECTRONIC

Revision Date: 7/31/19

	Unit #	Plate	Year	Description	Make	Model #	Serial #
Y	M10	JEAV96	2004	Road Tractor	Western Star	4900FA	5KJJAECK34PM78196
E	M14	BGZJ55	2013	Road Tractor	Peterbilt	388	1XPWP4EX9DD178845
Y	M15	EHIA94	2007	Road Tractor	MACK	CHN 613	1M1AJ07Y57N007231
Y	M10T	C3621Y	2008	Lowboy Trailer	Globe	GTBN503-50-24-GG	1G9BN50348B336595
E	M11T	C1153I	2003	Landoll Trailer	Landoll	660	1LH660WH531B13156
Y	M12T	C1152I	2001	RGN Lowboy Trailer	Trail King	TK110	1TKJ049301M115421
Y	M14T	C1151I	1988	60 Ton Beam Trailer w/ fixed stinger	Landoll	325	1LH325XJ4J1003254
Y	M15T		1999	Spreader/Stinger	Trail King	TK22FA	1TKS00514XB058338
Y	M16T	7847CJ	1999	48' Flatbed Trailer (102" Wide)	DORS		1DTP86Z211XG052955
E	M25	N8231T	2012	DUMP - TRI AXLE	MACK	GU713	1M2AX04C5CM012822
E	M27	N6632T	2012	DUMP - TRI AXLE	MACK	GU713	1M2AX04C1CM012820
Y	M29	N6637T	2014	DUMP - TANDEM OX BODY	Peterbilt	365	1NPSL70X9ED233664
Y	M30	N4782W	2014	DUMP - TANDEM OX BODY	Peterbilt	365	1NPSL70X0ED233665
Y	M31	P2591C	2014	DUMP - TANDEM OX BODY	Peterbilt	365	1NPSL70X7ED233663
L	M32	P0004B	2017	DUMP - TRI AXLE	MACK	GU713	1M2AX13C5HM036987
L	M33	N8940Y	2017	DUMP - TRI AXLE	MACK	GU713	1M2AX13C9HM036989
L	M34	CKW0321	2019	ROLL-OFF	Peterbilt	348	2NP3LJ0X0KM627481
Y	M35	N6475S	2006	Roll-Off (Galbreath Mod U5-OR-174, SN	Sterling	Y113064S	2FZHAZCV06AV43988
L	M36	N7028M	2015	Roll-Off (Galbreath Mod U5-OR-174, SN	MACK	GU813	1M2AX13C6FM028832
L	M37	N6469S	2015	DUMP - TRI AXLE OX BODY	MACK	GU813	1M2AX13C6FM028829
L	M38	N6645T	2015	DUMP - TRI AXLE OX BODY	MACK	GU813	1M2AX13C2FM028830
L	M39	N6470S	2015	DUMP - TRI AXLE OX BODY	MACK	GU813	1M2AX13C4FM028831
L	M41	N4664Z	2017	TRUCK W/ LEEBOY/ROSCO MAX III DIST TANK	PETE/LEEBOY		2NP2HM7X5JM467147
L	M42	P0612A	2018	DUMP - TRI AXLE	MACK	GU713	1M2AX07C5JM040046
L	M43	P0613A	2018	DUMP - TRI AXLE	MACK	GU713	1M2AX07C9JM040051
NEW	M61	LVKX68	2019	PICKUP	FORD	S-DUTY F250	1FT7X2BT0KED35195
NEW	M62	LVKX67	2019	4WD SUPERCAB W/ BOXES	FORD	S-DUTY F250	1FD7X2B67KED96579
Y	M64		2003	MECHANIC'S TRUCK	GMC	7500	1GDM7E1C63F522356
Y	M65	HIZR99	2003	PICKUP	FORD	F250	1FTN7W20F73EA23920
Y	M66	KFPA24	2012	4WD 4DR PICK UP	FORD	F250	1FT7W2BT6CEB93603
Y	M67	JHNB09	2017	4WD 4DR PICK UP	DODGE	RAM 1500	1C6RR7GG4HS807542
Y	M68	JEAX23	2015	SUV	NISSAN	ROGUE	5N1AT2MTXFC766638
L	M70	HVLT81	2016	FLATBED 350	CHEVROLET	SILVERADO	1GB4CYC86GF281385
L	M71	HZAC03	2016	FLATBED 350	CHEVROLET	SILVERADO	1GB4CYC83GF289816
L	M72	IIKS80	2017	STAKE TRUCK	CHEVROLET	SILVERADO 350	1GB3CYCYXHF150487
Y	M73	GJMA93	2016	CAR	KIA	SOUL	KNDJN2A27G7853918
Y	M74	GJLY36	2016	CAR	KIA	SOUL	KNDJN2A26G7287542
L	M75	EW1523	2016	CREW CAB 4X4 F250	FORD	F250	1FT7W2B61GEA96132
L	M76	EHUW68	2016	CREW CAB 4X4 F250 (STILLWELL)	FORD	F250	1FT7W2B6XGEA96131
L	M77	EHUW89	2016	SUPER CAB 4X4 UTILITY BOX	FORD	F250	1FD7X2B66GEA40048
Y	M78	N4814W	2011	Mechanic's Truck EXT WARRANTY FOR REDUCTANT HEATER 11YRS 120,000 MI	FORD	F550 4 x 4	1FDOX5HTXBEA60604
	M79	DLVU93	2014	PICK UP TRUCK	CHEVROLET	SILVERADO	1GCNKP6C4EZ401906
Y	M81	HSQ97	2001	Water Truck (2,000 gal)	International	4700 DT466E AUTO	1HTSCAM11H379183
L	M82	N4767W	2015	Fuel & Lube Truck	Peterbilt	F345 W/ CURRY BDY	2NP3LJ0X1FM304935
E	M83	DGJT51	2014	PICK UP TRUCK	CHEVROLET	SILVERADO	1GCNCP6C3E236802
E	M84	DGJT45	2014	PICK UP TRUCK	CHEVROLET	SILVERADO	1GCNCP6C7E2270113
E	M85	N7002M	2014	Mechanic's Truck EXT WARRANTY FOR REDUCTANT HEATER 11YRS 120,000 MI	Ford	F550	1FDUF5HT9EEB81410
L	M86	DABW70	2015	9.5' Flat Bed Truck (White) EXT WARRANTY FOR REDUCTANT HEATER 11YRS 120,000 MI	Ford	F350	1FD8W3HT0FEA71997
Y	M87	186QCE	1997	Ford Pickup Truck	Ford		1FTHF36G7VEC45600
Y	M89	HNZZ67	1999	Pickup Truck	Ford	F-350	1FTWX33F2XEE51855
Y	M90	KCKN93	2005	Pickup Truck	Ford	F-250 XL	1FTNF20525EB82886
Y	M91	CDMS77	2005	PICKUP TRUCK	FORD	F-250	1FTSX21P45EC31246
Y	M92	CDQB40	2001	PICKUP TRUCK	TOYOTA	TACOMA	5TEHN72N71Z735906
L	M93	JYBE37	2018	PICKUP TRUCK (Stillwell)	FORD	F-250 4WD CREW	1FT7W2BT0JEC87408
E	M95	Y65CPE	2006	Pickup Truck	Ford	F-250	1FTSX20586EA44285
Y	M97	JEA V98	2007	Utility Truck 6.0L Diesel 4WD	Ford	F-350	1FDWF36P77EB12639
Y	M98	JEA V99	2005	Flatbed Crew Cab	Ford	F-550	1FDAW56P65EC20821
Y	M99	VNT94	2009	P/U Truck Supercrew	Ford	F-150 4x4	1FTRW14819FA99403
Y	M100	JJRS55	2001	Water Truck (2,000 gal)	Sterling	M7500	2FZAAKAK21AH63954, SN3031 Pump
Y	M102		1996	WATER TRUCK DIESEL	CHEVROLET		1GBM7H1J6TH107088
Y	TL-38	960TTE	2007	Prime Wagon	Leeboy	L500T	250T50044178 (1B9D515225D309178)
E	TL-39	KBFN03	1999	Tack Wagon	Leeboy	n/a	NOVIN0200313262
E	TL-47 Dad's		2005	Flatbed Equipment Trailer / Tandem Axle	Better Built	6-Ton	4MND182151000658
Y	TL-48	427PQT	2001	Gooseneck Trailer / Tandem Axle	Roll		1R9GD30221M356414
E	TL-49	LMMQ54	2005	Flatbed Equipment Trailer / Tandem Axle	DMB	7 X 20 EQ	1D907X2078D536264
Y	TL-55	ACRE62	2010	Flatbed Trailer 10,400#GVW	Load Trail	83"x20'	4ZECH2023A1072787
E	TL-57	HPAA52	2016	TRAILER (FOR CORE DRILLER)	TRIPLE CROWN	5'X8' UTILITY TRLR	1XNHDS5X81G1069405
E	TL-58	IF75GU	2017	TRAILER GVWR 14,000#, EMPTY 2,800#	RORU	82"x 20' OPEN TRAILER	1Z9BE2023HF147604
Y	TL-59	ILDM96	2017	TRAILER GVWR 14,000#, EMPTY 2,800#	RORU	82"x 20' OPEN TRAILER	1Z9BE2020FH147625

RICK'S TRUCKS

M88	CPAP51	2013	Super Duty SRW	Ford	F-250	1FT7W2BT1DEA83589
M101	BYRV26	2011	Flat Bed Truck	Dodge	RAM 3500 HD	3D6WZ4CL5BG568461

MANCIL'S TRACTOR SERVICE - OFF ROAD EQUIPMENT

Revision Date: 8/12/19

UNIT #	YEAR	MAKE & MODEL	SERIAL #
M102	2004	Komatsu D41P-6C Dozer	B40176
M103	2005	Komatsu D31PX-21A Dozer	50811
M104	2012	Komatsu D61PX-15E0 Dozer	45798
M105		Caterpillar D6N Dozer	PBA00658
M106		Caterpillar D6C (1979) Dozer	10K7869
M107		Caterpillar D5GXL	WGB03090
M108		Caterpillar D5K2 LGP Dozer	KYY01559
M109	1977	Caterpillar D6D Dozer w/ Rear Ripper	4X973
M110	2015	CATERPILLAR D6K2 DOZER W/ REAR RIPPER	RST01883
M111		CATERPILLAR D6NLGP DOZER	DJY01136
M112	2008	CATERPILLAR D6NLGP DOZER	DJY00343
M113	2018	CATERPILLAR D6K2LGP DOZER	EL700353
M114		KOMATSU D61PXi-24 DOZER	40768
M201	1992	Caterpillar 120G Grader	Model SN: 87V09505, /Engine SN: 07Z27841
M204	2006	Caterpillar 135H Grader	0135HECBC00265
M205	2007	Caterpillar 12H Grader	AMZ1272
M206	2013	Caterpillar 12H Grader	AMZ01058
M207		CATERPILLAR 140H MOTOR GRADER	APM02609
M208		CATERPILLAR 12H GRADER	CAT0012HV4XM03342
M302		JOHN DEERE 624H LOADER	DW624HX578418
M304	2001	Komatsu WA250-3MC Loader (@ TREE FARM)	A71457
M306	2014	Hyundai HL757-9 Wheel Loader	HLM04PE0000148
M307	2002	John Deere 624H Loader	DW624HX582575
M308		JD 544J Wheel Loader	DW544JZ598426
M309	2006	Komatsu WA250-5L Loader	A74152
M310	2006	Caterpillar 928G Loader	DJD02303, Bucket 141-2303
M311	1996	Caterpillar 950F II Loader	5SK02237
M314	2011	Komatsu WA250-6 Loader	76342
M315	2009	John Deere JD644J Loader	DW644JX612555
M317		Caterpillar 938GII Loader	CRD01429
M318		Komatsu WA270-7 Loader	80546
M319	2014	CAT 930K Loader	RHN03455
M351		CATERPILLAR 950K WHEEL LOADER (ASPHALT PLANT)	R4A00733
M352		CATERPILLAR 930K WHEEL LOADER	RHN02651
M353	2013	JOHN DEERE 544K WHEEL LOADER 12 MO EXTENDED WARRANTY FROM 7/11/18	1DW544KZADE653060
M354		KOMATSU WA270-8 WHEEL LOADER LEASE 3 YRS 8/1/18-8/1/21	83910
M323	2012	Kubota SVL75WC Track Loader	11336 (Bucket #S6612)
M325	2013	CAT 299D SKID STEER	0299DJHCL00797
M326	2016	Kubota SVL95-2S CTL/17.7"Rubber Tracks/Canopy	32807
M327	2017	Bobcat T590 T4 Compact Track Loader	ALJU22637
M328	2017	BOBCAT T650 T4 COMPACT TRACK LOADER	ALJG20184
M329	2017	CATERPILLAR 262D SKID STEER	DTB05720-EQ0057773
M330	2019	CATERPILLAR 289D TRACK LOADER (SKID STEER)	TAW10178
M403	2006	John Deere 310SG Loader/Backhoe	T0310SG960863, Engine# 4045TT089
M505		Caterpillar AP-600D Paver	TFZ00297, Screed SN: JJN00504
M506	2017	ROADTEC RP-190 10' RUBBER TIRE ASPHALT PAVER	
M507	2018	WEILER P385B ASPHALT PAVER	P385B-2485
M607	2006	Ingersoll Rand SD45-DTF Roller - Vibratory	184322 (Linder #22538)
M609	2007	LeeBoy 420 Roller - Traffic	49318 - 70781
M610	2005	Caterpillar CS-423E Roller - Vibratory	BWG00173
M611		Ingersoll Rand DD-24 Roller - Vibratory	178371
M612	2009	Sakai SW652ND Roller - Vibratory	ISW47-20123
M613	2011	Hamm 3410 Roller - Vibratory	H1791506
M614	2013	Hamm 3307VIO Roller - Smooth Drum	H1890633
M615		Caterpillar CS5663E 84" Roller	CNG01748
M616		CASE DV45 Roller	NERT40462
M617	2005	BOMAG BW11RH 9 WHEEL PNEUMATIC ROLLER W/ SPRINKLER SYS	901A22202156
M618	2007	CAT CS56 ROLLER	C5S00159
M619		CAT CB54 ASPHALT COMPACTOR	K3J00276
M620	2015	BOMAG BW11RH-5 PNEUMATIC ROLLER	101538701030
M621		HAMM 310 SMOOTH DRUM ROLLER	H1792083

M622	2004	CAT CS-433E ROLLER	ASR00202
M704		BOMAG MPH100 MIXER	85893
M705		Caterpillar SS250 Soil Stabilizer	6DD00028
M706	2012	WIRTGEN W200 MILLING MACHINE	1220 0280
M404		Komatsu PC35MR-1 Mini Excavator	4237
M405	2015	CAT 305.5 MINI EXCAVATOR	EJX00731, BUCKET SN: EQ16187
M820	2017	BOBCAT E63 MINI EXCAVATOR - COMPACT W/ HYD CLAMP	B34R11586, AJBV02061
M800	1993	Kobelco / Jewel Manf. SK220LC3 / Boom ER22060 Trackhoe / Long Reach	LLU0744 / Boom Serial Number 220ER193 /
M807	2008	Caterpillar 324DL Trackhoe	JJG00751
M811		Daewoo SL220LC-III Long Stick Trackhoe	1737
M812	2012	Komatsu PC360LC-10 Trackhoe	A32673
M814		Caterpillar 330DL (Not Long Reach) Trackhoe	B6H00219
M815		Case CX135 Trackhoe	NBSAE7292
M816	2014	Komatsu PC290LC-10 Excavator	A25410
M817	2006	CAT 325DL Excavator	PAL00321
M818	2013	CAT 336EL EXCAVATOR	JRJ00245
M819		CASE CX135SR Excavator	NASAE7185, Bucket SN:42997
M821	2017	KOMATSU PC210LC-11	C80257
M823		Komatsu PC210LC-11 Hyd Excavator	500435
M822		KOMATSU PC490LC-11	A41152
M824	2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	RKB20750
M902	1996	Ford 250C Tractor - Box Blade	BD75364
M903	1998	New Holland 545D/DD5PW2 4WD Tractor - Box Blade	4440994
M904	2000	Ford 3930 Tractor - Box Blade	116895B
M907	2007	New Holland TC45A / 4 X 4 Tractor - Box Blade	Z7DB04369
M912		New Holland Powerstar T4.75 Tractor 4WD ROPS Turf Tier, 6.5' Box Blade, 84" Box Blade	ZHAH51240 Box Blades: 11723; 10911
M906	1993	Ford 250C / CU5PW2 Tractor - Broom	BD51539
M908		Lay-Mor Model 8HC Power Sweeper	31699 (Kubota SN 6A7041)
M909	2012	Kubota Sweepster MX5100F w/ CH7 Tractor w/ Broom	14109
M911	2014	KUBOTA SWEEPSTER MX5200F W/ SMITH CHALLENGER 7' FRT BROOM	10276, BROOM, K2-337
M910		KUBOTA M126XDTPC TRACTOR, 3815 BUSHHOG MOWER	TRACTOR 50171; BUSHHOG 12-00187
M913	2011	KUBOTA TRACTOR M9540HDC-1, CAB-A/C, 4WD W/ 2015 8' BUSHHOG 3 PT HITCH ROTARY CUTTER 3008R1	TRACTOR 86614; BUSHHOG 18222
M914	2018	KUBOTA M6S-111SDSC2 4WH CAB TA W/ SW SFT PLS TRN DUAL PT	51373
M1001	1981	Ford F-600 Water Truck	DNF60H3BVA07944
M1002		1995 Ford L8000 Water Truck	1FDYW82E4TVA15418
M1004	AXWY04	Blue Fuel Lube Truck Ford F350 83 FORD Blue Service Trk	1FDKF3715DNA15962
M1006		Military Truck	
M1100		D400 8" Hydraulic Trash Pump Hydraulic Water Pump	
M1101	n/a	Holland Pump Mfg. 6" Hydraulic Trash Hydraulic Water Pump	H25-D-646
M1105		Holland Pump Mfg. 12" Hydraulic Submersible Trash Pump w/ 10" discharge Hydraulic Water Pump	Pumphead: SN: H-12TA-5090 John Deere 6068T-751
M1111		JD D8S 4045T-1401, PUMPHEADS H8TA-5465 W/ 1"&1-1/4"x50 HOSE	D8S-4045T-1401, H8TA-5465
M1102	2007	4000 P.S.I. Pressure Washer w/ GX390 EZ Series 44 Honda 13HP	EZ4040G GCAKT-1207678
M1104		Wacker DPU554SHE Reversible Vibratory Plate Tamp - Diesel	10284956
M1106	NO TAG	Champion Model 1000 Welder w/ Trailer	3617300341
M45	NO TAG	HOBART WELDER	L3370072H
M1109	2012	North Star Power Washer	
M1110	2017	BOBCAT HYDRAULIC CLAMP (GRAPPLE)	AJBV02061
M1200	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00670
M1201	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00671
M1202	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00707
M1208	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00709
M1210	1986	Caterpillar 613C Elevating Scraper	092X02423 Tractor, 93X01103 Pan
M1211	1996	Caterpillar 613C Elevating Scraper	8LJ01398 Tractor, X93X03340X Pan
M1301		Toyota Forklift Model 7FGU30	60068

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mancil's Tractor Service, Inc.

(hereinafter called Principal)

North American Specialty
and Insurance Company (hereinafter called the Surety), with its principal offices in the City of
Manchester NH and authorized to do business in the State of Florida, are held and firmly bound unto
City of Vero Beach as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of the Amount Bid Dollars (\$ 5%)

for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Bid for:

Bid # 140-19/JO - City of Vero Beach Annual Street Resurfacing
and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 24th day of September, 2019.

Myra Smith
Principal Seal

Myra Smith, Vice President
Title

Sue Smart
Witness



North American Specialty Insurance Company
Surety Seal

Kevin Wojtowicz
Title Kevin Wojtowicz, Attorney-in-Fact

Jennifer Stephens
Witness Jennifer Stephens

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN R. NEU, LAURA D. MOSHOLDER, KEVIN WOJTOWICZ, DANIEL OAKS, DAVID HOOVER and DON BRAMLAGE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 8th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of September, 2019.

**FORM OF AGREEMENT
BID NO. 140-19/JO
ANNUAL STREET RESURFACING**

THIS AGREEMENT made and entered into as of the _____ day of _____, 2019, by and between

NAME OF CONTRACTOR: C.W. Roberts Contracting, Inc (Formerly Mancil's Tractor Service, Inc.)

ADDRESS OF CONTRACTOR: 8530 SW Jayme Way

CITY, STATE, ZIP CODE: Palm City, FL 34990

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK - The Contractor shall perform all the Work as described in the Documents entitled "**BID NO. 140-19/JO ANNUAL STREET RESURFACING**" for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

Article 2. TERM AND RENEWAL - The term of this Contract shall begin on the date of the last signature by the City of Vero Beach and remain in effect for two (2) years. This contract, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) one- (1) year periods. The City Manager is authorized to renew this Contract subject to satisfactory performance, zero cost increase, vendor acceptance, and the determinations that renewal of this Contract is in the best interest of the City.

A monthly Bituminous Materials adjustment only, as per FDOT Specifications, will be made. No Fuel or other adjustments will be made.

Annual renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications.

Article 3. COMMENCEMENT AND COMPLETION - The Contractor shall commence Work under this Contract within Ten (10) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the Work within timeframe specified in each TASK

In order to accomplish the work described under this Contract a TASK ORDER shall be issued and each TASK ORDER within the timeframes and conditions set forth in this Contract and such TASK ORDER, Contractor agrees to observe the following requirements:

The specific scope of services to be provided by CONTRACTOR shall be defined in each individual TASK ORDER prepared and approved by CITY. Each TASK ORDER shall include the project description, the scope of services to be provided by CONTRACTOR, CITY's responsibilities, the time of performance, and amount of compensation. TASK ORDERS shall be dated and sequentially numbered, and approved by CITY prior to a notice-to-proceed order being issued. Each TASK ORDER shall be deemed to incorporate and be subject to this Contract.

CONTRACTOR's work shall commence only upon written authorization in the form of a notice-to-proceed order issued by CITY separate from this Contract and any TASK ORDER. After issuance of a TASK ORDER and written authorization to proceed, CONTRACTOR shall consult with CITY to clarify and define CITY's requirements for the project and review all available data. CONTRACTOR shall obtain all permits required for performance of the work necessary to complete the project described in the applicable TASK ORDER.

Article 4. ESTIMATED CONTRACT VALUE - The following is the estimated budgeted amount for street resurfacing:

FY 19/20	\$500,000
FY 20/21	\$500,000
FY 21/22	\$600,000
FY 22/23	\$625,000

Article 5. PROGRESS PAYMENTS - The City will make progress payments, based on a calculated percentage of Work which the Contractor has completed. The City shall make such payments on or about the 10th of each month for the previous month's Work, so long as Contractor has submitted an Estimate for Progress Payment.

The City will certify all requests for progress payments before presenting them to the City Finance Department for payment.

Article 6. FINAL PAYMENT - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

Article 7. INDEMNIFICATION AND INSURANCE - The Contractor shall indemnify City, as provided in Article 17, General Conditions, and procure and maintain insurance provided in Article 18, General Conditions, and Attachment "Insurance Requirements" and, to the extent required in said Articles or Attachment, require any and all Subcontractors to do the same.

Article 8. GUARANTEES - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices, and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the Work completed under this Contract. The Contractor shall also obtain and guarantee by Performance Bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to the Contractor through the period of one (1) year after date of final acceptance of the Work completed under this Contract.

Article 9. LIQUIDATED DAMAGES - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that the Contractor fails to complete the Contract by the Completion Date, hereby agree that the Contractor shall pay, as liquidated damages, the sum of Two Hundred and no/100 (\$200.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete the Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

Article 10. CONTRACTOR'S REPRESENTATIONS - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.
- B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.
- C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.
- D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

- E. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the Site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including other revisions specified elsewhere herein.

- F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

Article 11. CONTRACT UNIT PRICES - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

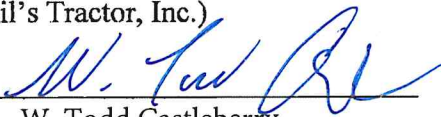
TITLE: BID NO. 140-19/JO ANNUAL STREET RESURFACING

WITNESSED BY:

Sign: 
Print: Maureen Saltzer

Sign: _____
Print: _____

C.W. Roberts Contracting, Inc (Formally Mancil's Tractor, Inc.)

Sign: 
Print: W. Todd Castleberry
Title: Vice President

Sign: _____
Print: _____
Title: _____

(CORPORATE SEAL)

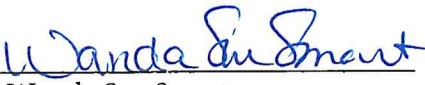
STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 29th day of October, 2019, by W. Todd Castleberry as Vice President, and _____ as _____, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

Sign: 
Print: Wanda Sue Smart
State of Florida at Large (seal)
Commission No.: GG 200367
My Commission Expires: 04/25/2022

HOSFORD OFFICE
P.O. Box 188
Hosford, Florida 32334
Phone: (850) 379-8116 • Fax: (850) 379-8188

FREEPORT OFFICE
160 Industrial Park Road
Freeport, Florida 32439
Phone: (850) 835-3500 • Fax: (850) 835-3519

WILDWOOD OFFICE
4208 County Road 124-A
Wildwood, Florida 34785
Phone: (352) 330-2540 • Fax: (352) 330-2609

PANAMA CITY OFFICE
1603 Bay Avenue
Panama City, Florida 32405
Phone: (850) 769-6640 • Fax: (850) 769-7775



CORPORATE OFFICE
3372 Capital Circle NE
Tallahassee, Florida 32308
Phone: (850) 385-5060 • Fax: (850) 385-5420

PLANT CITY OFFICE
2102 Jim Johnson Road
Plant City, Florida 33566
Phone: (813) 756-2009 • Fax: (813) 659-4436

OKEECHOBEE OFFICE
806 NW 9th Street
Okeechobee, Florida 34972
Phone: (863) 763-7373 • Fax: (863) 763-7379

PALM CITY OFFICE
8530 SW Jayme Way
Palm City, Florida 34990
Phone: (772) 288-0951 • Fax: (772) 288-0983

GULF COAST TERMINAL
122 South Center Avenue
Panama City, Florida 32401
Phone: (850) 769-7513 • Fax: (850) 769-7594

October 28, 2019

City of Vero Beach
Attention: Carol S. Shoaf, Contract Administrator
P.O. Box 1389
Vero Beach, FL 32961-1389

RE: Agreement / Bid No. 140-19/JO for Annual Street Resurfacing (the "Agreement")

Dear Ms. Shoaf:

On October 1, 2019, C.W. Roberts Contracting, Incorporated acquired substantially all of the assets of Mancil's Tractor Service, Inc. In connection with the acquisition, Mancil's assigned to us, and we agreed to assume, all of Mancil's rights and obligations remaining under its outstanding project contracts, including the Agreement referenced above. At your request, we are submitting this letter to confirm that we are aware of the terms of the Agreement and are assuming all of Mancil's performance obligations and other aspects of the Agreement. In addition, we understand that you require a new cover page and signature page in order to effectuate the assignment and assumption of the Agreement, which we are submitting concurrently with this letter.

Should you have questions or need additional information, please contact Sue Smart, Contract Administrator, at ssmart@cwrcontracting.com or (772) 288-0951. We look forward to working with you, and we appreciate your attention to this matter.

Sincerely,

C.W. Roberts Contracting, Incorporated

A handwritten signature in blue ink that reads 'Robert P. Flowers'.

Robert P. Flowers, President

TITLE: BID NO. 140-19/JO ANNUAL STREET RESURFACING

ATTEST:

Sign: Tammy K. Bursick
Print: TAMMY K. BURSICK
Title: City Clerk

CITY OF VERO BEACH:

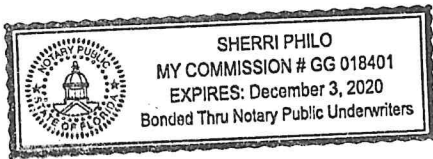
Sign: Anthony W. Young
Print: ANTHONY W. YOUNG
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 27th day of November, 2019, by Anthony W. Young, Mayor of the City of Vero Beach, and attested by Tammy K. Bursick, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: Sherril Philo
Print: Sherril Philo
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____



ADMINISTRATIVE REVIEW

(For Internal Use Only – Sec. 2-77 COVB Code)

Approved as to technical requirements:

Matthew Mitts 11-21-19
Matthew T. Mitts, P.E. Date
Director of Public Works

Approved as conforming to municipal policy:

Monte K. Falls 11/26/19
Monte K. Falls, P.E., City Manager Date

Approved as to form and legal sufficiency:

John S. Turner 11/25/19
John S. Turner, City Attorney Date

Approved as to budget sufficiency:

Cynthia D. Lawson 11/22/19
Cynthia D. Lawson, Director of Finance Date

CITY OF VERO BEACH
REVISED BID SCHEDULE
ANNUAL STREET RESURFACING CONTRACT
PUBLIC WORKS PROJECT NO. 2019-13
BID NO. 140-19/JO

<u>Item</u>	<u>Division I - Milling and Resurfacing</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
1.	Asphalt Resurfacing - FDOT, SP 9.5 - less than 25 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$225.00 /Tn	\$235.00 /Tn
2.	Asphalt Resurfacing - FDOT, SP 9.5 - 25 to 99 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$175.00 /Tn	\$185.00 /Tn
3.	Asphalt Resurfacing - FDOT, SP 9.5 - 100 to 299 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$145.00 /Tn	\$150.00 /Tn
4.	Asphalt Resurfacing - FDOT, SP 9.5 - over 300 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$120.00 /Tn	\$125.00 /Tn
5.	Milling Existing Pavement - less than 2,000 S.Y.	includes cleanup and removal	\$5.00 /SY	\$5.50 /SY
6.	Milling Existing Pavement - 2,000 - 9,999 S.Y.	includes cleanup and removal	\$4.00 /SY	\$4.50 /SY
7.	Milling Existing Pavement - over 10,000 S.Y.	includes cleanup and removal	\$3.00 /SY	\$3.25 /SY
8.	Night Work	Cost per Ton Increase	\$10.00 /Tn	\$10.00 /Tn
9.	TACK FOB per Gallon	FOB Gallon	\$15.00 /gal	
10.	Hot Asphalt for Pick Up FOB at Plant SP 9.5 or S-3	For Pick up	\$75.00 /Tn	
11.	Striping			
	a. Temporary Striping	Vendor Schedules & Provides	\$ 2.00 /LF	
	b. Mobilization Fee Temporary Striping	Lump Sum	\$ 900.00	

BID SCHEDULE CONTINUED

Item

<u>No.</u>	<u>Division II - Concrete Curb & Sidewalk</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
12.	Remove Existing Curb or Curb & Gutter:			
a.	Type F Curb and Gutter	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
b.	Type D Header Curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
c.	Miami curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
13.	Construct Curbing:			
a.	Type F Curb and Gutter	less than 99 ft.	\$30.00 /LF	\$30.00 /LF
		100 to 300 ft.	\$28.00 /LF	\$28.00 /LF
		over 300 ft.	\$27.00 /LF	\$27.00 /LF
b.	Type D Header Curb	less than 99 ft.	\$26.00 /LF	\$26.00 /LF
		100 to 300 ft.	\$24.00 /LF	\$24.00 /LF
		over 300 ft.	\$23.00 /LF	\$23.00 /LF
c.	Miami curb	less than 99 ft.	\$31.00 /LF	\$31.00 /LF
		100 to 300 ft.	\$26.00 /LF	\$26.00 /LF
		over 300 ft.	\$25.00 /LF	\$25.00 /LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	\$33.00 /LF	\$33.00 /LF
		100 to 300 ft.	\$28.00 /LF	\$28.00 /LF
		over 300 ft.	\$27.00 /LF	\$27.00 /LF

BID SCHEDULE CONTINUED

Work under this Contract includes all labor, materials, equipment, supervision, services and incidentals necessary to perform this contract.

Firm Name: MANCIL'S TRACTOR SERVICE, INC.

Address: 8530 SW JAYME WAY

City & State: PALM CITY, FL Zip: 34990

Telephone: (772) 288-0951 Fax: (772) 288-0983

E-Mail: rslone@mancils.com Terms: _____

Name, Printed: MYRA SMITH Signature: 

Title: VICE PRESIDENT Date: 09/24/2019



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>All parties where required by written contract. This insurance is primary and non-contributing with any other insurance where the written contract requires that this insurance be primary and non-contributory. When the insurance provided by this endorsement is primary and non-contributory, we will not see any contribution from any other insurance policy available to the additional insured on which the additional insured is a named insured.</p>	<p>Operations at locations which are the subject of written contracts for liability arising out of "your work" for the person or organization named.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by written contract. This insurance is primary and non-contributing with any other insurance where the written contract requires that this insurance be primary and non-contributory. When the insurance provided by this	Completed operations at locations which are the subject of written contracts for liability arising out of "your work" for the person or organization named.
endorsement is primary and non-contributory, we will not seek any contribution from any other insurance policy available to the additional insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURANCE REQUIRED

Construction Contracts
Revised 09/13/2018

A. In General

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance coverage of the types listed below with limits of no less than those specified.

The contractor shall require each of its subcontractors to procure and maintain, before starting and until completion of the subcontractor's work, insurance coverage of the types listed below with coverage limits of no less than those specified. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The contractor shall promptly obtain and provide to the City, upon the City's request, evidence of any subcontractor's insurance, which evidence shall be in the form of a certificate of insurance as required herein for the contractor.

B. Coverage

The types and amounts of insurance coverage shall meet or exceed to the following minimum requirements:

1. Workers' Compensation

\$1,000,000 each accident
\$1,000,000 bodily injury by disease each employee
\$1,000,000 bodily injury by disease policy limit

If any operations are to be undertaken on or about navigable waters, coverage shall be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

2. Commercial General Liability

\$1,000,000 Per occurrence
\$1,000,000 Personal/advertising injury
\$2,000,000 Products/completed operations aggregate
\$2,000,000 General aggregate
\$100,000 Damage to Rented Premises (each occurrence)
\$5,000 Medical expense any 1 person

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office (ISO).

3. Business Auto Policy

\$1,000,000 /combined single limit (CSL)

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office (ISO).

4. Umbrella

\$1,000,000 per occurrence.

C. Policy Endorsements

The contractor's policies of insurance for commercial general liability and business auto liability shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured. The contractor shall cause additional insured endorsement(s), containing language no less restrictive than ISO Form CG 20 10 11 85 (or if any update to CG 20 10 11 85, then CG 20 37 04 13 would also be required) and acceptable to the City, to be provided to the City before operations are commenced and as a condition of awarding the contract. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause endorsement(s) for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

D. Certificates of Insurance

The contractor shall cause a certificate(s) of insurance to be provided to the City for all of contractor's insurance coverage, in a form acceptable to the City, before operations are commenced and as a condition of awarding the contract. Certificates shall state the types of coverage provided, limits of liability, and expiration dates. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause certificate(s) of insurance for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

E. Contractor Insurance Primary; City Insurance Non-Contributing

The contractor's insurance and its subcontractor's insurance in all instances shall be primary. Any insurance policy or coverage that may be maintained by the City shall be in excess of and shall not contribute with the contractor's insurance or its subcontractor's insurance.

F. Insurance Approval

All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

G. Failure to Maintain Insurance

The responsibility and obligation to provide and maintain insurance in the forms, types, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely the contractor's, which responsibility and obligation continues throughout performance of the contract and until such time as the work is finally accepted by the City. Failure of the contractor to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk, and a material breach of the contract which can result in immediate termination and in the contractor being liable for the full amount of all claims and losses incurred by the City due to the contractor's failure to maintain insurance or the policy endorsements.



Electronically Certified Official Record

Agency Name:	Indian River County Clerk of the Circuit Court and Comptroller
Clerk of the Circuit Court:	The Honorable Jeffrey R. Smith
Date Issued:	11/15/2019 12:10:37 PM
Unique Reference Number:	BAA-CABIBFBBBFEFAB-BCAGB- DBCABJAAGGJHF-CDDDA-B
Instrument Number:	3120190066975
Requesting Party Code:	20181511154501
Requesting Party Reference:	young.brandon8953@yahoo.com

CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Jeffrey R. Smith, Indian River County Clerk of the Circuit Court and Comptroller, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Indian River Clerk of the Circuit Court. The document may have redactions as required by law.

HOW TO VERIFY THIS DOCUMENT

This document contains a Unique Reference Number for identification purposes and a tamper-evident seal to indicate if the document has been tampered with. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. You can also verify this document by scanning the QR code or visiting <https://Verify.Clerkcertify.com/VerifyImage>.

**The web address shown above contains an embedded link to the verification page for this particular document.



Bond No. 30084815 / 016221298

Contract No. _____

PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, CW Roberts Contracting, Inc. (hereinafter "Contractor"), of
(contractor legal name)

3372 Capital Circle NE, Tallahassee, FL 32308, (772) 288-0951,
(address) (city, state, zip) (telephone number)

as principal, and Western Surety Company and Liberty Mutual Insurance Comany (hereinafter "Surety"), of
(surety legal name)

151 N. Franklin Street Chicago, IL 60606 312-522-5000,
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20th Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772- _____, as obligee,
(telephone number)

in the sum of Five hundred thousand dollars and zero cents Dollars \$ 500,000.00 _____),
(100% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and
receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the 14th day of November 2019, entered into a

contract with City for City of Vero Beach Annual Street Resurfacing (bid # 140-19/JO)
(general description of the improvement or work)

located and identified as Various locations in the City of Vero Beach
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders thereunder
(hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and



Unique Code: BAA-CABIBI-BBBI-FFAB-BCAGB-DBCABJAAAGGJHF-CDDDA-B Page 1 of 6

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, which ever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS 14th day of November, 2019.

Witnesses as to Contractor:

ATTEST:

Sherris Lewis
Print Name: Sherris Lewis

Scott Porcaro
Print Name: Scott Porcaro

CONTRACTOR (Principal):

CW Roberts Contracting, Inc. (SEAL)
Full Legal Name of Contractor

Signature: W. Todd Castleberry
Print Name: W. Todd Castleberry

As its: Vice President
Title

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 14th day of November, 2019,
by W. Todd Castleberry as Vice President for
(Name) (Title)

CW Roberts Contracting, Inc.
(Full Legal Name of Contractor)



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

Wanda Sue Smart
NOTARY PUBLIC
Print Name: Wanda Sue Smart
My Commission Expires:

Witnesses as to Surety:

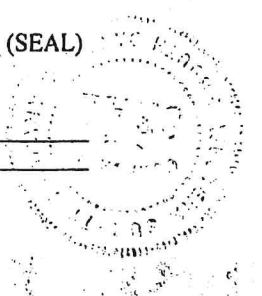
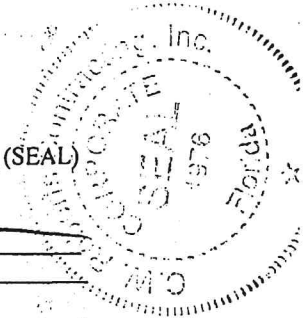
Thomas J. Gentile
Print Name: Thomas J. Gentile

Alexis Benton
Print Name: Alexis Benton

SURETY:

Western Surety Company and Liberty Mutual Insurance Company (SEAL)
Full Legal Name of Surety

Signature: Renee Ellis
Print Name: Renee Ellis
As its Attorney-in-Fact



Unique Code: BAA-CABIBF-BBBFEFAB-BCAGB-DBCABJJAAGGJHF-CDDDA-B Page 3 of 6

STATE OF Alabama
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this day of November, 2019,
by Renee Ellis as Attorney-in-Fact for
(Name) (Title)
Western Surety Company and Liberty Mutual Insurance Company
(Full Legal Name of Surety)

Billie Jo Sanders
NOTARY PUBLIC
Print Name: Billie Jo Sanders
My Commission Expires:

Witnesses as to Agent:

Natalie Sammons
Print Name: Natalie Sammons
Marti Anderson
Print Name: MARTI ANDERSON

COUNTERSIGNATURE: (Agent)

Signature: Alan Douglas Moore
Print Name: Alan Douglas Moore

As: Florida Licensed Resident Agent
Title

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of October, 2019,
by Alan Douglas Moore as Florida Licensed Resident Agent for
(Name) (Title)
Western Surety Company and Liberty Mutual Insurance Company
(Full Legal Name of Surety)

Carol A. Cooper
NOTARY PUBLIC
Print Name: CAROL A. COOPER
My Commission Expires:



CAROL A. COOPER
Notary Public, State of Florida
My Comm. Expires July 22, 2021
Commission No. GG 102922

ID Produced N/A
or Personally Known
Oath Given/Not Given

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton Kopf III, Individually A

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201183-016010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott, Jr.

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary



State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of



By: Renee C. Llewellyn, Assistant Secretary

Unique Code: BAA-CABIBFBFFBFFAB-BCAGB-DBCABJAAGGJHF-CDDDA-B Page 6 of 6

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 30084815 / 016221298

Contract No. _____

PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, CW Roberts Contracting, Inc. (hereinafter "Contractor"), of
(contractor legal name)

3372 Capital Circle NE, Tallahassee, FL 32308, (772) 288-0951,
(address) (city, state, zip) (telephone number)

as principal, and Western Surety Company and Liberty Mutual Insurance Comany (hereinafter "Surety"), of
(surety legal name)

151 N. Franklin Street Chicago, IL 60606 312-522-5000,
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20th Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772- _____, as obligee,
(telephone number)

in the sum of Five hundred thousand dollars and zero cents Dollars \$ 500,000.00 _____),
(100% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the 14th day of November 20 19, entered into a contract with City for City of Vero Beach Annual Street Resurfacing (bid # 140-19/JO)
(general description of the improvement or work)

located and identified as Various locations in the City of Vero Beach
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, whichever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS 14th day of November, 2019.

Witnesses as to Contractor:

ATTEST: [Signature]

Print Name: Sherri Lewis

[Signature]
Print Name: Scott Porcaro

CONTRACTOR (Principal):

CW Roberts Contracting, Inc. (SEAL)
Full Legal Name of Contractor

Signature: [Signature]
Print Name: W. Todd Castleberry

As its: Vice President
Title

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 14th day of November, 2019,

by W. Todd Castleberry as Vice President for
(Name) (Title)

CW Roberts Contracting, Inc.
(Full Legal Name of Contractor)



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

[Signature]

NOTARY PUBLIC
Print Name: Wanda Sue Smart
My Commission Expires:

Witnesses as to Surety:

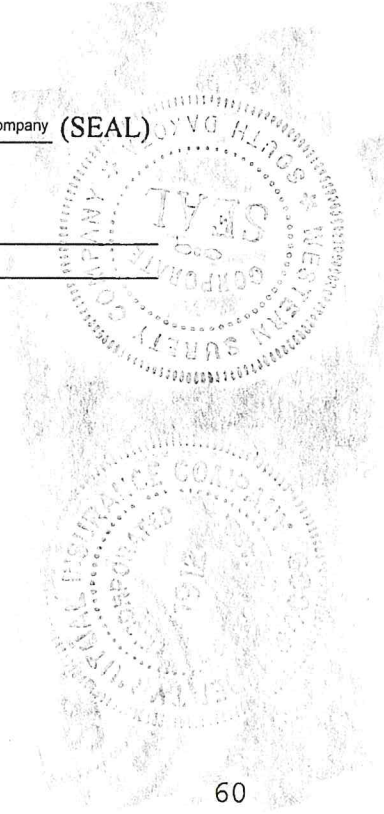
[Signature]
Print Name: Thomas J. Gentile

[Signature]
Print Name: Alexis Benton

SURETY:

Western Surety Company and Liberty Mutual Insurance Company (SEAL)
Full Legal Name of Surety

Signature: [Signature]
Print Name: Renee Ellis
As its Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



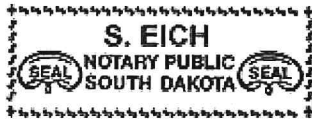
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201183-016010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott, Jr.

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of _____, _____.



By: Renee C. Llewellyn, Assistant Secretary

INSTRUCTIONS FOR PAYMENT AND/OR PERFORMANCE BONDS

- (1) Bond must a Payment and/or Performance Bond depending on the circumstances, and on the form provided by the City. No other format will be accepted without city attorney approval.
- (2) The form of bond shall be used for each agreement/contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained from the city attorney.
- (3) **The Bond must not be dated earlier than date of the agreement/contract for which the Bond is given.**
- (4) The same date used for the agreement/contract must be inserted on the appropriate line on the bond form where it references the agreement/contract for the project being bonded.
- (5) The same full legal name of the contractor/vendor contracting with the City and inserted on the agreement/contract must be used and inserted on the bond form as the principal (i.e. names must match).
- (6) If the principal (contractor/licensee/etc.) is a corporation, insert the full legal name and address of the corporation. Verify with the Florida Division of Corporations that the entity is active and authorized to do business in Florida. Execution by the president or vice-president is required with attestation by the corporate secretary. If there is no corporate secretary two (2) witnesses are required. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of and to bind the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no adopted seal, a scroll or adhesive seal shall appear following the corporate name and the word "SEAL" included.
- (7) If the principal is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite or above the "SEAL."
- (8) If the principals are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify with the Florida Division of Corporations that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign; the managing and general partner(s) of a limited partnership shall sign.
- (9) If the principal is a limited liability company, insert the full legal name and address of the company. Verify with the Florida Division of Corporations that the company is active and authorized to do business in Florida. At least one (1) managing member of a member managed company or manager of a manager managed company shall sign.

- (10) For all other forms of organization consult with the city attorney to ascertain the appropriate form of bond and requirements for proper execution.
- (11) The above rules for execution also apply to the Surety executing the bond.
- (12) The Surety must also meet the following requirements pursuant to F.S. 287.0935 (and execute under seal if a corporation):
 - (a) the surety company is licensed to do business in Florida (verify the company is active and authorized); **and**
 - (b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; **and**
 - (c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code; **and**
 - (d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; **and**
 - (e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- (13) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed bond. (Under seal if a corporation).
- (14) If the bond is executed by an out-of-state agent not holding a license from the state of Florida, the executed counterpart of the bond must be countersigned by a Florida licensed agent.
- (15) **RECORDING AND CERTIFIED COPY REQUIRED.** Pursuant to F.S. Chap. 255, the contractor must record the Bond with the County Clerk in the Public Records of Indian River County, after which the contractor must obtain a certified copy of the recorded Bond from the County Clerk and provide such certified copy to the City along with the original of the Bond before any work may commence or any payment on the contract may be made by the City.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and

Between the _____, and _____ for the

performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of \$_____ of which there remains due owing and unpaid the sum of \$_____ to the undersigned.

Corporate Seal

Sub-Contractor

WITNESS:

_____ By: _____

_____ Title: _____

Sworn to and subscribed before
me this _____ day of _____, 20__.

Notary Seal

Notary Public State of Florida
at Large

**CITY OF VERO BEACH
PUBLIC WORKS DEPARTMENT**

RELEASE AND WAIVER OF CLAIM ON PROGRESS PAYMENT

The undersigned Claimant, in consideration of the sum of \$ _____, hereby releases and waives its claim and right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished through [date] _____ to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: _____

ADDRESS: _____

CONTRACTOR NAME: _____

This Release and Waiver does not cover any retention or any labor, services, or materials furnished after the date specified. If this Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such Release and Waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

CLAIMANT:

Company Name: _____

By (signature): _____

[SEAL]

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Release and Waiver of Claim on Progress Payment was acknowledged before me this ____ day of _____ 20__ by _____, as _____, for and on behalf of _____, Claimant. He/She__ is personally known to me; OR__ produced _____ as identification.

[SEAL]

Notary Public
Print Name:
Commission No.:
My Commission Expires:

**CITY OF VERO BEACH
PUBLIC WORKS DEPARTMENT**

RELEASE AND WAIVER OF ALL CLAIMS ON FINAL PAYMENT

The undersigned Claimant, in consideration of the final payment in the amount of \$_____, hereby releases and waives all claims and all right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: _____

ADDRESS: _____

CONTRACTOR NAME: _____

If the foregoing Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

CLAIMANT:

Company Name: _____

By (signature): _____

[SEAL]

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Release and Waiver of All Claims on Final Payment was acknowledged before me this ____ day of _____ 20__ by _____, as _____, for and on behalf of _____, Claimant. He/She__ is personally known to me; OR__ produced _____ as identification.

Notary Public

Print Name:

Commission No.:

My Commission Expires:

[SEAL]

CITY OF VERO BEACH, FLORIDA

ANNUAL STREET RESURFACING

BID NO. 140-19/JO

ATTACHMENTS

Technical Specifications

INDEX

SECTION 1

GENERAL REQUIREMENTS

<u>Paragraph No.</u>	<u>Paragraph Title</u>
1.01	General
1.02	Scope of Work
1.03	Contractor's Responsibility
1.04	Existing Utilities and Structures
1.05	Excavation - Unidentified Areas of Contamination
1.06	Weather and Unauthorized Work
1.07	General Construction Requirements
1.08	Grassing
1.09	Testing
1.10	Resident Notification
1.11	Hazardous Waste Disposal

SECTION 1

SPECIAL PROVISIONS

1.01 GENERAL: These Special Provisions shall modify and amplify the other provisions of the Contract Documents. In case of a conflict between these Special Provisions and any provision of the Contract Documents, Paragraph 24, Conflicts, of the General Conditions shall govern.

1.02 SCOPE OF WORK:

Work under this Contract includes furnishing all labor, materials, tools, equipment, supervision, services and incidentals necessary to construct the asphalt paving, resurfacing, milling and concrete sidewalk replacement, along with concrete curb and gutter and concrete driveway replacement, curb cut ramps including miscellaneous incidentals, and restoration work as specified herein and as directed by the City Engineer through the term of this contract.

For the construction of new sidewalk or driveways, earthwork in excess of 6" will be paid for as a separate item.

For fill material supplied by the City (See SGC-2(F)), the Contractor will be responsible for placing, grading and compacting the material and restoring the storage area.

1.03 CONTRACTOR'S RESPONSIBILITY:

- A. General Traffic Control: The Contractor shall be responsible for maintaining the established traffic control, traffic safety in the work area, protection of the public as specified elsewhere herein, and for the final cleaning of the existing street surfaces by power broom.
- B. Asphalt Resurfacing: The Contractor shall be responsible for the placement of an asphalt tack coat prior to resurfacing all parking lots and streets. The cleaning and tacking shall be considered an integral part of the Asphalt Resurfacing, for which no separate payment will be made. All streets and parking lots shall be cleaned of all standing water, dirt, leaves, foreign material, etc.
- C. Leveling: Where directed prior to placing the resurfacing, the existing surface shall be brought to proper grade and cross section by the application of a patching or leveling course(s). Work shall be per Sections 330-9 and 330-10 of the FDOT Standard Specifications for Road and Bridge Construction (2014 edition).

1.04 EXISTING UTILITIES AND STRUCTURES:

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is advised to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation. The Contractor is further advised that not all utilities are members of the SUNSHINE STATE ONE CALL CENTER, and that contacting the SUNSHINE STATE ONE CALL CENTER shall not relieve the Contractor of his responsibility for notifying or locating all other utilities.

Contractor shall coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation of other utilities for the convenience of the Contractor shall be paid for by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach (Utility Department), City Gas, AT&T, BellSouth and other utility companies in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures are to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning. All repairs are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

1.05 EXCAVATION - UNIDENTIFIED AREAS OF CONTAMINATION:

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until so directed by the Engineer.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal, payment will be made as specified herein.

The City may agree to hold harmless and indemnify the Contractor for damages when the Contractor discovers or encounters hazardous materials or pollutants during the performance of services for the City when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreements shall only be effective if the Contractor immediately stops work and notifies the City of the hazardous material or pollutant problem.

Such indemnification agreement will not be valid for damages resulting from any willful, wanton, or intentional conduct of the Contractor nor operations of Hazardous Material Contractors.

1.06 WEATHER AND UNAUTHORIZED WORK: In the event of rain, the City Engineer or his representative will indicate when the paving or concrete operation is to be suspended. Any mix placed after work has been suspended will be considered unauthorized work and subject to nonpayment or may be ordered removed, replaced or repaired at no cost to the City. Asphalt mix or ready mix which is on the job site or in transit from the plant after suspension of the paving operation will remain property of the Contractor.

1.07 GENERAL CONSTRUCTION REQUIREMENTS:

A. Workmanship: All materials and equipment shall be installed in accordance with the manufacturer's instructions and these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

B. Materials Handling: The Contractor shall make arrangements at his own expense for the unloading and storing of materials at an approved location until needed for installation. Under no circumstances will pipe, materials, or structures placed on the job site obstruct driveways, streets, or be placed within three feet of the pavement of streets or highways. The Contractor shall provide and maintain approved barricades, warning lights and guards necessary for the protection of the public. The Contractor shall coordinate said barricades, lights and guards with the City Police Department and the Engineer.

C. Confinement of Operations: The Contractor shall be fully responsible for constructing the work within the project work area. All construction operations by the Contractor shall be confined to the project work area secured by the City for this work. No equipment moving, parking, material storage, etc., shall be permitted on private

property without the property owner's consent in writing. The Contractor shall be responsible for trespassing upon private property and for damage to any property, public or private.

- D. Site Maintenance: The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in parks, residential, commercial, or other developed areas.

1.08 GRASSING (Where Restoration Requires Grassing):

- A. Installation: Sodding shall be performed as soon as possible after finish grading the work area. The areas over which sod is to be placed shall be scarified or loosened to a suitable depth. Fertilizer shall be spread uniformly at a rate of 400-500 pounds per acre, and mixed into the soil to a depth of approximately 4 inches. Sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded in the soil. Where sod is laid adjacent to existing grass, the existing grass shall be trimmed to a straight and even line and the adjacent grading shall be adjusted so that the finished grade of the new sod will match the grade of the existing sod. Sod placed in drainage swales shall be placed with staggered edges to avoid a continuous seam along the line of flow. In areas where sod may slide due to the slope of the surface, the sod shall be pinned using suitable pegs driven through the sod blocks into firm soil. Any pieces of sod showing an appearance of extreme dryness shall be removed from the work.
- B. Maintenance: The Contractor shall maintain the sod in a moist and healthy condition for the duration of the contract but in no case less than two weeks. Such maintenance shall include filling, daily watering, resodding washed or eroded areas as necessary.
- C. Basis of Payment: The cost for sodding restoration shall include all labor, material and equipment which are necessary to complete the work satisfactorily, and shall be included in the appropriate unit prices bid for construction of sidewalks, driveways, curb cut ramps, curbing or miscellaneous items. The work shall include any preparation of the subgrade not included in any other item.

- 1.09 TESTING: All testing not otherwise called for in the Specifications shall be directed by the City Engineer. Unless otherwise specifically stated herein, costs for all laboratory expenses shall be paid by the contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor shall also be required to pay all expenses including all laboratory fees.

- 1.10 RESIDENT NOTIFICATION: The City shall distribute by hand a notice to all residences and businesses on the street to be surfaced. The notice will be delivered about 24 hours prior to the work beginning. The Contractor shall cooperate with the City's distribution of the notice and scheduling the work.
- 1.11 HAZARDOUS WASTE DISPOSAL: The City may require certified evidence that the Contractor has disposed of any waste or by-products produced as a result of executing this Contract in accordance with any Federal, State or Local requirements. No additional cost will be paid for proper disposal or supplying of the certification.

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SECTION 2

ASPHALT SPECIFICATIONS

<u>Paragraph No.</u>	<u>Paragraph Title</u>
2.01	Asphalt Resurfacing
2.02	Paver Requirements
2.03	Continuity of Operations and Paver Speed
2.04	Work Stoppage
2.05	Rolling
2.06	City's Responsibility
2.07	Quality Control
2.08	Weight Tickets
2.09	Preparation of Limerock Base Course
2.10	Milling of Existing Pavement
2.11	Traffic Control
2.12	General Requirements

SECTION 2

ASPHALT SPECIFICATIONS

- 2.01 ASPHALT RESURFACING: Where directed by the City Engineer, material used shall be Super-Pave SP 9.5 FDOT approved mix (including warm mix). Further, the work shall be constructed in accordance with Section 300, 320, 330, 334, 337, 901, 902, 916 and 917 of the FDOT Standard Specifications for Road and Bridge Construction (2014 edition). Locations and depths shall be as directed by the City Engineer. Article 330-9.2.2 shall be revised to read as follows: "Article 330-9.2.2 THICKNESS OF LAYERS: Unless otherwise directed by the City Engineer, each course of SP 9.5 shall be constructed in layers with thickness of not less than 3/4 inch nor greater than 1½ inches." Article 330-9.2 shall be revised to read as follows: "Article 330-9.3, PATCHING AND LEVELING COURSES: Where a surface course is constructed on an existing pavement or old base which is irregular and where directed by the City Engineer, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses." Prior to any construction, a proposed mix design accepted and approved by FDOT shall be submitted to the City Engineer for review and approval. Minor modifications to the mix design to achieve a "non-harsh" appearance may be required by the City Engineer.

ALTERNATE ASPHALT MIX DESIGN: Where directed by the City Engineer, material used shall be Type III (1000# Marshall Stability). Further, the work shall be constructed in accordance with Section 320, 330, 333, 337, 901, 902, 916 and 917 of the FDOT Standard Specifications for Road and Bridge Construction (2000 edition). Locations and depths shall be as directed by the City Engineer. Prior to any construction, a proposed mix design accepted and approved by FDOT shall be submitted to the City Engineer for review and approval. Minor modifications to the mix design to achieve a "non-harsh" appearance may be required by the City Engineer.

Once leveled and prepared, it is the intention of these requirements to install a minimum 1.0 inch compacted thickness surface course. Variations to this must be approved or directed by the City Engineer.

- 2.02 PAVER REQUIREMENTS: Only an approved paver, as specified herein, in good mechanical and working condition shall be used for the work. Prior to the paver's approval for use, a test strip of at least 100 feet of pavement shall be completely paved and compacted. The test strip shall be at least 10' wide and a minimum 1 inch compacted thickness.

If the test strip is to be a part of the project scope of work for which payment is to be made an approved properly prepared vertical joint shall be constructed at the ends of the test strip. The joint shall consist of a true and straight piece of lumber with a uniform cross section. The lumber shall be the same thickness as the compacted asphalt mat and shall be placed on existing base or old pavement approximately 3 feet from the ends of the test

strip. The remaining 3 feet of the mat shall be tapered off to act as a ramp for the roller. When subsequent paving is continued this section of mat is discarded when the lumber is removed. No extra payment will be made for joint construction. Should the Contractor elect to use an alternate type of joint that procedure shall be submitted to the City Engineer for approval.

Once the test strip is completed no additional work shall proceed until the paving equipment has had a visual and mechanical inspection and received approval.

The paving equipment shall be inspected by the City Engineer or his representative together with the Contractor's equipment mechanic and job foreman or superintendent. Items checked on the paver shall include but not necessarily be limited to the following:

1. Conformance with specifications;
2. Engine governor operation;
3. Slat feeders, hopper gates and spreader screws condition and adjustment;
4. Pneumatic tire air pressure;
5. Screed heater;
6. Crawler adjustment;
7. Tamper bar wear, stroke adjustment and screed plate clearance adjustment;
8. Screed plate surface condition and true;
9. Mat thickness and crown controls condition and adjustment;
10. Screw vibrators condition and adjustment;
11. Oscillating screed in relative position to vibrating compactor;
12. Automatic screed control adjustment sensor attached.

2.03 CONTINUITY OF OPERATIONS AND PAVER SPEED: Article 330-9.1.4 shall be modified as follows: "All work must be done in continuous operation. Start-stop operation is not acceptable and will be subject to rejection for which no payment will be made. The paver will not be allowed to place the asphalt mix faster than the plant can produce (less any deliveries to other projects) or trucks can deliver the mix. The paver speed shall not exceed the value determined in the following formula subject to truck delivery rates meeting those demands:

$$S = \frac{\text{Speed Number}}{W \times D}$$

Speed numbers shall be as shown in the attached Table II-1A of the A.I. Manual Series No. 8 (MS-8). "W" is the width in feet of the compacted mat with a compacted depth of "D" inches."

2.04 WORK STOPPAGE: Should the laying operations stop because of equipment failure or other reasons a vertical joint shall be required as specified elsewhere herein. The cost of all joints shall be at the Contractor's expense for which no extra cost will be paid.

- 2.05 ROLLING: Compaction shall be in compliance with FDOT Article 330-11.1.2. As specified, seal rolling (breakdown rolling at 5-15 tons) and intermediate (pneumatic-tired rolling) will be required. The final rolling with a tandem steel roller will be required as determined by the City Engineer.
- 2.06 CITY'S RESPONSIBILITY: The City's Department of Public Works will adjust any stormwater castings, frames or catch basins and remove any significant accumulated soil, debris and vegetation along the edges of the existing pavement prior to paving. Further, the Department of Public Works will be responsible for establishing and removing traffic control or necessary existing pavement patching or repairs. The City Water and Sewer Department will also be responsible for any necessary adjustment of metal castings (i.e., manhole ring and covers, water valve boxes, etc.) to the appropriate height for resurfacing. Contractor shall coordinate his activities with this work.
- 2.07 QUALITY CONTROL:
- A. Testing: The Contractor may be required to submit written reports of results of asphalt extraction and aggregate gradation tests as evidence of a continuous "in house" quality control program. These tests may be performed by the Contractor's own FDOT certified testing technician or an independent testing lab. The City reserves the right to have questionable material tested by an independent laboratory and reject any material not meeting requirements. (All asphalt extraction tests and aggregate gradation tests must be performed in compliance with AASHTO T-164 and AASHTO T-30 unless otherwise approved by the City Engineer.)
 - B. Production Quality: Segregated aggregate, surface bumps and depressions, bleeding asphaltic concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphaltic concrete by the City. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphaltic concrete or overlay the existing pavement with suitable material. The choice to remove, replace or overlay the deficient asphalt concrete shall be made by the City Engineer.
 - C. Inspection: The City will not accept nor pay for any asphaltic concrete placed without a City inspector on site during the entire paving operations. To receive payment for paving materials the Contractor must give the City inspector a materials delivery ticket showing the truck number, tonnage, date and job name. Contractor's failure to give the delivery ticket to the inspector may result in the City not paying for the material. If the paving schedule changes the Contractor must give the City inspector 48 hours notice (work days exclusive of Saturdays and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notice will result in shutdown of the paving operation by the City inspector or City Engineer.

- D. Tie Ins: When ordered by the City the tie-in of overlays to existing pavement shall be milled starting from zero (0) depth to a depth of one inch, ten feet across the width of the pavement. The City may make field adjustments to the actual length. This item shall include clean-up.
- E. Paving operations shall be continuous, and any lengthy delay will be cause for a transverse joint to be formed. The joint shall be constructed so that it can be cleanly removed when paving resumes.
- F. Immediately upon completion of paving the Contractor shall remove all excess asphalt deposited along shoulders or gutters as applicable. All shoulders shall be raked smooth to produce a smooth transition following rolling and compaction of pavement.
- G. Contractor shall submit a mix design for the asphaltic concrete mix upon award of the Contract.
- H. The City will monitor temperature and thickness of the asphalt. No asphalt shall be placed while rain is falling or when there is water on the surface to be covered. There is no exception for asphalt in transit.
- I. Contractor shall furnish equipment and personnel to lay the asphalt in an uninterrupted manner without frequent delays to that a smooth uniform surface is provided.

2.08 WEIGHT TICKETS: No asphalt shall be accepted nor shall any payment be made for any asphalt material supplied without proper weight tickets. All weight tickets shall be of approved form as specified and signed by Contractor's representative attesting to the accuracy of the information supplied. The weight tickets shall be made available to the City Engineer at time of delivery. The City shall reserve the right to station a representative at the asphalt plant to confirm the record weights of materials supplied.

2.09 PREPARATION OF LIMEROCK BASE COURSE:

- A. Description: Under this item, the Contractor shall construct a limerock base course upon the completed subgrade. The base course shall be constructed in accordance with the lines and grades and typical sections as directed by the City Engineer.
- B. Materials: The Contractor may use limerock for the base course provided it meets the Specifications contained herein and complies with Section 911 "Limerock Material for Limerock Base and Stabilized Base" of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Limerock provided will show no tendency to air slake or undergo chemical change under exposure to weather and will meet the following requirements:

<u>Requirement</u>	<u>Miami Limerock</u>	<u>Ocala Limerock</u>
Carbonates of Calcium Magnesium	Min. 70.0%	Min. 95.0%
Oxides of Iron and Aluminum	Max. 2.0%	Max. 2.0%
Organic Matter	Max. 0.5%	Max. 0.5%
Passing a 3½" sieve	Min. 97.0%	Min. 97.0%

Any constituents other than the above shall be silica or inert materials. The materials shall be crushed or broken up to such size, before being placed on the road, that not less than 97 percent will pass a 3½ inch sieve and it shall be graded uniformly down to dust. All fine material shall consist entirely of dust or fracture.

Note: Cemented Coquina Shell (LBR 100+), conforming with Section 915 of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, may be used in lieu of limerock, provided that the material used is from a FDOT approved source and sufficient documentation substantiating that the Cemented Coquina Shell meets or exceeds the minimal requirements is submitted for the Engineer's approval.

- C. Placement of Material: After the subgrade is completed and approved the Contractor shall furnish and spread the limerock in a uniform distribution. All work shall conform with Section 200 of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Spread thickness shall be a minimum of 8 inches. Segregated areas of fine or coarse rock will not be permitted. Such areas shall be removed and replaced with properly graded rock.

After the spreading is completed the entire surface shall be scarified and so as to produce the required grade and cross section after compaction.

- D. Moisture Content: When the limerock does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added it shall be mixed in uniformly. Wetting or drying operations shall involve manipulation of the entire width and depth of the base course before compaction.
- E. Except where shown on the Drawings the required compaction of the limerock base course shall be minimum of 98% of the maximum dry density as determined by a testing laboratory. Procedures for testing, including the methods and types of tests to be performed, shall conform with the above Florida Department of Transportation (FDOT) standards.

No less than an 8-10 ton steel drum or pneumatic tire roller shall be used to compact the limerock base course. All depressions shall be filled and the process of rolling and filling shall continue until a thoroughly compacted uniform surface is produced. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compaction operations for such areas shall be completed prior to making the field density compaction tests on the finished base.

Should the subgrade material become mixed with the base course material at any time the Contractor shall remove the mixture, reshape and re-compact the subgrade, replace the materials removed with additional limerock, and reshape and re-compact the limerock base at no cost to the City.

If cracks or checks appear in the base which would impair the structural integrity of the base in the opinion of the Engineer, the Contractor shall remove the cracks and checks by re-scarifying, reshaping, refilling with limerock where necessary, and re-compacting at no cost to the City.

The finished limerock base shall be checked for thickness at intervals of not more than 300 feet. Any areas which are more than ½ inch deficient in thickness shall be corrected by scarifying and adding rock. The scarifying shall extend for 50 feet either side of the deficient area. Areas which are less than ½ inch deficient in thickness shall be corrected if the Engineer determines that the area is extensive or may adversely affect the quality of the finished work. The finished surface of the base course shall vary by no more than ¼ inch in 10 feet.

- F. Basis of Payment: The unit price bid for square yard of limerock base course shall include the cost of all labor, tools, materials, and equipment necessary to construct the limerock base in accordance with the Plans and Specifications. The area shall be determined by the final dimensions as measured horizontally along the surface of the completed work within the neat lines shown on the Drawings or designated by the Engineer.

2.10 MILLING OF EXISTING PAVEMENT:

- A. Where milling of the existing pavement is directed or as shown on the enclosed project table, the existing pavement will be milled to a depth of one and one half inch (1.5") or as directed by the City Engineer, conforming to the requirements of Section 327 of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The milled material will become the property of the City.
- B. If the City deems it is in their best interest to keep the millings, the contractor shall deliver the millings to a City storage area. If the City chooses not to keep the millings the contractor shall dispose of them in accordance with FDOT requirements.

C. Basis of Payment: The unit price bid per square yard for this item shall include the hauling off and stockpiling or otherwise disposing of the milled material.

2.11 TRAFFIC CONTROL: The Contractor shall be responsible for all traffic control and advance-warning signs set forth in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). Two (2) flagmen will be on the jobsite at all times and included in asphalt price bid. Flagmen are defined as personnel using "stop" and "go" panels or flags, and not personnel used for moving cones, signs, tape, etc. Should the conditions warrant more than two flagmen the additional flagmen shall be provided as needed.

2.12 GENERAL REQUIREMENTS:

A. Delivery location is to be as directed by the City of Vero Beach Public Works Department. Work is to commence within 14 calendar days from date of notification by the City.

B. A monthly Bituminous Materials adjustment only will be made, as per FDOT Specifications. No fuel or other adjustments will be made.

C. Annual Renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications.

D. Remobilization shall be for the benefit of the project and City of Vero Beach, and not for the convenience of the Contractor.

****TABLE II-1A**

SPEED NUMBERS* FOR USE IN PAVER SPEED EQUATION

(Customary Units)

Compacted Density D, LB/FT ³	Mix Production, P, Tons/Hr									
	100	200	300	400	500	600	700	800	900	1000
130	307.7	615.4	923.1	1230.8	1538.5	1846.2	2153.8	2461.5	2769.2	3076.9
135	269.3	592.6	888.9	1185.5	1481.5	1777.8	2074.1	2370.4	2666.7	2963.0
140	285.7	571.4	857.1	1428.6	1428.6	1714.3	2000.0	2285.7	2571.4	2857.1
145	275.9	551.7	827.6	1379.3	1379.3	1655.2	1931.0	2206.9	2482.8	2758.6
150	266.7	533.3	800.0	1333.3	1333.3	1600.0	1866.7	2133.3	2400.0	2666.7

*The paver speed numbers in Table II-1A are in feet per minute and represent a width (W) of 1 foot and a compacted depth (D) of 1 inch. To use, select the number that corresponds with mix production (P) in tons per hour and compacted density (D) in pounds per cubic foot, then substitute this number in the paver speed equation along with the desired width of spread and compacted depth of mixture.

**As taken from A.I. Manual (See Section 2.03).

INDEX

SECTION 3

CONCRETE SIDEWALKS, DRIVEWAYS, CURBING AND CURB CUT RAMPS

<u>Paragraph No.</u>	<u>Paragraph Title</u>
3.01	Description
3.02	General
3.03	Excavation, Backfill and Compaction
3.04	Dimensions of Sidewalks
3.05	Sidewalks Within Driveway Limits
3.06	Protection
3.07	Final Clean-up and Repairs
3.08	Basis of Payment

SECTION 3

CONCRETE SIDEWALKS, DRIVEWAYS, CURBING AND CURB CUT RAMPS

- 3.01 Description: Under this item the Contractor shall remove existing concrete sidewalks and driveways including curb, curb and gutter, and curb cut ramps where directed by the City Engineer; and reconstruct or construct new cement concrete sidewalks, driveways, curb cut ramps and curbs with properly prepared subgrade. All work shall be constructed in conformance with the lines and grades shown on the Drawings and/or designated by the City Engineer and specified herein. Requirements for sidewalks shall also apply to ramps.
- 3.02 Standards: Except as may be specified herein for payment, all work shall conform to Section 520 or 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (2014 edition) and shall be Class I concrete with a minimum 28-day compressive strength of 2500 psi. Reinforcing steel shall be in conformance with Section 415 of the Florida Department of Transportation Standard Specifications, (2014 edition). The Contractor may, at his option, substitute fibrous concrete reinforcement* in lieu of welded wire fabric where approved or directed by the City Engineer. Fibrous concrete reinforcement materials provided shall produce concrete conforming to the requirements of the class of concrete specified. Fibrous concrete reinforcement shall be added to the concrete materials at the time the concrete is batched, and the concrete shall be mixed in strict accordance with the fiber reinforcement manufacturer's instructions and recommendations for uniform and complete distribution.

*("Fibermesh" by the Fibermesh Company or approved equal.)

- 3.03 Excavation, Backfill and Compaction: Where sidewalks, driveways, ramps or curbs exist within the project limits the Contractor shall sawcut the existing structure to its full depth and haul the excavated materials to the destination where directed or approved by the City Engineer. Once the existing sidewalk, driveway, ramp or curb has been removed the existing subgrade shall be determined suitable or unsuitable by the City Engineer. If unsuitable the Contractor shall excavate those areas to a depth of 6" and shall properly backfill with suitable material all excavated areas to bring a compacted subgrade up to required elevations and grade. The City will supply all backfill materials required. Where designated by the City Engineer as suitable the existing subgrade material shall be compacted as required with suitable fill material added as necessary to bring the work to the desired elevations and grade, and recompacted. All humus, peat, spongy material, roots, stumps, muck, paving materials, old concrete and other objectionable materials shall be unsuitable for backfill or existing subgrade material. Suitable material for backfill shall consist of marl, sandy clay, sand and gravel, soft shale, or other materials and shall be provided by the Contractor. The City Engineer shall be the sole judge of what constitutes suitable and unsuitable material for backfill other than those listed above. Roots located in the 6" subgrade which are over 1" in diameter are to be cut as directed and removed.

The subgrade, including backfill material, shall be compacted to 95% of maximum dry density as determined by the Modified Proctor Test using the procedure as determined by ASTM D-1557 (Method A). In general, where directed there shall be one Modified Proctor Test at a location which is representative of the type of subgrade material used on the project. Also, one density test shall be performed by ASTM D-2167 method. Additional tests may be directed by the City Engineer. The cost of all tests shall be borne by the City. When it may be required, the City will supply any suitable backfill to bring the subgrade to the proper elevation. Contractor shall be responsible for the grading and compaction of all subgrade material. Further, the Contractor shall remove any excess material and dispose of it at a suitable site.

- 3.04 Dimensions of Sidewalks: The width of the sidewalk shall be designated by the City Engineer or as noted on the Drawings and Work Orders. Any transition from a narrow or wide existing sidewalk is also subject to approval of the City Engineer. The standard slab thickness for sidewalks is 6" minimum.
- 3.05 Sidewalks Within Driveway Limits: All sidewalks within the limits of a driveway shall be 6" thick minimum and reinforced with 6 x 6, 10/10 welded wire fabric in accordance with Section 415 of the Florida Department of Transportation Standard Specifications, (2014 edition). The welded wire fabric is to be placed 3" in from the edges of the forms and expansion joints and shall have 1½" to 2" of cover beneath the wearing surface. Fibrous concrete reinforcement may be used in lieu of welded wire fabric where approved by the City Engineer. Sidewalks shall be constructed through driveways. Where necessary, driveways shall be sawcut within limits of the sidewalk, old driveway material removed and disposed of, and the new sidewalk constructed.
- 3.06 Protection: The sidewalk shall be protected to prohibit imprints or markings in the surface before the concrete has set to a firm hardness. Any imprints or markings found in the hardened concrete must be rubbed out with a carborundum brick. If removal is impossible, the structure must be replaced by the Contractor at his expense.
- 3.07 Final Clean-up and Repairs: The work will be considered complete only after all rubbish and unused materials due to or connected with the work have been removed and the premises left in a condition satisfactory to the City. All property structures, utilities, etc., disturbed or damaged during the prosecution of the work shall be restored to their former or better condition at no additional expense to the City. Final payment will be withheld until such clean-up and repairs are completed.
- 3.08 Basis of Payment: The unit price bid per square foot for concrete sidewalk, driveway, curb cut ramps or lineal foot of curbing shall include the cost of furnishing all labor, materials, testing, form work, tools and equipment which are required to complete the work satisfactorily including clean-up and restoration work. The area shall be determined by the final dimensions as measured horizontally along the surface of the completed work within the neat lines shown on the Drawings or designated by the City Engineer.

The lineal foot unit price bid for sawcutting existing pavement shall include all labor, form work, tools, equipment and materials required to sawcut as specified herein existing pavement, sidewalks, driveways, curb cut ramps or curbing. The length shall be determined by measuring horizontally along the surface of the completed sawcut.

The unit price per square foot for removing existing concrete sidewalk, driveway or curb cut ramp or unit price per lineal foot for removing existing curbing shall include the cost of all labor, tools and equipment which are required to remove the sidewalk or curbing and dispose of it at a location approved by the City. The price shall include existing sidewalk or driveways with a nominal thickness of 4" or 6" and any width.

August 7, 2019
BID 140-19/JO
ANNUAL STREET RESURFACING
ADDENDUM #1

To: All plan holders of record

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

This Addendum #1 becomes part of the construction documents or specifications and modifies the original bidding documents, and shall be binding as if contained therein.

QUESTION : Is there a spec available for Item 11 on the Bid Schedule, "Temporary Striping"? The schedule calls for one number based on the linear foot but pricing varies based on the type and width.

ANSWER: Typically the City will provide temporary marking. In the event the City cannot, the contractor will install with paint in accordance with FDOT Section 102 and Section 710 of the FDOT Standard Specifications for Road and Bridge Construction.

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Handwritten Signature of Authorized Principal(s):

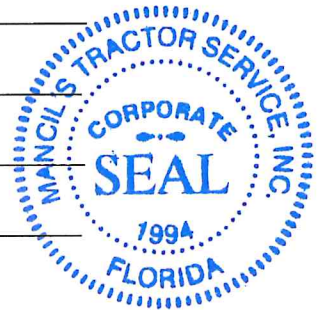
NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



-- END OF ADDENDUM --

August 16, 2019
BID 140-19/JO
ANNUAL STREET RESURFACING
ADDENDUM #2

To: All plan holders of record

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

This Addendum #2 becomes part of the construction documents or specifications and modifies the original bidding documents, and shall be binding as if contained therein.

Additional Line Item to Bid Schedule:

See attached revised bid schedule. An additional line item has been added, mobilization fee for striping.

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



CITY OF VERO BEACH
REVISED BID SCHEDULE
ANNUAL STREET RESURFACING CONTRACT
PUBLIC WORKS PROJECT NO. 2019-13
BID NO. 140-19/JO

<u>Item No.</u>	<u>Division I - Milling and Resurfacing</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
1.	Asphalt Resurfacing - FDOT, SP 9.5 - less than 25 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
2.	Asphalt Resurfacing - FDOT, SP 9.5 - 25 to 99 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
3.	Asphalt Resurfacing - FDOT, SP 9.5 - 100 to 299 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
4.	Asphalt Resurfacing - FDOT, SP 9.5 - over 300 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
5.	Milling Existing Pavement - less than 2,000 S.Y.	includes cleanup and removal	/SY	/SY
6.	Milling Existing Pavement - 2,000 - 9,999 S.Y.	includes cleanup and removal	/SY	/SY
7.	Milling Existing Pavement - over 10,000 S.Y.	includes cleanup and removal	/SY	/SY
8.	Night Work	Cost per Ton Increase	/Tn	/Tn
9.	TACK FOB per Gallon	FOB Gallon	/gal	
10.	Hot Asphalt for Pick Up FOB at Plant SP 9.5 or S-3	For Pick up	/Tn	
11.	Striping			
	a. Temporary Striping	Vendor Schedules & Provides	\$ _____ /LF	
	b. Mobilization Fee Temporary Striping	Lump Sum	\$ _____	

BID SCHEDULE CONTINUED

Item

<u>No.</u>	<u>Division II - Concrete Curb & Sidewalk</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
12.	Remove Existing Curb or Curb & Gutter:			
a.	Type F Curb and Gutter	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
b.	Type D Header Curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
c.	Miami curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
13.	Construct Curbing:			
a.	Type F Curb and Gutter	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
b.	Type D Header Curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
c.	Miami curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF

August 29, 2019

BID NO. 140-19

ADDENDUM #3

Annual Street Resurfacing

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

CHANGE OF BID OPENING DATE:

Due to the impending hurricane, bids will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Tuesday, September 24, 2019.

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Handwritten Signature of Authorized Principal(s):

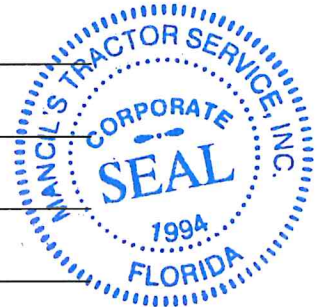
NAME (print): MYRA SMITH

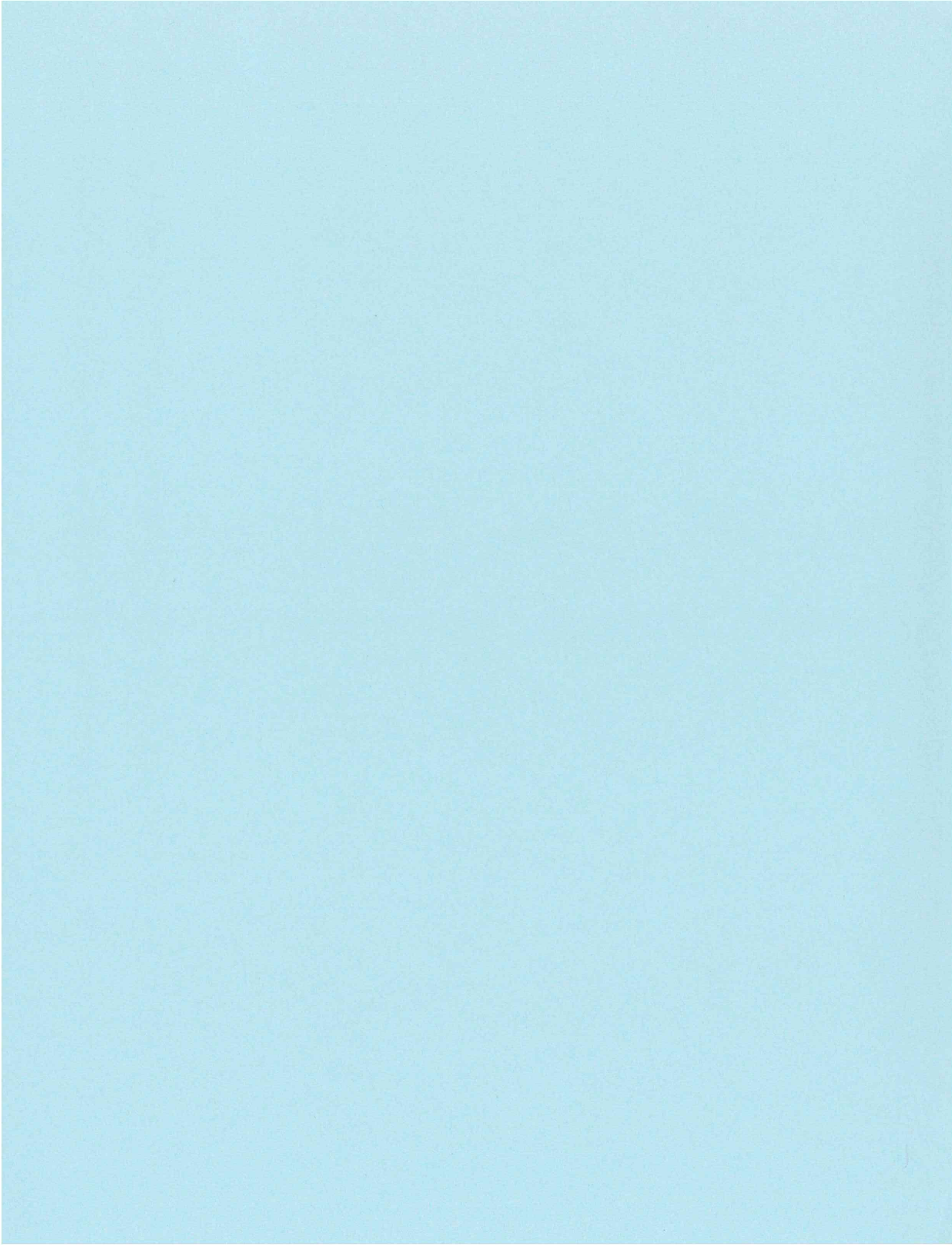
SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019







THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT
Florida

August 10, 2021

Rick Slone
CW Roberts Contracting
8530 SW Jayme Way
Palm City, FL 34990

SUBJECT: Piggyback of City of Vero Beach Annual Street Resurfacing Contract 26-2019

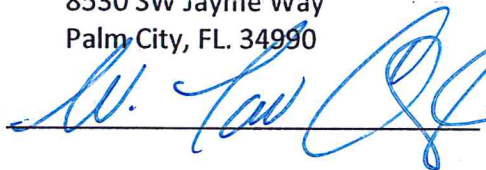
Dear: Mr. Slone,

The City wishes to piggyback the City of Vero Beach Annual Street Resurfacing Project Contract No. 26-2019. The City of Vero contract has no language restricting a piggyback of this contract. I have email correspondence with Carol Shoaf the Senior Contract Administrator in which she states the City of Vero Beach says it is up to the contractor if they wish to piggyback the contract. I have attached a copy of the Bid item prices for your review.

CW Roberts Contracting, Inc. is willing to enter a piggyback contract with the City of Fort Pierce and willing to honor the terms, conditions and bid pricing of Vero Beach Contract No. 26-2019.

Rick Slone
CW Roberts Contracting, Inc.
8530 SW Jayme Way
Palm City, FL. 34990

Signature

 Date 8/10/2021

Sincerely,


John R. Andrews, II, P.E.
City Engineer

JRA/ems

CITY OF VERO BEACH
REVISED BID SCHEDULE
ANNUAL STREET RESURFACING CONTRACT
PUBLIC WORKS PROJECT NO. 2019-13
BID NO. 140-19/JO

<u>Item</u>				
<u>No.</u>	<u>Division I - Milling and Resurfacing</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
1.	Asphalt Resurfacing - FDOT, SP 9.5 - less than 25 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$225.00 /Tn	\$235.00 /Tn
2.	Asphalt Resurfacing - FDOT, SP 9.5 - 25 to 99 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$175.00 /Tn	\$185.00 /Tn
3.	Asphalt Resurfacing - FDOT, SP 9.5 - 100 to 299 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$145.00 /Tn	\$150.00 /Tn
4.	Asphalt Resurfacing - FDOT, SP 9.5 - over 300 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$120.00 /Tn	\$125.00 /Tn
5.	Milling Existing Pavement - less than 2,000 S.Y.	includes cleanup and removal	\$5.00 /SY	\$5.50 /SY
6.	Milling Existing Pavement - 2,000 - 9,999 S.Y.	includes cleanup and removal	\$4.00 /SY	\$4.50 /SY
7.	Milling Existing Pavement - over 10,000 S.Y.	includes cleanup and removal	\$3.00 /SY	\$3.25 /SY
8.	Night Work	Cost per Ton Increase	\$10.00 /Tn	\$10.00 /Tn
9.	TACK FOB per Gallon	FOB Gallon	\$15.00 /gal	
10.	Hot Asphalt for Pick Up FOB at Plant SP 9.5 or S-3	For Pick up	\$75.00 /Tn	
11.	Striping			
	a. Temporary Striping	Vendor Schedules & Provides	\$ 2.00 /LF	
	b. Mobilization Fee Temporary Striping	Lump Sum	\$ 900.00	

BID SCHEDULE CONTINUED

<u>Item</u>		<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
No.	Division II - Concrete Curb & Sidewalk			
12.	Remove Existing Curb or Curb & Gutter:			
a.	Type F Curb and Gutter	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
b.	Type D Header Curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
c.	Miami curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
13.	Construct Curbing:			
a.	Type F Curb and Gutter	less than 99 ft.	\$30.00 /LF	\$30.00 /LF
		100 to 300 ft.	\$28.00 /LF	\$28.00 /LF
		over 300 ft.	\$27.00 /LF	\$27.00 /LF
b.	Type D Header Curb	less than 99 ft.	\$26.00 /LF	\$26.00 /LF
		100 to 300 ft.	\$24.00 /LF	\$24.00 /LF
		over 300 ft.	\$23.00 /LF	\$23.00 /LF
c.	Miami curb	less than 99 ft.	\$31.00 /LF	\$31.00 /LF
		100 to 300 ft.	\$26.00 /LF	\$26.00 /LF
		over 300 ft.	\$25.00 /LF	\$25.00 /LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	\$33.00 /LF	\$33.00 /LF
		100 to 300 ft.	\$28.00 /LF	\$28.00 /LF
		over 300 ft.	\$27.00 /LF	\$27.00 /LF

Ed Seissiger

From: Shoaf, Carol <CShoaf@covb.org>
Sent: Thursday, July 1, 2021 2:23 PM
To: Ed Seissiger
Subject: RE: Possible piggyback of a contract

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Mr. Seissiger,

I sent an email with the contract attached and it was too large. I have placed it in drop box and here is the link that you can retrieve the document. Our entity does not have the piggyback verbiage in the contract; however, if the vendor agrees to allow you to piggyback our contract that is up to them.

<https://www.dropbox.com/s/m2qupf69e6byt4n/CW%20Roberts%20Contracting%20Contract%2026-2019.pdf?dl=0>



Have a Great Day

Carol S. Shoaf
Senior Contract Administrator
City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32961-1389
Phone: 772-978-5474
Fax: 772-770-6860
E-Mail: purchcss@covb.org

From: Ed Seissiger <eseissiger@cityoffortpierce.com>
Sent: Wednesday, June 30, 2021 12:42 PM
To: Shoaf, Carol <CShoaf@covb.org>
Subject: Possible piggyback of a contract

Ed Seissiger

From: Shoaf, Carol <CShoaf@covb.org>
Sent: Thursday, July 1, 2021 2:23 PM
To: Ed Seissiger
Subject: RE: Possible piggyback of a contract

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I sent an email with the contract attached and it was too large. I have placed it in drop box and here is the link that you can retrieve the document. Our entity does not have the piggyback verbiage in the contract; however, if the vendor agrees to allow you to piggyback our contract that is up to them.

<https://www.dropbox.com/s/m2qupf69e6byt4n/CW%20Roberts%20Contracting%20Contract%202026-2019.pdf?dl=0>



Have a Great Day

Carol S. Shoaf
Senior Contract Administrator
City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32961-1389
Phone: 772-978-5474
Fax: 772-770-6860
E-Mail: purchess@covb.org

From: Ed Seissiger <eseissiger@cityoffortpierce.com>
Sent: Wednesday, June 30, 2021 12:42 PM
To: Shoaf, Carol <CShoaf@covb.org>
Subject: Possible piggyback of a contract

SECURITY WARNING: This message has originated from an **EXTERNAL SOURCE**. Please show caution when clicking links, opening attachments, or responding to this email unless you recognize the sender and know the content is safe.

Ms. Shoaf,

Rick Sloan with CWR Contracting gave me your contact information. The City of Fort Pierce is interested in possibly piggybacking a contract the City of Vero Beach has with CWR Contracting. The contract is Public Works project #2019-13 and bid #140-19/JO. Does the contract language allow for another municipality to piggyback? If so could you provide my with a copy of the contract?

Regards,
Ed Seissiger

Edward Seissiger | Project Manager | City of Fort Pierce

Engineering Department
100 N. US Hwy 1
Fort Pierce, FL 34950
Phone: 772.467.3780 • Fax: 772.460-6847
[Website](#) | [Facebook](#) | [Survey](#)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.

City Commission Regular Meeting - 6:00 pm

11. g.

Meeting Date: 10/04/2021

Re:

SUBJECT:

Approval of employment contract between the City of Fort Pierce and Tanya M. Earley, as City Attorney.

Attachments

Contract

Form Review

Form Started By: Linda Cox

Started On: 09/28/2021 03:21 PM

Final Approval Date: 09/28/2021

CITY OF FORT PIERCE, FLORIDA

TANYA M. EARLEY

CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 4th day of October, 2021 with an effective date of October 4, 2021, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to as "**CITY**" and **TANYA M. EARLEY**, hereafter referred to as "**EARLEY**".

WHEREAS, CITY desires to secure the legal representation of **EARLEY** as City Attorney for a minimum of three (3) years from the Effective Date of this agreement and **EARLEY** desires to accept such position; and

WHEREAS, CITY and **EARLEY** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **EARLEY** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **EARLEY** agree with each other as follows:

1. Employment.

CITY employs **EARLEY** to perform the duties of City Attorney as specified in the City Charter. **EARLEY** will render full time legal services to

CITY in the capacity of City Attorney of the **CITY** for the initial term of three (3) years, commencing October 4, 2021 (the "Effective Date"), through October 3, 2024. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **EARLEY** agrees to report for work, and the duties and employment of **EARLEY** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **EARLEY** resigns.

The City Attorney is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 45). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Attorney, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

EARLEY shall devote all of her time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **EARLEY** warrants and agrees to maintain her Florida license to practice law in good standing without limitation throughout the term of this Agreement. **EARLEY** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City

Attorney, including, but not limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **EARLEY** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **EARLEY** makes formal application for full-time employment elsewhere while serving as City Attorney, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Attorney, **CITY** agrees to pay **EARLEY** an annual base salary of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS (\$165,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **EARLEY's** performance by the City Commission. Base annual salary adjustments for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis. Cost of living increases shall be provided to **EARLEY** in the same manner as non-bargaining employees of the City.

The CITY agrees that it will not, at any time during the term of this Agreement, reduce **EARLEY's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all

employees of the **CITY**.

3. Performance Evaluations.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **EARLEY's** performance as City Attorney. Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **EARLEY**.

Should it be determined that **EARLEY** was successful in her overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **EARLEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with her peers in the profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **EARLEY** with the following benefits:

(a) **EARLEY** shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager. Said benefits shall be defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) A car allowance at \$350.00 per month, or such other rate agreed

upon by the City Commission.

(c) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **EARLEY'S** continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for **EARLEY'S** continued professional participation, growth, and advancement, and for the good of the **CITY**.

(d) Life insurance, comprehensive health and major medical insurance (including dental and vision insurance), equal to that which is provided to other City employees and shall be effective on the effective date of this agreement.

(e) Retirement benefits as provided to all City Employees under the **CITY'S** defined benefit retirement plan.

5. Termination.

At all times during the term of this Agreement, **EARLEY** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the

Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **EARLEY** as City Attorney, **EARLEY** shall have the right to declare that such amendments constitute termination; or

(c) If **EARLEY** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. **Severance.**

Except as provided in this Agreement, severance will be paid to **EARLEY** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **EARLEY** her then annual base salary for ninety (90) consecutive working days thereafter, and the **CITY** shall also maintain **EARLEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **EARLEY** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **EARLEY** shall not be required to perform any duties for the **CITY** or come to the **CITY**.

The severance provisions set forth herein shall not apply and the **CITY** shall not be obligated to pay **EARLEY** any severance in the event **EARLEY** is terminated for cause. For purposes of this agreement "For Cause" shall be defined as any of the following actions by **EARLEY**:

- (a) Conviction of a felony or any misdemeanor involving moral turpitude;
- (b) Commission of any act of fraud involving or affecting the **CITY** or the public;
- (c) Willful failure to perform the duties of City Attorney, or material breach by **EARLEY** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;
- (d) Incompetence or negligence in the performance of official duties;
- (e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;
- (f) Violation of Florida's Code of Ethics;
- (g) Loss or suspension of license to practice law;
- (h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time; or

7. **Outside Activities.**

The employment provided for by this Agreement shall be **EARLEY's** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **EARLEY** and the community, **EARLEY** may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with **EARLEY's** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY**.

8. **Best Efforts of Employee.**

EARLEY agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **EARLEY** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **EARLEY** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **EARLEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as defined in the City's Personnel Rules and Regulations.

10. **Employee-At-Will.**

EARLEY is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

11. **Liability Claims.**

The **CITY** shall defend and save harmless **EARLEY**, but only to the

limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **EARLEY's** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **EARLEY's** employment or services or for claims for punitive damages. In the event the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **EARLEY** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY** for **EARLEY** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **EARLEY**, any settlement of any claim against **EARLEY** may not be made without prior approval of the **CITY**. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **EARLEY's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **EARLEY** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. **Voluntary Resignation.**

In the event **EARLEY** voluntarily resigns her position with the **CITY**, **EARLEY** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to

accept resignation made by the majority of the entire City Commission as specified in Paragraph 6(c) above, **EARLEY** shall not be entitled to nor shall the **CITY** be liable to pay severance if **EARLEY** voluntarily resigns.

13. **General provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will

not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **EARLEY**, her administrators, executors, legatees, heirs, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, Mayor

ATTEST:

Linda W. Cox, City Clerk

EMPLOYEE:

Tanya M. Earley

City Commission Regular Meeting - 6:00 pm

12. a.

Meeting Date: 10/04/2021

Re: 513 N 18th Street - Demolition Hearing

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

SUBJECT:

Resolution No. 21-R56 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 513 N 18th Street to show cause why the structure located on the premises should not be condemned and demolished.

SUMMARY:

1. Notice of Unsafe Structure sent on February 24, 2020.
 - Building unsecured and interior was gutted.
 - No contact received from the owner or interested parties.
2. Potential investor contacted Code Enforcement on June 2, 2020.
 - Stated they were interested in purchasing the property and rehabilitating it.
 - 60 day extension granted.
3. Demolition hearing scheduled before the City Commission on February 1, 2021.
 - Property was sold on January 22, 2021.
 - New owner secured the structure and stated would start the rehabilitation immediately.
 - Hearing was cancelled.
4. Voicemail message left for new owner on July 19, 2021.
 - No response.
 - Building unsecured again.
 - Reschedule hearing.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. _____ declaring that the structure located at 513 N 18th Street be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

ALTERNATIVES:

Amend Resolution No. _____

Deny Resolution No. _____

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department

City Attorney's Office

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2021
Account: 001-2903-524-52-53
Amount: \$7,580.00

OTHER INFORMATION:

The cost of demolition, if required to be conducted by the City, is \$7,580 and it will be funded by the Clean and Safe Community Initiative and shall become a lien against the property.

Attachments

Notice of Unsafe Building
Property Maintenance Inspection Report
Notice to Interested Parties
Affidavits
Photos - 1.9.2020
Photos - 1.13.2021
Photos - 8.15.2021
Property ID Card - August 2021
Resolution No. 21-R_
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	09/08/2021 10:07 AM
City Manager	Nick Mimms	09/22/2021 10:15 AM
Form Started By: Peggy Arraiz		Started On: 09/08/2021 09:31 AM
Final Approval Date: 09/22/2021		



**Notice of Unsafe Building
Affidavit**

Case#: 20-0566
Property Address: 513 N 18TH ST
Tax ID#: 2409-602-0293-000/9
Legal Description: ALAMANDA VISTA S/D BLK N LOT 19 AND E 5 FT OF VAC ALLEY ADJ ON W
(OR 336-2397)

Owner(s): VONOD GUPTA
17962 FOXBOROUGH LN
BOCA RATON, FL 33496

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

2/25/20
Date

Margaret M. Arraiz
Margaret M. Arraiz, City of Fort Pierce, Florida

Attachment: Notice of Unsafe Building Letter

This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

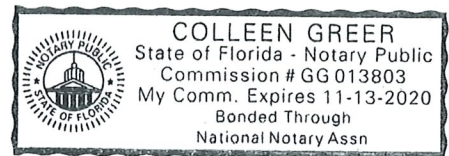
State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 25th day of February, 2020, by Margaret M. Arraiz who is personally known to me.

Colleen Greer
Signature of Notary

stamp

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4681515 03/02/2020 02:56:28 PM
OR BOOK 4390 PAGE 117 - 121 Doc Type: NOT
RECORDING: \$44.00





THE SUNRISE CITY

FORT PIERCE

CODE ENFORCEMENT

Florida

February 24, 2020

Case #: 20-0566

VONOD GUPTA
17962 FOXBOROUGH LN
BOCA RATON, FL 33496

RE: Address: 513 N 18TH ST
Tax ID #: 2409-602-0293-000/9

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises.

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

C0093128

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende inglés consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapòd avek droi è responsablità ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun pòu nou espliké sa tou suit.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

304.2 Protective treatment.

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

305.2 Structural members.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

manufacturer of the attachment hardware.

306.1 General.

The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

6. Wood that has been subjected to any of the following conditions:

6.1. Ultimate deformation;

6.10. Excessive cutting and notching

308.1 Accumulation of rubbish or garbage.

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

309.1 Infestation.

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

604.1 Facilities required.

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

605.1 Installation.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

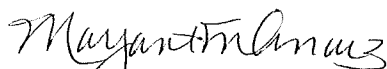
605.2 Receptacles.

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least grounding receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

The building, structure, or premise is condemned and shall be demolished within 30 days. The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,



Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce



Unsafe structures

- 108.1.1 - Unsafe structure
- Lacks adequate protection from fire Contains unsafe equipment All or part of building is likely to collapse

- 108.1.2 - Unsafe equipment
- Unsafe boiler / heating equipment Unsafe electrical wiring / device Unsafe elevator / moving stairway
- Flammable liquid containers within structure Other unsafe equipment

- 108.1.3 - Structure unfit for human occupancy
- Unsafe or unlawful Unsanitary / contains filth / contamination vermin or rat infested
- lacks illumination Location of structure constitutes a hazard lacks ventilation
- lacks heat lacks maintenance lacks sanitary facilities

- 108.1.4 - Unlawful structure
- Occupied by more persons than permitted Erected, altered or occupied contrary to law

- 108.1.5 - Dangerous structure or premises
- (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building
- (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.
- (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.
- (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.
- (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pinning is likely to fail or give way.
- (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.
- (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation, decay, damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
- (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.
- (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments

Section 302 - Exterior property areas

Section 303 - Swimming Pools, Spas and Hot Tubs

Section 304 - Exterior Structure

304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.



- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. |
| <input type="checkbox"/> | 3. Structures or components thereof that have reached their limit state. |
| <input type="checkbox"/> | 4. Siding and masonry joints are not maintained, weather resistant or water tight. |
| <input type="checkbox"/> | 5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects. |
| <input type="checkbox"/> | 6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects. |
| <input type="checkbox"/> | 7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects. |
| <input checked="" type="checkbox"/> | 8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads. |
| <input type="checkbox"/> | 9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. |
| <input type="checkbox"/> | 10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects. |
| <input type="checkbox"/> | 11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads. |
| <input type="checkbox"/> | 12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects. |
| <input type="checkbox"/> | 13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects. |

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion. |
| <input type="checkbox"/> | 304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall. |
| <input type="checkbox"/> | 304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. |
| <input type="checkbox"/> | 304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests. |
| <input type="checkbox"/> | 304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. |
| <input checked="" type="checkbox"/> | 304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance. |
| <input type="checkbox"/> | 304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition. |
| <input type="checkbox"/> | 304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment. |
| <input type="checkbox"/> | 304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads. |
| <input type="checkbox"/> | 304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment. |
| <input type="checkbox"/> | 304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition. |



- 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
 - 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
 - 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
 - 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
 - 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments

Section 305 - Interior Structure

- 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
 - 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBD as required for existing buildings.
 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
 2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
 3. Structures or components thereof that have reached their limit state.
 4. Structural members are incapable of supporting nominal loads and load effects.
 5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- 305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
- 305.3 - Interior surfaces - Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
- 305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
- 305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- 305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer.

Comments

Section 306 - Component Serviceability



<input checked="" type="checkbox"/>	306.1 - General - The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a safety condition.
<input checked="" type="checkbox"/>	306.1.1 Unsafe Conditions - Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.
<input type="checkbox"/>	1. Soils that have been subjected to any of the following conditions:
<input type="checkbox"/>	1.1 Collapse of footing or foundation.
<input type="checkbox"/>	1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion
<input type="checkbox"/>	1.3 Adverse effects to the design strength of footing, foundation concrete or other structural element due to a chemical reaction from the soil.
<input type="checkbox"/>	1.4 Inadequate soil as determined by a geotechnical investigation.
<input type="checkbox"/>	1.5 Where the allowable bearing capacity of the soil is in doubt.
<input type="checkbox"/>	1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
<input type="checkbox"/>	2. Concrete that has been subjected to any of the following conditions:
<input type="checkbox"/>	2.1 Deterioration
<input type="checkbox"/>	2.2 Ultimate deformation
<input type="checkbox"/>	2.3 Fractures
<input type="checkbox"/>	2.4 Fissures
<input type="checkbox"/>	2.5 Spalling
<input type="checkbox"/>	2.6 Exposed reinforcement
<input type="checkbox"/>	2.7 Detached, dislodged or failing connections
<input type="checkbox"/>	3. Aluminum that has been subjected to any of the following conditions:
<input type="checkbox"/>	3.1 Deterioration
<input type="checkbox"/>	3.2 Corrosion
<input type="checkbox"/>	3.3 Elastic deformation
<input type="checkbox"/>	3.4 Ultimate deformation
<input type="checkbox"/>	3.5 Stress or strain cracks
<input type="checkbox"/>	3.6 Joint fatigue



<input type="checkbox"/>	3.7 Detached, dislodged or failing connections
<input type="checkbox"/>	4. Masonry that has been subjected to any of the following:
<input type="checkbox"/>	4.1 Deterioration
<input type="checkbox"/>	4.2 Ultimate deformation
<input type="checkbox"/>	4.3 Fractures in masonry or mortar joints
<input type="checkbox"/>	4.4 Fissures in masonry or mortar joints
<input type="checkbox"/>	4.5 Spalling
<input type="checkbox"/>	4.6 Exposed reinforcement
<input type="checkbox"/>	4.7 Detached, dislodged or failing connections
<input type="checkbox"/>	5. Steel that has been subjected to any of the following conditions:
<input type="checkbox"/>	5.1 Deterioration
<input type="checkbox"/>	5.2 Elastic deformation
<input type="checkbox"/>	5.3 Ultimate deformation
<input type="checkbox"/>	5.4 Metal fatigue
<input type="checkbox"/>	5.5 Detached, dislodged or failing connections
<input checked="" type="checkbox"/>	6. Wood that has been subjected to any of the following conditions:
<input checked="" type="checkbox"/>	6.1 Ultimate deformation
<input type="checkbox"/>	6.2 Deterioration
<input type="checkbox"/>	6.3 Damage from insects, rodents and other vermin
<input type="checkbox"/>	6.4 Fire damage beyond charring
<input type="checkbox"/>	6.5 Significant splits and checks
<input type="checkbox"/>	6.6 Horizontal shear cracks
<input type="checkbox"/>	6.7 Vertical shear cracks
<input type="checkbox"/>	6.8 Inadequate support
<input checked="" type="checkbox"/>	6.9 Detached, dislodged or failing connections
<input checked="" type="checkbox"/>	6.10 Excessive cutting and notching

Comments

<input type="checkbox"/>	Section 307 - Handrails and guardrails
<input checked="" type="checkbox"/>	Section 308 - Rubbish and garbage



- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 308.1 - Accumulation of rubbish and garbage - Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. |
| <input type="checkbox"/> | 308.2 - Disposal of rubbish - Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers. <ul style="list-style-type: none"><input type="checkbox"/> 308.2.1 - Rubbish storage facilities - The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.<input type="checkbox"/> 308.2.2 - Refrigerators - Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors. |
| <input type="checkbox"/> | 308.3 - Disposal of garbage - Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing garbage in approved garbage disposal facility or approved garbage containers. <ul style="list-style-type: none"><input type="checkbox"/> 308.3.1 - Garbage facilities - The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit or an approved leakproof, covered garbage container.<input type="checkbox"/> 308.3.2 - Containers - The operator of every establishment producing garbage shall provide, and at all times cause to be used, approved leakproof containers provide with close fitting covers for storage of such material until removed. |

Comments

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Section 309 - Pest Elimination |
| <input checked="" type="checkbox"/> | 309.1 Infestation - Structures shall be kept free from insect and rodent infestations. |
| <input checked="" type="checkbox"/> | 309.2 - Owner - The owner of any structure shall be responsible for pest elimination prior to renting or leasing the structure. |
| <input type="checkbox"/> | 309.3 - Single occupant - The occupant of a one-family dwelling or of a single tenant nonresidential structure shall be responsible for pest elimination on the premises. |
| <input type="checkbox"/> | 309.4 - Multiple occupancy - The owner of a structure containing two or more dwelling units shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. |
| <input type="checkbox"/> | 309.5 - Occupant - The occupant of any structure shall be responsible for continued rodent and pest free condition of the property. |

Comments

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Section 404 - Occupancy Limits |
| <input type="checkbox"/> | Section 502 - Required facilities |
| <input type="checkbox"/> | Section 503 - Toilet Rooms |
| <input type="checkbox"/> | Section 504 - Plumbing systems and fixtures |
| <input type="checkbox"/> | Section 505 - Water system |
| <input type="checkbox"/> | Section 506 - Sanitary drainage system |
| <input type="checkbox"/> | Section 507 - Storm drainage |
| <input type="checkbox"/> | Section 601 - Mechanical - General |
| <input type="checkbox"/> | Section 602 - Heating facilities |
| <input type="checkbox"/> | Section 603 - Mechanical equipment |
| <input checked="" type="checkbox"/> | Section 604 - Electrical Facilities |



- 604.1 Facilities required - Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.
- 604.2 Service - Dwelling units shall be served by a three-wire, 120/240 volt, single phase service with a minimum of 60 amps.
- 604.3 Electrical system hazards - Where it found that the electrical system in a structure constitutes a hazard to the occupants or has inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, the code official shall require the defects to be corrected to eliminate the hazard.
 - 604.3.1.1 - Electrical distribution equipment, motor circuits, power equipment, transformers, wire cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low voltage fuses, luminaires, ballasts, motors, electronic control, signaling and communication equipment that were exposed to water shall be replaced.
 - 604.3.2.1 - Electric switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire shall be replaced.

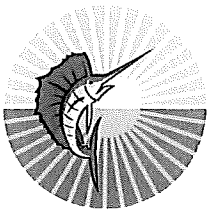
Comments

- Section 605 - Electrical equipment
- 605.1 Installation - Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe manner
- 605.2 Receptacles - Every habitable space in a dwelling shall have at least 2 separate and removable receptacle outlets. Every laundry area shall have at least 1 grounding type receptacle. Every bathroom shall have at least 1 receptacle. All receptacles have faceplates.
- 605.3 Luminaires - Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall have at least 1 electric luminaire. Pool/spa luminaires over 15 V shall have ground fault protection.
- 605.4 Wiring - Flexible cords shall not be used for permanent wiring, or for running through doors, windows or cabinets, or concealed within walls, floors or ceilings.

Comments

- Section 606 - Elevators, escalators and dumbwaiters
- Section 607 - Duct systems
- Section 701 - General fire safety requirements
- Section 702 - Means of egress
- Section 703 - Fire resistance ratings
- Section 704 - Fire protection systems

Additional Comments



THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT

Florida

October 19, 2020

Case #: 20-0566

FORT PIERCE UTILITIES AUTHORITY
206 S 6TH STREET
FT PIERCE, FL 34950

RE: Address: 513 N 18TH ST
Tax ID #: 2409-602-0293-000/9

To Whom it May Concern:

It has come to our attention that your and/or your company may have a legal or financial interest in the above referenced property.

The building or structure has been declared unsafe and is scheduled for demolition. If no action is taken to come into compliance within the next thirty (30) days, the City will initiate demolition proceedings in accordance with our City Charter. The City will hire a demolition contractor to remove the building or structure and all costs incurred will be charged against the owner and lien filed upon such real estate.

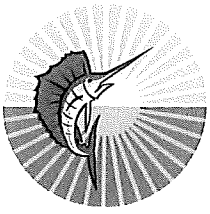
Any person having a legal interest in the property may appeal this notice by placing such appeal in writing and forwarding to my attention. Failure to appeal within twenty (20) days from the date of this notice will constitute a waiver of all rights to an administrative appeal.

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce

*Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablité ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun pòu nou espliké sa tou suit.*



THE SUNRISE CITY

FORT PIERCE
CODE ENFORCEMENT
Florida

October 8, 2020

Case #: 20-0566

JPL INVESTMENTS CORP
8724 S W 72 ST. NO 382
MIAMI, FL 33173

RE: Address: 513 N 18TH ST
Tax ID #: 2409-602-0293-000/9

To Whom it May Concern:

It has come to our attention that your and/or your company may have a legal or financial interest in the above referenced property.

The building or structure has been declared unsafe and is scheduled for demolition. If no action is taken to come into compliance within the next thirty (30) days, the City will initiate demolition proceedings in accordance with our City Charter. The City will hire a demolition contractor to remove the building or structure and all costs incurred will be charged against the owner and lien filed upon such real estate.

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Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce

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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT

Florida



AFFIDAVIT OF MAILING

CASE NO: 20-0566

RE: 513 N 18TH ST

BEFORE ME, the undersigned authority, personally appeared Margaret M. Arraiz, Code Compliance Manager for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That a Notice of Violation and an Affidavit of Unsafe Building was mailed today by first class mail to:

VONOD GUPTA
17962 FOXBOROUGH LN
BOCA RATON, FL 33496

FURTHER AFFIANT SAYETH NOT.

DATED this 13th day of April, 2020.

Margaret M. Arraiz
Margaret M. Arraiz, Code Compliance Manager

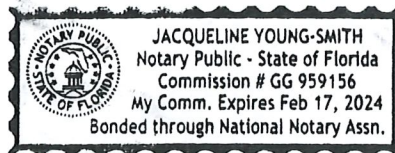
STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 13th day of April, 2020.

Jacqueline Young-Smith
NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES:





THE SUNRISE CITY

FORT PIERCE
CODE ENFORCEMENT
Florida



AFFIDAVIT OF POSTING - PLACARD

CASE NO: 20-0566

RE: 513 N 18TH ST

BEFORE ME, the undersigned authority, personally appeared Chad Dawson, Code Enforcement Officer for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property listed above was posted with a CONDEMNED placard in accordance with the International Property Maintenance Code Section 108.4.

FURTHER AFFIANT SAYETH NOT.

DATED this 25 day of February, 2020.

Chad Dawson, Code Enforcement Officer

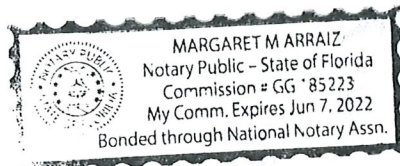
STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 25th day of February, 2020.

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES:





THE SUNRISE CITY

FORT PIERCE

CODE ENFORCEMENT

Florida



AFFIDAVIT
HOMESTEAD STATUS

IN THE MATTER OF: VONOD GUPTA
17962 FOXBOROUGH LN
BOCA RATON, FL 33496

CASE NO: 20-0566

RE: 513 N 18TH ST

BEFORE ME, the undersigned authority, personally appeared Margaret M. Arraiz, Code Compliance Manager, for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the current homestead status of property was checked with the St. Lucie County Tax Collector's Office and a copy of the status page from their website has been attached to this Affidavit.

The property identified above _____ IS / X IS NOT a homesteaded property.

FURTHER AFFIANT SAYETH NOT.

DATED this 20th day of October, 2020.

Margaret M. Arraiz
Margaret M. Arraiz, Code Compliance Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 20th day of October, 2020.

Jacqueline Young-Smith
NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES:





AFFIDAVIT

HISTORIC STRUCTURE STATUS

IN THE MATTER OF: VONOD GUPTA
17962 FOXBOROUGH LN
BOCA RATON, FL 33496

CASE NO: 20-0566

RE: 513 N 18TH ST

RECEIVED

OCT 20 2020

**CITY OF FORT PIERCE
PLANNING & ZONING**

BEFORE ME, the undersigned authority, personally appeared Maria Lewicka, Historic Preservation Planner, for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property identified above _____ IS / IS NOT a historic structure that requires a Certificate of Appropriateness prior to commencing demolition proceedings.

FURTHER AFFIANT SAYETH NOT.

DATED this 21 day of OCTOBER, 2020.

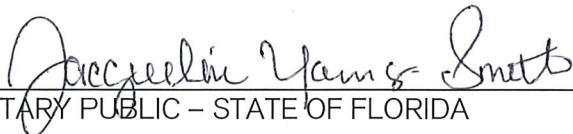


Maria Lewicka, Historic Preservation Planner

STATE OF FLORIDA
COUNTY OF ST. LUCIE

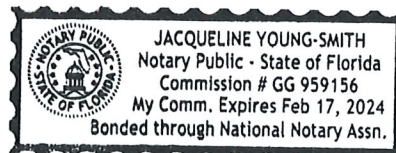
SWORN TO and SUBSCRIBED before me

this 21st day of October, 2020.

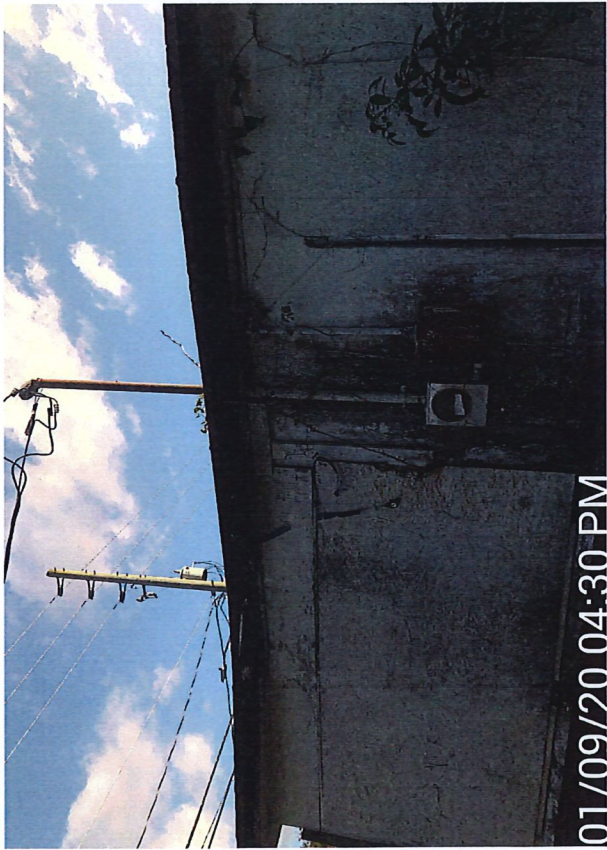
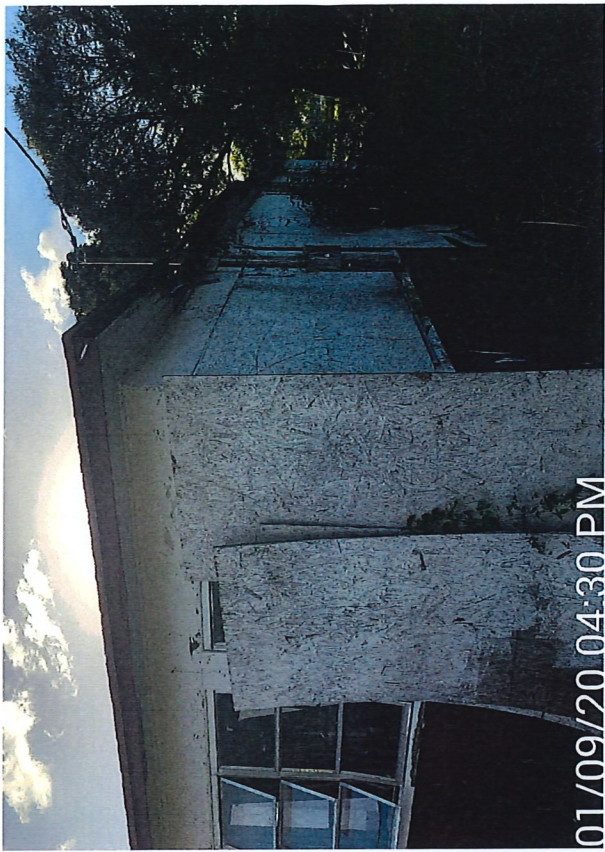


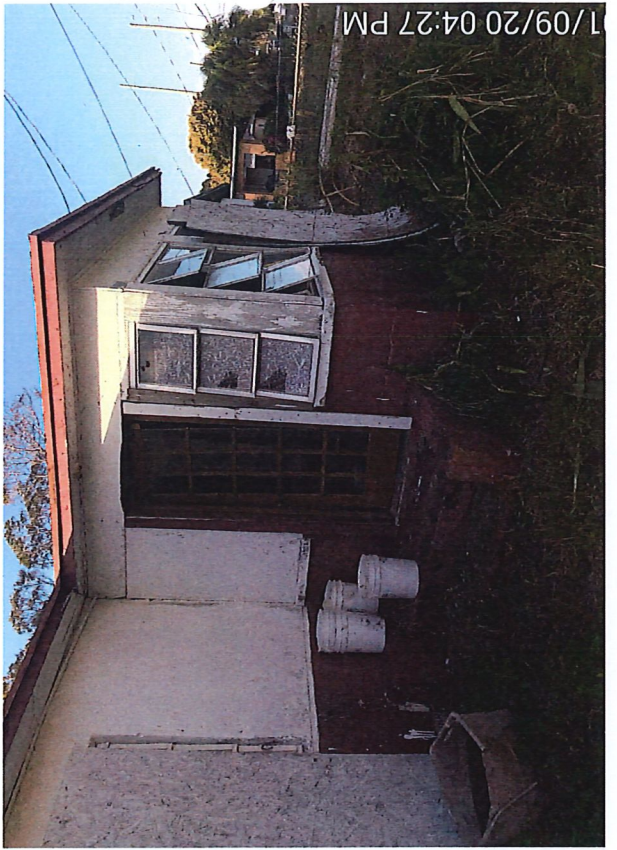
NOTARY PUBLIC - STATE OF FLORIDA

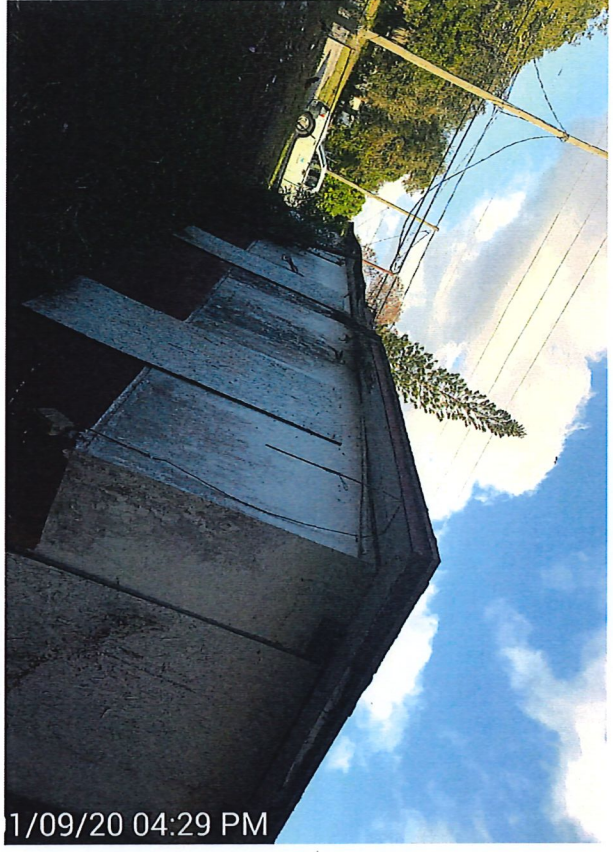
MY COMMISSION EXPIRES:















Auto Stamp

13/01/2024 11:25

Auto Stumper



13/01/2021 11:26

Auto Stamper



13/01/2021 11:27



Auto Stamper

13/01/2021 11:22



Auto Stamper



13/01/2021 11:24

Auto Stamper



13/01/2021 11:25

Auto Stumper

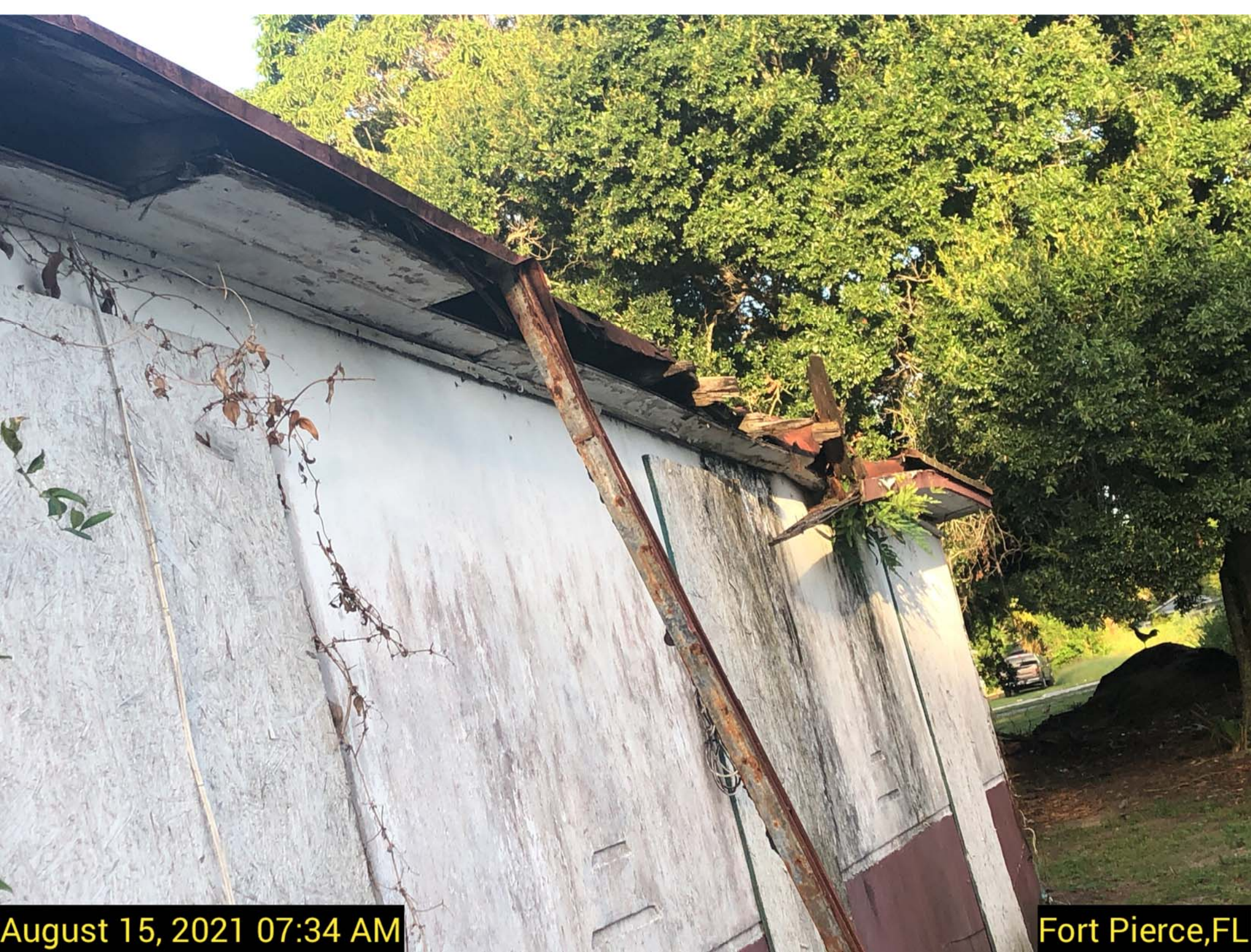


13/01/2021 11:26



August 15, 2021 07:33 AM

Fort Pierce, FL



August 15, 2021 07:34 AM

Fort Pierce, FL



August 15, 2021 07:33 AM

Fort Pierce, FL



August 15, 2021 07:33 AM

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Fort Pierce, FL



August 15, 2021 07:33 AM

Fort Pierce, FL

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

Property Identification

Site Address: 513 N 18th ST
Sec/Town/Range: 09/35S/40E
Parcel ID: 2409-602-0293-000-9
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 21916
Map ID: 24/09N
Zoning: Medium Den

Ownership

Albert Rolle
1060 Lincoln ST
Fellsmere, FL 32948

Legal Description

ALAMANDA VISTA S/D BLK N LOT 19 AND E 5 FT OF VAC ALLEY
ADJ ON W

Current Values

Just/Market Value: \$30,300
Assessed Value: \$30,300
Exemptions: \$0
Taxable Value: \$30,300



Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Total Areas

Finished/Under Air (SF): 1,136
Gross Sketched Area (SF): 1,136
Land Size (acres): 0.15
Land Size (SF): 6,730

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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RESOLUTION NO. 21-R__

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **513 N 18TH STREET** IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE **SHALL BE DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Code of Ordinances for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

WHEREAS, a public hearing was held before the City Commission on this date, February 1, 2021 to determine if the building or structure located at 513 N 18th Street, Fort Pierce, FL, 34950 is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

WHEREAS, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be demolished;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

513 N 18TH ST

ALAMANDA VISTA S/D BLK N LOT 19 AND E 5 FT OF
VAC ALLEY ADJ ON W

Parcel ID: 2409-602-0293-000/9

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and, in accordance with the Code of Ordinances of the City of Fort Pierce, order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, were provided the opportunity to be heard and to show cause why said building or structure should not be removed or demolished.

ALBERT ROLLE
1060 LINCOLN STREET
FELLSMERE, FL 32948

SECTION 3. The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

SECTION 4. The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

SECTION 5. A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Peter J. Sweeney, Esq.
City Attorney

CITY OF FORT PIERCE

513 N 18th Street

Condemnation & Demolition

Hearing



History

- ▶ Property initially condemned by the Building Department in 2015. Building was secured in lieu of demolition.
- ▶ In January 2020, a new complaint was initiated by Code Enforcement during routine inspection of the area, due to the roof collapsing and building being unsecured.
- ▶ Property Maintenance Inspection report completed by Ed Smith, Building Department Inspector, who recommended demolition of the structure due to the condition of the roof and the interior framing members being removed.
- ▶ Demolition hearing was scheduled before the City Commission on February 1, 2021 but was cancelled as a new owner purchased the property with intentions to rehabilitate.

Current Status / Response from Owner

- ▶ Building has become unsecure again.
- ▶ Call made to the owner and voicemail message left stating staff's intention to have the matter heard by the City Commission.
 - ▶ No response from owner.
- ▶ George and Associates submitted a permit application to re-shingle the roof on 9/1/2021.
 - ▶ Application was rejected on 9/7/2021 as plans were insufficient.
 - ▶ Per Shaun Coss, "The roof permit isn't enough to satisfy the condemnation and once it's ready to be issued (it's currently rejected) it will be issued with a permit condition that "This permit does not satisfy condemnation case 20-566."

Property Status Statement

Description	Status	Notes:
Homestead Status	Non-homesteaded	Confirmed with Property Appraiser and Tax Collector on 09/22/2021.
Occupancy	Not occupied – vacant	
Prior attempts by owner to remedy violation	None	
Additional code enforcement activity at the property	None current	
Historic Property	No	Confirmed on 10/21/2020
Utilities	None	
Building Permits	Yes	Rejected – does not satisfy condemnation per Shaun Coss.
Title Search Completed	Yes	Two parties were identified and have been provided notice of this hearing.







07:34 AM

Fort

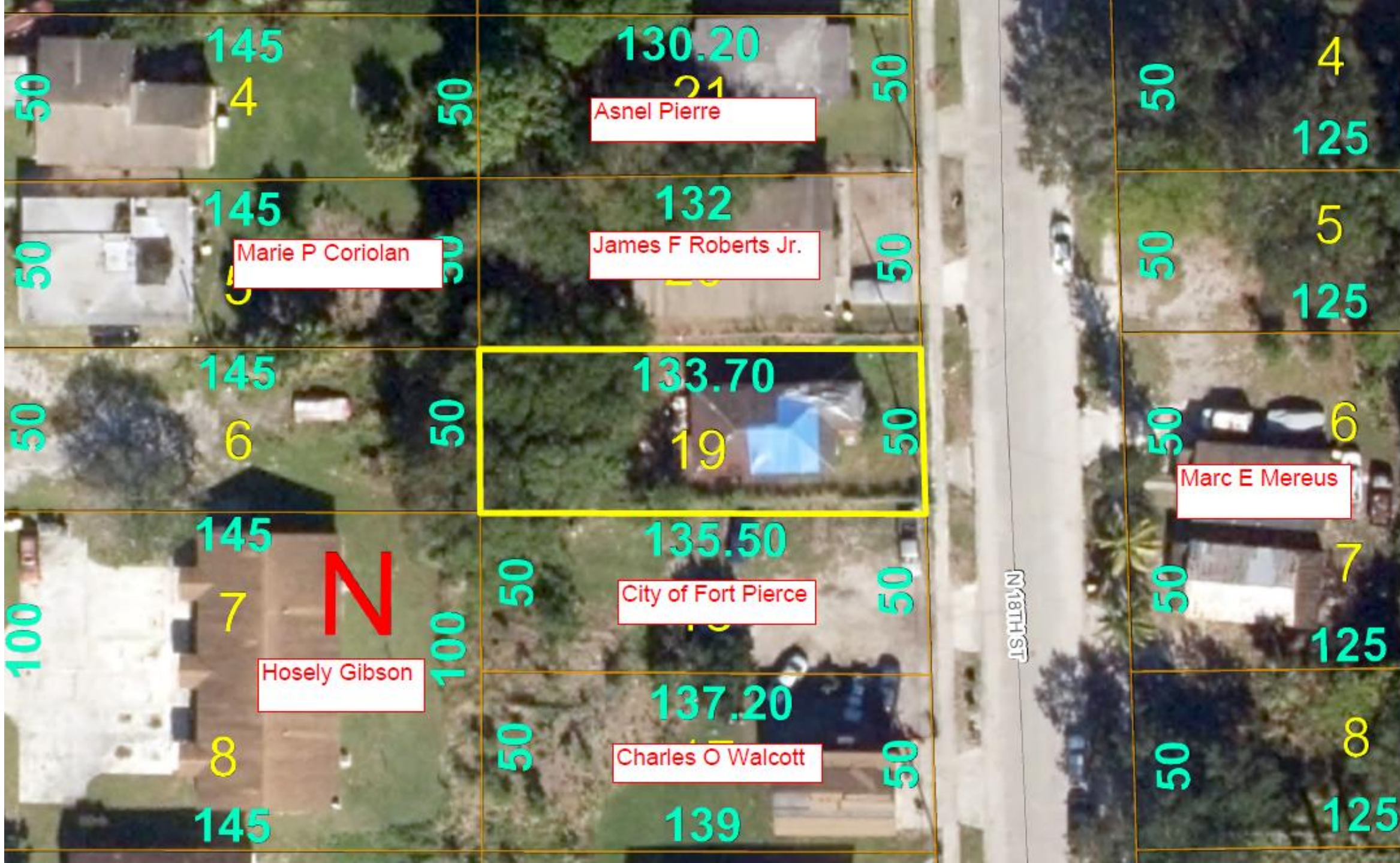


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Fort P







Action by the City Commission



- ▶ If sufficient evidence was presented by the City to support its recommendation to condemn the structure and order its removal, the Commission may adopt Resolution No. 21-R56.
- ▶ If evidence was presented that supports staff's request for condemnation, but is not sufficient to support its removal, the Commission may amend Resolution No. 21-R56.
- ▶ If the City did not present sufficient evidence to support its recommendation to condemn the structure and order its removal, the Commission may choose not to adopt Resolution No. 21-R56.

Next Steps



Notice provided to owner of Commission's decision

They have THIRTY (30) days to appeal.
Appeal is heard by the Circuit Court.



If Historic - place before HPB for approval

Skip step if not historic.



Final Notice

Sent to all parties providing fifteen (15) days to demolish.
This is not an opportunity to appeal - just to take action to remedy the situation.



Demolition

City vendor demolishes structure.
Lien for costs assessed against the property.



Questions?

City Commission Regular Meeting - 6:00 pm

13. a.

Meeting Date: 10/04/2021

Re: 1822 S 32nd Street - Setting hearing date

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

SUBJECT:

Resolution No. 21-R53 determining that the structure located at 1822 S 32nd Street (carport only) is unsafe and has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission. In accordance with the International Property Maintenance Code, the Building Official declared the structure an imminent danger and ordered its immediate demolition. Per the Rules of Procedure for Condemnation and Demolition, when such an action is taken, the procedures for demolition shall commence as soon as reasonably possible after the fact. A hearing to determine this matter is scheduled before the City Commission on November 1, 2021.

SUMMARY:

In accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why the building / structure should not have been condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on November 1, 2021.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Affidavit of Imminent Danger
Google Earth Photo
Resolution No. 21-R53

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 09/22/2021

Reviewed By

Nick Mimms

Date

09/22/2021 10:24 AM

Started On: 09/14/2021 11:53 AM



AFFIDAVIT OF UNSAFE BUILDING
IMMINENT DANGER

CASE NO: 21-1153

RE: 1822 S 32ND ST

BEFORE ME, the undersigned authority, personally appeared Paul Thomas, Building Official for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That, in accordance with the International Property Maintenance Code Section 112.1, the structure located on the property listed above is in imminent danger of failure or collapse or that the structure or part of the structure has fallen and life is endangered by the occupation of the structure, or there is actual or potential danger to the building occupants or those in the proximity of the structure.

That, in accordance with the International Property Maintenance Code Section 112.2, 112.3 and 112.4, I have ordered the following temporary or emergency repairs to be made immediately:

<input checked="" type="checkbox"/> Demolition	<input type="checkbox"/> Secure Structure (board up)	<input type="checkbox"/> Closing adjacent street
SPECIAL NOTES: <i>Car Port Only</i>		

FURTHER AFFIANT SAYETH NOT.

DATED this 14 day of September, 20 21.

Paul Thomas
 Paul Thomas, Building Official

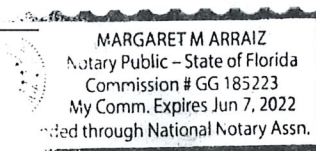
STATE OF FLORIDA
 COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 14th day of September, 20 21.

Margaret M Arraiz
 NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

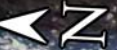




Google Earth

© 2021 Google

5.92 ft



RESOLUTION NO. 21-R53

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **1822 S 32ND STREET (CARPORT ONLY)** IN FORT PIERCE, FLORIDA, 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT HAVE BEEN **DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON NOVEMBER 1, 2021 AT 6:00 PM**, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 1822 S 32nd Street (Carport only), Fort Pierce, Florida, 34950 has been declared unsafe in accordance with Section 111 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, Section 113 of the International Property Maintenance Code requires that when a structure is found by the Code Official to be unsafe, such structure shall be condemned; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, the Building Official for the City of Fort Pierce, Florida found cause to declare the structure to be unsafe and an imminent danger to the public and ordered its immediate removal; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not have been condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

1822 S 32ND ST

FAIRLAWN S/D BLK 5 LOT 23

Parcel ID: 2417-506-0143-000/3

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before

the City Commission of the City of Fort Pierce, Florida why said building or structure, which was condemned by the Code Official in accordance with Section 111 of the International Property Maintenance Code, should not have been removed or demolished.

TUSHAR VAKIL
PO BOX 2737
VERO BEACH, FL, 32961

SECTION 3. Should the interested parties fail to show cause as to why the City Commission should not order the demolition or removal of the building or structure and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on November 1, 2021 at 6:00 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HERewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Tanya Earley, Esq.
Interim City Attorney

City Commission Regular Meeting - 6:00 pm

13. b.

Meeting Date: 10/04/2021

Re: Right of Reverter for Property Located at Sun Citrus Blvd.

Submitted For: Tanya Earley, Assistant City Attorney, City Attorney

SUBJECT:

Resolution 21-R54 authorizing the execution of a quitclaim deed releasing a right of reverter and mineral rights for the property located at Sun Citrus Blvd. and formerly known as the Hammond Road Landfill.

SUMMARY:

On April 16, 1990, the City Commission approved the bid and sale of property formerly known as the Hammond Road Landfill. The subject property is located at Sun Citrus Blvd., in St. Lucie County. The parties executed a warranty deed, which contained a right of reverter allowing the City to retake possession in the event the buyer failed to comply with certain environmental regulations. There is no evidence that the buyer failed to comply with said regulations and the buyer now seeks release of the reverter to facilitate sale of the subject property to a third party. State law generally limits reversionary interests to twenty-one (21) years. More than 21 years have passed since the deed was recorded and the City has not exercised the right of reverter. Inasmuch as the enforceability of the reverter clause is doubtful, approval is recommended.

RECOMMENDATION:

Approval of the proposed resolution.

ALTERNATIVES:

Approve the proposed resolution with changes or disapprove the proposed resolution.

RESPONSIBLE STAFF:

Tanya Earley, City Attorney's Office

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2022
Account: N/A
Amount: N/A

OTHER INFORMATION:

The expected fiscal impact would be \$0.

Attachments

Resolution 21-R54

Map

Correspondence from Current Owner

Form Review

Inbox

City Manager

Form Started By: Tanya Earley

Final Approval Date: 09/26/2021

Reviewed By

Nick Mimms

Date

09/26/2021 10:06 AM

Started On: 09/22/2021 09:27 AM

RESOLUTION NO. 21-R54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED RELEASING A RIGHT OF REVERTER AND MINERAL RIGHTS FOR THE FORMER HAMMOND ROAD LANDFILL**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 16, 1990, the City Commission declared surplus and awarded a bid for the sale of certain real property formerly known as the Hammond Road Landfill and located at Sun Citrus Boulevard with a parcel identification number of 1430-231-0001-000/1 (hereinafter the "Property"); and

WHEREAS, the sale of the Property was effectuated by a warranty deed recorded at O.R. Book 725, Page 282, in the Public Records of St. Lucie County, Florida; and

WHEREAS, said warranty deed contained a right of reverter and reservation of mineral rights in favor of the City (collectively hereinafter the "Right of Reverter"); and

WHEREAS, more than twenty-one (21) years have passed since the execution of said warranty deed and the City has not exercised the Right of Reverter;

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

Section 1. The City Commission authorizes the release via quitclaim deed of the Right of Reverter associated with the sale of the Property.

Section 2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to execute all documents and to take all actions necessary to effectuate the release of the Right of Reverter.

Section 3. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of October, 2021.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

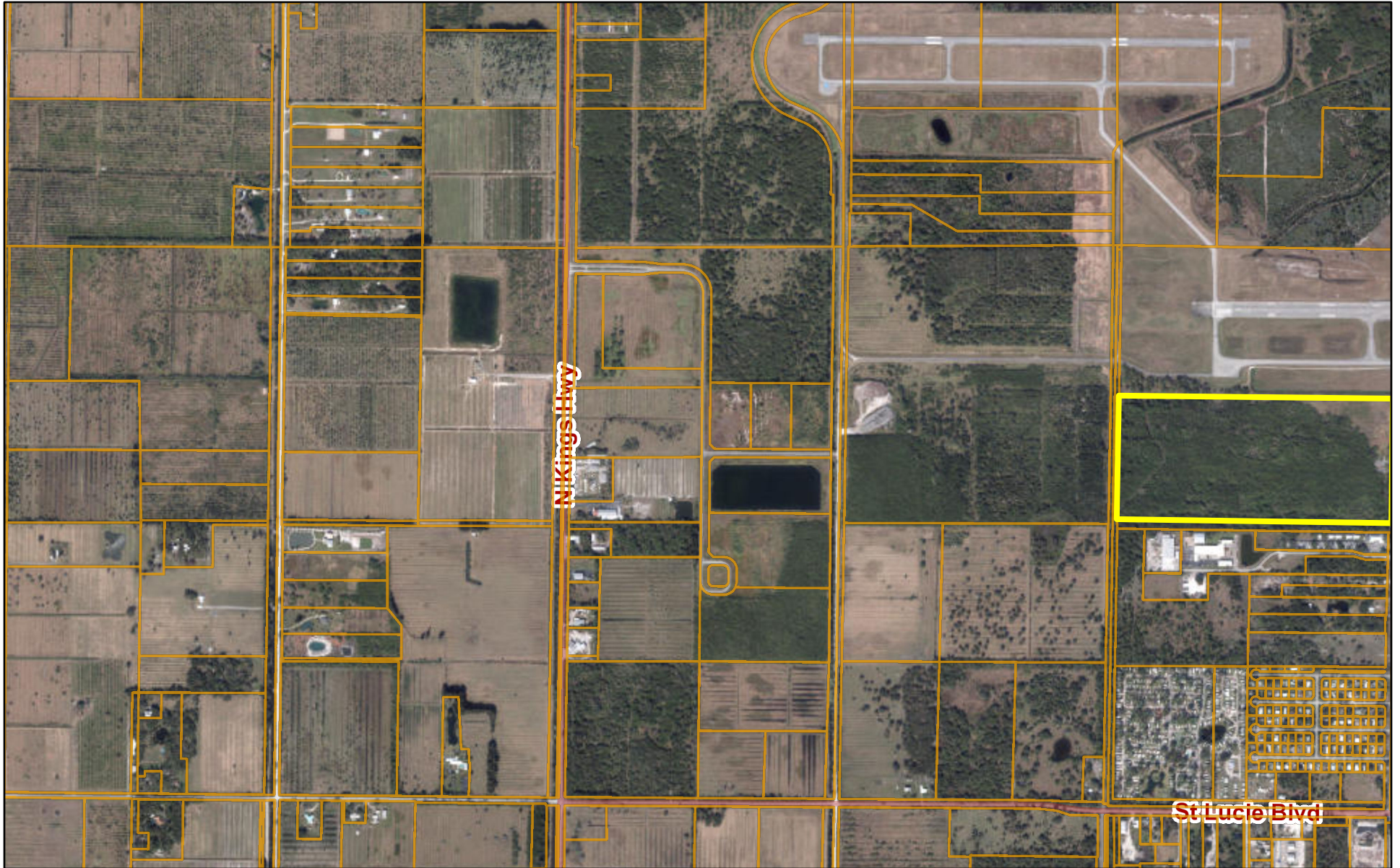
LINDA W. COX, CITY CLERK

(CITY SEAL)

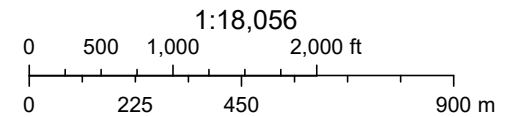
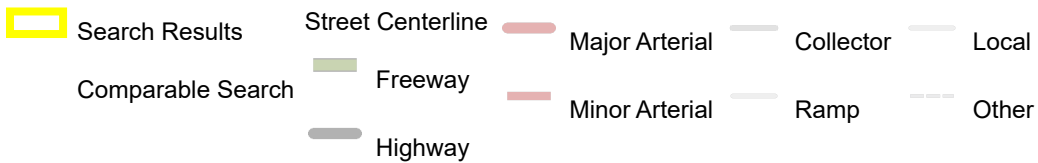
APPROVED AS TO FORM
AND CORRECTNESS:

TANYA EARLEY
INTERIM CITY ATTORNEY

Saint Lucie County Property Appraiser



September 22, 2021



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

DAVID R. ROY, P.A.
Attorneys At Law

David R. Roy, Esq.
4209 N. Federal Hwy.
Pompano Beach, FL 33064

Tel: (954) 784-2961
Fax: (954) 788-2425
E-Mail: David@davidroy.com
Web-Site: www.davidroy.com

September 26, 2019

City Attorney's Office
Attn: Pete Sweeney, City Attorney
100 N. US Highway 1
Fort Pierce, FL 34950

Re: Hammondville Road Landfill, Sun Citrus Blvd.
Parcel ID No. 1430-231-0001-000-1
Our File No. 19-DR-184

Dear Mr. Sweeney:

Please be advised that my office represents Mr. Frank DiMaria, individually and as Trustee under the Revocable Living Trust Agreement of Frank DiMaria pursuant to that certain Trust Agreement dated July 2, 2007 (hereafter the "Trust") with regard to the above referenced property. My client is under contract to sell this property and during the buyer's due diligence and title inspection period, objected to the language contained in the attached Special Warranty Deed executed by the City of Fort Pierce, Florida to Frank DiMaria. A copy of the Special Warranty Deed is attached hereto for your review and consideration. The specific objection is the reverter language contained on Exhibit "A" attached to the deed which provides as follows:

If the Grantee, his successors, grantees, assigns, personal representatives or heirs shall fail to comply with this requirement or any other requirement and the City of Fort Pierce is thereafter required to comply with DER requirements, this land shall revert to the City of Fort Pierce or by any future agreement with St. Lucie County, Florida to the Board of County Commissioners, St. Lucie County, Florida and the City of Fort Pierce shall retain all monies received upon acquisition of the property by Grantee.

Since the acquisition of this property, my client has complied with the requirements of the Florida Department of Environmental Protection as evidenced by that January 18, 2005 letter from the Department of Environmental Protection, a copy of which is attached hereto. I am also attaching the first 13 pages of the Phase II Environmental Report that was performed for the Treasure Coast Regional Planning Council back in September 2018 for your consideration. I can provide you with the entire Phase II report but it is 175 pages and most email servers do not support that size. Please advise if you would like me to forward this to you.

In order to overcome the objection of the buyer, I am requesting that the City of Fort Pierce release its right of reverter by executing a Quitclaim Deed to Mr. DiMaria, individually and to the Trust. I am not requesting that any of the other covenants and restrictions that run with the land be released and will leave that to the buyer to deal with.

The buyers due diligence is over but for this title objection and the closing is scheduled to close before the end of the year. If there is anything else that you may require or should you wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,



David R. Roy

DRR/tj

Enclosure

**1991 SPECIAL WARRANTY DEED
FROM THE CITY OF FORT PIERCE TO DIMARIA**

1092165

Rec Fee \$ 15.00 DOUGLAS DIXON
Add Fee \$ St. Lucie County
Doc Tax \$ 880.00 Clerk of Circuit Court
Int Tax \$ By J.S.
Total \$ 895.00 Deputy Clerk

Parcel ID Number:
Census #1 TR# 105 34 6143

[Space Above This Line For Recording Data]

Special Warranty Deed

This Indenture, Made this 29th day of January, 1991 A.D. Between
CITY OF FORT PIERCE, FLORIDA, a municipal corporation,, a corporation
existing under the laws of the state of Florida

of the County of St. Lucie, State of Florida, grantor, and
FRANK DIMARIA,

whose address is: 3428 E. Atlantic Blvd., Pompano Beach, Florida 33062

of the County of Broward, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
----- TEN & NO/100 (\$10.00) ----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate,
lying and being in the county of St. Lucie State of Florida to wit:

See attached Exhibit A for legal description which is attached
hereto and incorporated herein by reference.

Subject to temporary easement in favor of the St. Lucie County Port and Airport
Authority for monitoring wells.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has
good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantor.
In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Robert Holman
Frank Gabriel
Robert Holman
Frank Gabriel

CITY OF FORT PIERCE, FLORIDA, a
municipal corporation,
By: *William R. Dannahower*
William R. Dannahower
Mayor-Commissioner
By: *Cassandra Steele*
Cassandra Steele, City Clerk

APPROVED AS TO FORM AND CONTENTS
BY *Robert Holman* (Seal)
City Attorney (Corporate Seal)

STATE OF Florida
COUNTY OF St. Lucie

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements,
personally appeared William R. Dannahower and Cassandra Steele
well known to me to be the Mayor-Commissioner and City Clerk

respectively of the corporation named as grantor in the foregoing
instrument, and that they severally acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under
authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 29th day of January, 1991.

This Document Prepared By:
JOHN T. BRENNAN, ESQUIRE
BRENNAN/HAYS/KAR, JEFFERSON & GORMAN, P.A.
515-519 S. Indian River Drive, P.O. Box 3779
Fort Pierce, FL 34954-3779



Robert Holman
NOTARY PUBLIC, STATE OF Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. JULY 30, 1992
MADE THRU GENERAL 183, UNB.

RECORD AND RETURN TO
ROBERT J. GORMAN, ESQ.
COURTHOUSE BOX 9

EXHIBIT "A"

The South 1/2 of the Northwest 1/4 of Section 30, Township 34 South, Range 40 East, LESS AND EXCEPTING the North 100 feet thereof, and LESS the West 40 feet for Fort Pierce Farms Drainage District Canal #2, and LESS the South 45 feet for Fort Pierce Farms Drainage District Canal #25, St. Lucie County, Florida.

The above described parcel previously has been utilized as a landfill location, but has not been actively used as such for a number of years. The parcel being a currently unused landfill may be subject to "Long Term Care" provisions presently and/or in the future as specified by the Department of Environmental Regulation of the State of Florida and/or any other applicable governmental entity, agency or body. The Grantee, by acceptance hereof, and his successors, assigns, heirs, personal representatives and grantees will be required to undertake all necessary steps to comply with DER provisions for "Long Term Care" including, but not limited to, application for closing, if not complete, monitoring, setting test wells, sampling, testing, cleanup, remedial work and as otherwise may be directed or required, as and if necessary. This covenant shall run with the land.

Grantee shall expend no less than \$100,000.00 for clean-up and remedial measures.

If the Grantee, his successors, grantees, assigns, personal representatives or heirs shall fail to comply with this requirement or any other requirement and the City of Fort Pierce is thereafter required to comply with DER requirements, this land shall revert to the City of Fort Pierce or by any future agreement with St. Lucie County, Florida to the Board of County Commissioners, St. Lucie County, Florida and the City of Fort Pierce shall retain all monies received upon acquisition of the property by Grantee.

The hereinabove described property shall not at any time be used for the storage, processing, disposing or recycling of any hazardous waste, toxic materials or substances deemed to be the same or otherwise subject to restrictions of any governmental body for storage, use, disposition or recycling.

This transaction shall further be subject to an agreement or understanding with the St. Lucie County Port and Airport Authority relative to the construction of structures, buildings or improvements of any type or nature within certain areas of the subject property and/or above certain elevations which agreement, though not of Public Record at this time, shall be binding upon Grantee upon its execution and recordation in the Public Records of St. Lucie County, Florida. Grantee further agrees that upon request of the St. Lucie County Port and Airport Authority, that he shall join in and execute such agreement. Said restrictions shall include, but not be limited to the following, and which restrictions the Grantee, by acceptance hereof, undertakes:

(1) Grantee shall neither construct nor permit the construction of any structures which would obstruct the visibility of any part of the air traffic patterns, approaches, runways, taxiways or operational portion of aprons or areas necessary for control of ground or air traffic on or at the St. Lucie County Airport from the air traffic control tower.

(2) The St. Lucie County Port and Airport Authority may remove or trim as required any trees or other plants which obstruct visibility from the control tower to any runways, taxiways, or operational portions of aprons and areas necessary for control of ground traffic now existing or as hereafter set out, established or utilized.

(3) At the request of the Federal Aviation Administration the Grantee will remove, adjust, or shield as required any light (i.e. beacon, street, security, etc.) owned and operated by the parties which causes air traffic controller visibility problems from the air traffic control tower.

(4) Grantee shall neither construct nor permit the construction of any structures within nine hundred fifty (950) feet of the centerline of Runway 9-27 and any westerly extension of such runway.

(5) These restrictions, covenants and agreements shall be deemed to be a covenant running with the land and shall be binding on the heirs, successors and assigns of the Grantee.

Grantee hereby accepts and agrees to be bound by all of the terms, conditions, restrictions and covenants herein stated.

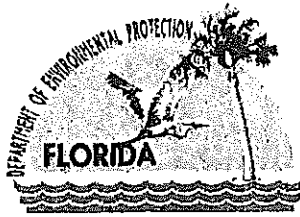
By:


FRANK DIMARIA

91 JUN 31 P3:39
1092165
FILED AND RECORDED
DOUGLAS DIXON
PD

O. R. BOOK 725 PAGE 284

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
LETTER FOR JANUARY 18, 2005**



Jeb Bush
Governor

Department of Environmental Protection

Southeast District
400 N. Congress Ave. Suite 200
West Palm Beach, Florida 33401

COPY

Colleen M. Castille
Secretary

JAN 18 2005

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Frank DiMaria
3428 E. Atlantic Boulevard
Pompano Beach, FL 33062

Subject: Site Rehabilitation Completion Order
Hammond Road Landfill
North Hammond Road
Fort Pierce, St. Lucie County
FDEP Facility ID# OGC Case No. 91-1531

Dear Mr. DiMaria:

The Florida Department of Environmental Protection (Department) is in receipt of the following technical documents, prepared and submitted by Atlantis Environmental Engineering, SRC Environmental Solutions, Inc., Shaw Environmental Consultants, Inc., and Robert R. Maschue, for this site:

- Consent Order, executed on October 19, 1991
- Contamination Assessment Plan (CAP), prepared by H2O Environmental, Inc., dated January 15, 1992.
- Partial Response to Request for Additional Information, prepared by Atlantis Environmental Engineering (AEE), dated September 21, 1992.
- CAP Addendum, prepared by AEE, dated November 17, 1992.
- CAP Addendum, prepared by SRC Environmental Solutions, Inc. (SRC), dated April 18, 1994.
- CAP Addendum, prepared by SRC, dated July 25, 1994.
- CAP Addendum, prepared by SRC, dated January 2, 1995.
- CAP Modification Investigation, prepared by Shaw Environmental Consultants, Inc. (Shaw), dated September 21, 1995.
- Letter Report: Preliminary Contamination Assessment Activities, prepared by Shaw, dated October 11, 1995.
- Contamination Assessment Report (CAR), prepared by Shaw, dated November 30, 1995.
- Response to Request for Additional Information, prepared by Shaw, dated February 29, 1996.
- CAP Addendum, prepared by Shaw, dated June 13, 1996.
- Monitoring Only Plan (MOP), prepared by Shaw, dated September 17, 1997.
- MOP Addendum, prepared by Shaw, dated December 19, 1997.

"More Protection, Less Process"

Printed on recycled paper.

- Consent Order Amendment, executed on June 3, 1998
- Monitoring Report, prepared by Robert Maschue, P.G., dated April 10, 2003.

The Southeast District's Waste Cleanup Section has reviewed the Site Rehabilitation Completion Report and Request for No Further Action Proposal (SRCR) dated October 25, 2004 (received October 28, 2004), prepared and submitted by Robert Maschue, P.G., for this site. Documentation submitted with the SRCR confirms that criteria set forth in the executed Consent Order Amendment (OGC Case No. 91-1531) have been met. The SRCR is hereby incorporated by reference in this Site Rehabilitation Completion Order (Order). Therefore, you are released from any further obligation to conduct site rehabilitation at the site for contamination associated with the former landfill listed above, except as set forth below. Failure to abide by the following requirements will result in the revocation of this Order.

- (1) Disturbing the cover on the landfill site has the potential to impact groundwater quality. The Department shall be notified prior to any construction activities, including land clearing, taking place on the property. The owner shall demonstrate that construction activities and the ultimate use of the property will not impact groundwater quality. The Department issued a document titled, "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida" dated May 3, 2001 that provides guidance on what is required to demonstrate that water quality will not be impacted. Alternatively, the owner may reopen case through the state Brownfields or similar cleanup program.
- (2) If concentrations of Benzene, Chlorobenzene and/or other contaminants of concern increase above the levels approved in this Order, or if a subsequent discharge of occurs at the site, the Department may require site rehabilitation to reduce concentrations of contaminants of concern to the levels approved in the SRCR or otherwise allowed by Rule.
- (3) This order applies to the assessment and remediation related to this case. This case is limited to the areas and parameters that were assessed in the documents listed above. A completion request for any other areas or parameters that are not covered in this order will need to be submitted to the Department and will require a separate assessment and remediation, if necessary.
- (4) Additionally, you are required to properly abandon all monitoring wells within 60 days of receipt of this Order. The monitoring wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(4), F.A.C.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative proceeding (hearing) is filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

- (A) If you choose to accept the Department's decision regarding the SRCR you do not have to do anything. This Order is final and effective as of the date on the top of the first page of this Order.
- (B) If you choose to challenge the decision, you may do the following:
 - (1) File a request for an extension of time to file a petition for hearing with the Agency Clerk in the Office of General Counsel of the Department within 21 days of receipt of this Order; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or
 - (2) File a petition for administrative hearing with the Agency Clerk in the Office of General Counsel of the Department within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to Section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Administrative Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Frank DiMaria, shall mail a copy of the request to Frank DiMaria at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this Order. Petitioner, if

different from Frank DiMaria, shall mail a copy of the petition to Frank DiMaria at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under Sections 120.569 and 120.57, F.S.

Pursuant to Subsections 120.54(5)(b)4. and 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

- (a) The name, address, and telephone number of each petitioner, the name, address, and telephone number of the petitioner's representative, if any, the site owner's name and address, if different from the petitioner, the FDEP facility number, and the name and address of the facility;
- (b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- (c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by the petitioner, or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective as of the date on the top of the first page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the clerk of the Department (see below).

Mr. Frank DiMaria
FDEP Facility ID# OGC Case No. 91-1531
Page five

Questions

Any questions regarding the Department's review of your NFAP should be directed to Lee Hoefert at (561) 681-6676. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

The FDEP Facility Number for this site is OGC Case No. 91-1531. Please use this identification on all future correspondence with the Department.

Kevin R. Neal 11/4/05
Kevin R. Neal Date
District Director
Southeast District

HR Port KCR
KRN/JPP/PAW/lch

cc: Robert Maschue, P. G., Solutech, Inc.
Alex Padva
City Attorney, City of Fort Pierce
Michael Cushman
DEP/OGC
DEP/Port St. Lucie Office
St. Lucie County Health Department
File

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to
§120.52 Florida Statutes, with the
designated Department Clerk, receipt
of which is hereby acknowledged.

Rachel Osborne 4/18/05
Clerk Date

**PHASE II ENVIRONMENTAL REPORT
PERFORMED SEPTEMBER 2018**

19 September 2018

Ms. Stephanie Heidt
Intergovernmental/Brownfields Coordinator
Treasure Coast Regional Planning Council
421 Southwest Camden Avenue
Stuart, FL 34994

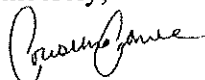
Subject: Phase II Environmental Site Assessment Report
Subject Site: Approximately 71 acres of the Former Hammond Road Landfill,
Fort Pierce, St. Lucie County, Florida,
Parcel ID # 1430-231-0001-000-1

Dear Ms. Heidt:


Pursuant to your authorization of Geosyntec Consultant's (Geosyntec's) proposal dated 23 March 2018 (authorization was provided in July 2018), Geosyntec has prepared the enclosed Phase II Environmental Site Assessment (ESA) report for the Treasure Coast Regional Planning Council ("TCRPC" or "Client") for the approximately 71-acres known as the Former Hammond Road Landfill located in Fort Pierce, St. Lucie County, Florida - Parcel ID # 1430-231-0001-000-1 ("Site"). Enclosed is an electronic copy of the report.

Should you have questions regarding this submittal or need additional information, please do not hesitate to contact us. We appreciate the opportunity to be of service to you.

Sincerely,



Cristina Graver, P.E.(FL)
Engineer



David J. Latham, P.G.(FL)
Senior Geologist

Copy: Barbara Alfano, USEPA
J. Chris Herin, P.G.(FL) – Geosyntec
Peter Jones – St. Lucie County
Terry Lewis, Esq. – Lewis, Longman & Walker
David Roy, Esq.

Geosyntec[▷]
consultants

Prepared for:



Treasure Coast Regional Planning Council
421 Southwest Camden Avenue
Stuart, Florida 34994

PHASE II ENVIRONMENTAL SITE ASSESSMENT

**Subject Site: Approximately 71 acres of the
Former Hammond Road Landfill,
Fort Pierce, St. Lucie County, Florida,
Parcel ID # 1430-231-0001-000-1**

Prepared by:

Geosyntec[▷]
consultants

900 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487

Project Number: FE2954
September 2018

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1 INTRODUCTION AND BACKGROUND

1.1 Introduction

Geosyntec Consultants, Inc. (Geosyntec) was retained by the Treasure Coast Regional Planning Council (TCRPC) (“Client”) to perform a Phase II Environmental Site Assessment (ESA) of an approximately 71-acre parcel known as the Former Hammond Road Landfill located in Fort Pierce, St. Lucie County, Florida - Parcel ID # 1430-231-0001-000-1 (referred to herein as the “Subject Site”, or “Site”, as shown in **Figure 1**). This work was completed pursuant to TCRPC’s authorization of Geosyntec’s 23 March 2018 proposal (authorization was provided in July 2018). Geosyntec understands that St. Lucie County submitted an application that was accepted by TCRPC for the completion of a Phase II ESA for this Site under the terms of TCRPC’s 2015 Brownfields Assessment Grant; this grant was awarded to TCRPC by the U.S. Environmental Protection Agency (USEPA). Consequently, Geosyntec was authorized by TCRPC to conduct a Phase II ESA of the Site, for the benefit of St. Lucie County.

At TCRPC’s request, between December 2016 and August 2018, Geosyntec conducted a Phase I ESA of this Site for TCRPC in general accordance with the scope and limitations of the American Society for Testing and Materials (ASTM) Practice E 1527-13, titled “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” (ASTM E 1527-13). Geosyntec’s August 2018 Phase I ESA to TCRPC concluded that Geosyntec found two recognized environmental conditions (RECs) and one historical recognized environmental condition (HREC) associated with this Site. With input from TCRPC, St. Lucie County, and USEPA, Geosyntec developed a Phase II ESA scope of work¹ that included the environmental assessment of soil and groundwater to evaluate the presence of certain types of subsurface impacts at the Subject Site in multiple locations. Through conduct of this Phase II ESA, Geosyntec attempted to further investigate Geosyntec’s 2018 Phase I ESA-identified RECs and HREC at the Site. A listing of the RECs that were investigated at the Subject Site is presented in **Table 1**. It should be noted that Geosyntec’s Phase II ESA focused on historical land use (as a municipal solid waste landfill) at the Site and past-identified soil and groundwater contamination at the Site based on historical testing by others.

¹ Please note that the sampling scoped herein was a coarse screening effort for soil and groundwater and did not consider other issues such as geotechnical concerns or other media such as landfill gas and canal surface water/sediment. This coarse sampling approach was not intended to be compliant with more conservative contamination assessment environmental agency guidance (for example, in terms of horizontal and vertical density of samples). Furthermore, the analytical suites may not have been comprehensive in terms of the types of contaminants which may be present. As such, the enclosed sampling could have missed contamination that may exist.

1.2 Site Location

The Site is an approximate 71-acre parcel located adjacent to Sun Citrus Boulevard, Fort Pierce, Florida. The Site is located in a residential, industrial and agricultural area and was found to be bounded by: the Treasure Coast International Airport (and Business Park) to the north, Hammond Road followed by Treasure Coast International Airport to the east; Fort Pierce Farms Water Control District (FPFWCD) Canal Number 25 followed by residential homes and the Sun Citrus Plant to the south; and, FPFWCD Canal Number 2 followed by orange groves to the west. The Site vicinity and topographic map are illustrated on **Figure 1**, and a Site layout is illustrated on **Figure 2**.

1.3 Site Description

Based on information provided by Mr. Frank DiMaria², who is the current owner of the Site, as well as observations made during Geosyntec's 5 December 2016 Site reconnaissance and follow-up Site reconnaissance on 20 June 2018, the Site was observed to be vacant with heavy vegetation covering a large portion of the Site. An approximate 6-foot chain link fence surrounded the perimeter of the Site. Two canals were identified near the Site along each of the western and southern Site boundaries. Several areas were observed by Geosyntec where buried waste was extending outside of the landfill's final cover. The observed waste items included used automobile tires, general household trash, an apparent electrical box and barbed wire. A detailed Site plan showing some general Site features is illustrated on **Figure 2**.

A listing of the RECs that were noted in Geosyntec's 2018 Phase I ESA of the Subject Site is summarized in **Table 1**. Based on observations made during Geosyntec's Phase I ESA file review, the Site was reportedly utilized as a municipal solid waste landfill from 1966 through the 1980s. According to a Florida Department of Environmental Protection (FDEP) September 1986 inspection, the landfill at the Site collected the following types of wastes: (i) residential; (ii) commercial; (iii) industrial; (iv) septic tank pumping; (v) dead animals; (vi) hazardous; (vii) medical; and, (viii) waste water treatment sludge.

Figure 1 illustrates the approximate Subject Site location and regional topography. According to Geosyntec's 2018 Phase I ESA, the Subject Site has an elevation of approximately 19 feet above mean sea level and is relatively flat. Based on previously-reported groundwater flow data in close

² Mr. DiMaria was provided with a copy of the Geosyntec's 2018 Phase I ESA, and Geosyntec's Phase II ESA scope of work. He had given permission to St. Lucie County for completion of the Phase I ESA work and subsequently gave permission to complete the Phase II ESA at the Site.

proximity to the Site, Geosyntec noted that interpretations by others showed the surficial groundwater flow direction in proximity to the Site was radial and, was also shown to be primarily towards the south. Reports indicate that the groundwater flow at and in the vicinity of the Site is likely influenced by the canals to the south and west. Local groundwater flow direction may vary depending on area groundwater pumping, surface water bodies, land use and development, localized topography, and other macro and micro features.

2 INVESTIGATION APPROACH

Geosyntec's 2018 Phase II ESA investigation approach was designed to target shallow subsurface soils and groundwater to address the two RECs and the HREC. For each of these, a selected number of soil and/or groundwater samples were planned for collection:

Work Item (Finding)	Number of Soil Borings	Maximum Boring Depth	Number of Temporary Monitoring Wells	Number of Samples	
				Soil	Groundwater
A (Historical Onsite Land Use) [REC]	10	10 feet below land surface (ft BLS)	10	1 per boring	1 per monitoring well
B (Known Contamination at the Site) [HREC]	Soil borings and sampling for Finding B are covered under the proposed soil sampling activities for Finding A.	10 ft BLS	1 – Additional monitoring well plus sampling for Finding B also covered under the proposed groundwater sampling activities for Finding A.	1 per boring	1 per monitoring well
C (Known Radionuclide Contamination at and in the vicinity of the Site) [REC]	Not Applicable (N/A)	N/A	1 – Additional monitoring well plus sampling for Finding C also covered under proposed sampling activities for Finding A and Finding B (3 wells under those prior work items also sampled for these parameters).	N/A	1 per monitoring well
Total	10	---	12	10	12

For each sampling location, the Phase II ESA incorporated a suite of chemical analyses designed to focus on certain potential impacts to soil and groundwater at that location based on observations made during Geosyntec's 2018 Phase I ESA. These generally included volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), organochlorine pesticides (OCPs), and the 8 Resource Conservation and Recovery Act (RCRA) metals as well as polychlorinated biphenyls (PCBs) in soil and total dissolved solids (TDS) in groundwater. Sample locations that were targeted for potential radionuclide contamination were analyzed for Radium 226, Radium 228, and Gross Alpha in groundwater based on review of historical data collected in December 1995 and reported in the December 1995 Contamination Assessment Report prepared by Shaw Environmental Consultants, Inc.; this report indicated the exceedance of regulatory criteria. Additionally, Geosyntec's interviewing efforts (including Paul Wierzbicki with the

Florida Dept. of Environmental Protection [FDEP]) indicated that the environmental assessment for radionuclides has not been conducted at the Site. Sampling locations were selected based on the environmental conditions identified during Geosyntec's 2018 Phase I ESA, and the approach was designed in an effort to assess soil and groundwater quality in the vicinity of areas where contamination had previously been detected and/or to provide additional sampling coverage for the Site (additional, in comparison to historical sampling reported in Geosyntec's 2018 Phase I ESA).

Geosyntec performed the Phase II ESA sampling activities at the Subject Site from 30 July 2018 to 3 August 2018. The Phase II ESA included targeted vegetative clearing (to allow better access to sampling locations) followed by hand auger (HA) and direct-push technology (DPT) drilling activities for the purposes of collecting soil samples, and installation of temporary, shallow monitoring well points into the water table for the purpose of collecting groundwater samples to address each of the concerns identified in **Table 1**. The general scoped sampling approach included the number of boreholes, depths, and samples as outlined in the above-provided summary, with the understanding that field modifications through the addition and/or removal of sampling locations could be necessary due to field-encountered Site-specific conditions (these deviations are discussed in Section 3.5). In all, this investigation addressed the following issues:

- Historical Onsite Land Use (REC #1);
- Known Contamination at the Site (HREC #1); and
- Known Radionuclide Contamination at and in the vicinity of the Site (REC #2).

Table 1 summarizes some rationale for including each of these as an environmental concern and presents the actual number of soil and groundwater samples collected for each of these RECs. These locations are illustrated on **Figure 3**.

3 INVESTIGATION METHODOLOGY

Geosyntec personnel mobilized to the Subject Site from 30 July 2018 to 3 August 2018. Prior to proceeding with intrusive Phase II ESA activities, Geosyntec provided notification to the Sunshine State One Call of Florida (SSOCOF) to locate public utilities in the area of the proposed drilling. Soil and groundwater samples were collected in general accordance with FDEP standard operating procedures.

3.1 Land Clearing

Geosyntec retained a contractor, South Florida Land Clearing (SFLC), to perform land clearing activities at the Site. On 30 and 31 July 2018, a track hoe with a “thumb” attachment was used to clear vegetation, consisting primarily of Peruvian pepper trees, from portions of the perimeter of the Site, as illustrated on **Figure 2**. Clearing activities were limited to portions of the Site that were targeted for Geosyntec’s Phase II ESA sampling effort. On 1 August 2018, SFLC returned to the Site with a bulldozer to further level cleared areas and compact loose soil to allow for improved navigation of the cleared areas with a DPT drill rig. Several areas of unearthened buried waste, including materials such as glass, wood debris, household waste (such as soda cans), plastics (which included a medical syringe), used tires and textiles, were observed in cleared areas at the Site.

3.2 Borehole Drilling

Geosyntec contracted a driller to perform the drilling activities at the Subject Site. Prior to commencing DPT drilling activities, boreholes were advanced using a hand auger for borings with depths less than or equal to four feet below land surface (ft BLS). Downhole drilling equipment was decontaminated before each borehole was advanced.

For depths below four ft BLS, the soil cores were retrieved from a truck-mounted DPT drilling rig driving a 2-inch stainless steel macrocore sampler at regular depth intervals. Soil samples were collected using new, disposable 1¾-inch interior diameter butyrate liners, which were dedicated one per sampling interval. The soil cores were visually inspected at 2-ft intervals for the presence of unnatural staining, sheens, or liquids, field-screened with an organic vapor analyzer (OVA) equipped with a 10.6 electron volt (eV) photo-ionization detector (PID), and examined for the purpose of documenting the soil’s lithology. Field observations and lithologic descriptions associated with each soil borehole are summarized in **Table 2**, and borehole locations are illustrated on **Figure 3**.

The calibration of the PID was checked prior to use in the field. The procedure involved verifying the instrument response against a 100 parts per million (ppm) isobutylene gas standard.

3.3 Soil Sampling

As noted above, field observations and lithologic descriptions associated with each soil borehole are summarized in **Table 2**, and borehole locations are illustrated on **Figure 3**. In accordance with the sampling strategy outlined in Geosyntec's 23 March 2018 proposal and based on visual observations and/or field screening results (e.g., positive OVA readings, evidence of staining, etc.), one sample from each borehole was selected for laboratory analyses. The requested analyses for each sample sent to the laboratory are summarized in **Table 3** and included the following:

- VOCs by USEPA Method 8260C;
- PAHs by USEPA Method 8100;
- PCBs by USEPA Method 8082;
- OCPs by USEPA Method 8081A; and
- 8 RCRA Metals by USEPA 6000/7000 Series Methods.

Following soil sampling activities, the retrieved soil samples were stored in coolers with ice and released under chain of custody protocol to a laboratory, which is accredited by the National Environmental Laboratory Accreditation Program (NELAP). Analytical methods used by the laboratory are referenced in the analytical reports presented in **Appendix A**. Soil boring logs are included in **Appendix B**.

In accordance with Geosyntec's 23 March 2018 proposal, one duplicate soil sample was collected and submitted for analysis.

Following sampling, the boreholes were used as pilot holes for installation of temporary monitoring wells (See **Section 3.4**).

3.4 Groundwater Sampling

As presented in the sampling strategy in Geosyntec's 23 March 2018 proposal, Geosyntec collected twelve groundwater samples using temporary monitoring wells installed at each of the ten soil boring locations as well as two additional temporary monitoring well locations (only). Temporary, shallow monitoring wells equipped with 0.75 inch diameter pre-packed screens were installed into the water table using a DPT rig. Prior to sample collection, physical water quality parameters (pH, temperature, specific conductivity, dissolved oxygen, oxygen reduction potential, and turbidity) were recorded on groundwater sampling logs which are included as **Appendix B**. Prior to collecting the groundwater samples, Geosyntec purged the temporary monitoring wells for up to 45 minutes or until the color of the water turned clear.

The requested analyses for each sample sent to the laboratory are summarized in **Table 4** and

included the following, with the understanding that the list of requested analyses varied from location to location within the Site:

- VOCs by USEPA Method 8260C;
- PAHs by USEPA Method 8100;
- OCPs by USEPA Method 8081A;
- TDS by USEPA Method 160.1;
- 8 RCRA Metals by USEPA 6000/7000 Series Methods and USEPA Method 245.1;
- Gross Alpha by USEPA Method 00-02;
- Radium 226 by USEPA Method 903.0; and/or
- Radium 228 by USEPA Method Ra-05.

Samples were collected into clean bottles which were supplied by the laboratory and placed in coolers with ice immediately after collection.

Following groundwater sampling activities, the retrieved groundwater samples were stored in coolers with ice and released under chain of custody protocol to the laboratory. Analytical methods used by the laboratory are referenced in the analytical reports presented in **Appendix A**.

In accordance with Geosyntec's 23 March 2017 proposal, one duplicate soil sample was collected and submitted for analysis.

Geosyntec personnel returned to the Site on 31 August 2018 with a licensed driller to perform temporary monitoring well abandonment activities. The temporary groundwater monitoring wells were removed from the ground and each well borehole was filled to land surface with a Portland cement grout mixture.

4 SAMPLING RESULTS

4.1 Soil

Based on Geosyntec's Site observations, the lithology encountered at the Site generally consisted of sand and organic materials (with this descriptor, organic materials refer to dark lithologies and/or vegetative materials) to depths of up to 10 ft BLS. Soil vapor concentrations measured with the OVA in the soil samples recovered from the boreholes are summarized in **Table 2**; the highest observed OVA reading was 5.0 ppm. Based on visual observations of the soil cores, buried waste was observed in five of the ten borings and limited orange staining was observed in one of the ten borings. Aside from these observations, other unusual stains or other unnatural features were not noted.

The analytical results for soil samples at the Subject Site are summarized in **Table 5**, and laboratory analytical reports are presented in **Appendix A**. Concentrations of constituents in soil were compared against the FDEP's default residential, industrial, and leachability-to-groundwater Soil Cleanup Target Levels (SCTLs) included in Chapter 62-777, Florida Administrative Code (FAC). From this comparison, the more notable findings associated with the soil analytical results are as follows:

- *OCPs*: At least one of five OCPs (gamma-Chlordane, alpha-Chlordane, 4,4-DDE, dieldrin, and total chlordane) were detected in three of the ten soil samples at relatively low concentrations. The reported concentrations did not exceed the associated FDEP SCTLs.
- *8 RCRA Metals*: Relatively low concentrations of barium, chromium, and lead were detected in each of the ten soil samples. The highest reported concentrations of barium, chromium and lead were 12.1 mg/kg, 6.7 mg/kg, and 7.68 mg/kg, respectively. Additionally, arsenic was detected in five of the eleven soil samples and cadmium was detected in four of the eleven soil samples. The highest reported arsenic and cadmium concentrations were 0.472 mg/kg and 0.334 mg/kg, respectively. The reported concentrations of metals did not exceed the associated FDEP SCTLs.
- *VOCs*: No detections of VOCs above laboratory method detection limits were reported for the soil samples analyzed.
- *PAHs*: No detections of PAHs above laboratory method detection limits were reported for the soil samples analyzed.

- *PCBs*: No detections of PCBs above laboratory method detection limits were reported for the soil samples analyzed.

4.2 Groundwater

Twelve groundwater samples were collected from 1 August 2018 to 3 August 2018. In these twelve temporary monitoring wells, the observed depth to groundwater ranged from 3 to 9.5 ft BLS. No free product or sheen was observed.

The analytical results for groundwater samples at the Subject Site are summarized in **Table 6**, and laboratory analytical reports are presented in **Appendix A**. Concentrations of constituents in groundwater were compared against FDEP's default Groundwater Cleanup Target Levels (GCTLs) included in Chapter 62-777, FAC. From this comparison, the more notable findings associated with the groundwater analytical results are as follows:

- *TDS*: TDS was detected above the laboratory method detection limit in each of the groundwater samples analyzed for TDS. Exceedances of the GCTL for TDS (500 milligrams per liter [mg/L]), were observed in TW-6 and TW-11
- *VOCs*: At least one of two VOCs (Chlorobenzene and 1,3-Dichlorobenzene) were detected in four of the groundwater samples analyzed for VOCs at relatively low concentrations. The reported concentrations did not exceed the associated FDEP GCTLs.
- *PAHs*: No detections of PAHs above laboratory method detection limits were reported for the groundwater samples analyzed.
- *OCPs*: No detections of OCP above laboratory method detection limits were reported for the groundwater samples analyzed.
- *8 RCRA Metals*: Relatively low concentrations of barium, chromium, and lead were detected in each of the ten groundwater samples analyzed for metals. The highest reported concentrations of barium, chromium and lead were 0.149 mg/kg, 0.021 mg/kg, and 0.015 mg/L, respectively. Additionally, mercury was detected in one of the groundwater samples analyzed for metals at a concentration of 0.0002 mg/L. The reported concentrations of metals did not exceed the associated FDEP GCTLs.
- *Radionuclides*: At least two of the three radionuclides (Gross Alpha, Radium 226, and Radium 228) were detected in each of the four groundwater samples analyzed for radionuclides. The reported radionuclide concentrations did not exceed the associated FDEP GCTLs.

5 CONCLUSIONS

A Phase II ESA was performed by Geosyntec personnel wherein field work was conducted in July and August 2018 at the Site located in Fort Pierce, St. Lucie County, Florida to help support environmental due diligence activities. During Geosyntec's 2018 Phase II ESA, 10 soil samples and 12 groundwater samples were collected from a total of twelve borehole locations.

The lithology encountered at the Site generally consisted of sand and organic materials to depths of up to 10 ft BLS. Through this Phase II ESA effort (and through Geosyntec's 2018 Phase I ESA), buried waste has been found to exist at the Site. Geosyntec's observed depth to groundwater was approximately 3 to 9.5 ft BLS. No chemical free product or sheen was detected.

Analytical results from the soil and groundwaters sampling were compared to the FDEP's SCTLs (for soil) and GCTLs (for groundwater), as described in **Section 4**. From this comparison, a summary of what Geosyntec considered to be some of the most notable findings are as follows:

- No detections in soil samples showed an exceedance of the listed SCTLs.
- No detections in groundwater samples showed an exceedance of the listed GCTLs except that TDS was observed in two of the groundwater samples (TW-6 and TW-11) above the GCTL. Other detections were found in one or more groundwater samples but did not exceed a GCTL; these include VOCs, metals, radionuclides, and OCPs.

Due to the nature of the buried waste that was observed during this Phase II ESA field work, the areal extent and thickness of the overlying cover soils as well as geotechnical considerations in dealing with the subsurface waste to support redevelopment/construction at the Site would be key points of emphasis in future assessment work at the Site (for consideration under a different work scope).

6 QUALIFICATIONS OF STAFF

Cristina Graver, P.E. (FL), Engineer

Ms. Graver is a Professional Engineer with Geosyntec Consultants in Boca Raton with over five years of experience in the environmental field. Her professional experience as an environmental consultant includes projects involving air quality permitting, air quality compliance, process safety management, environmental regulatory compliance and due diligence, remediation of contaminated soil and groundwater, groundwater plume delineation, wastewater treatment design and storm water management. Cristina is a registered Professional Engineer in Florida and holds a Bachelor's degree in Civil and Environmental Engineering from Florida State University.

David Latham, P.G. (FL), Project Manager

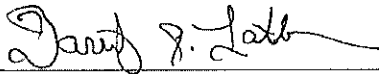
Mr. Latham is a licensed professional geologist (P.G.) in the State of Florida and has over 25 years of experience as a hydrogeologist dealing with assessment and remediation of impacted soil and groundwater at a wide range of commercial, industrial, and governmental facilities. His experiences include the following areas: property transaction environmental due diligence; environmental support for brownfields redevelopment; regulatory compliance; contamination assessments/site assessments; geophysical investigations for assessment of hydrogeological conditions; project and program management including compliance with quality assurance and environmental health and safety issues; and preparation and implementation of remedial action plans. Mr. Latham holds both a Master's Degree and Bachelor's Degree in Geology.

J. Chris Herin, P.G. (FL, KY, TX, PA), Project Director

Mr. Herin is a licensed P.G. in Florida, Kentucky, Texas, and Pennsylvania. He represents that at the time of preparation of this Phase II ESA report, he has over the last 28+ years worked as a hydrogeologist on a variety of projects. Included in his experience are the following types of work: property transaction environmental due diligence (e.g., Phase I and II ESAs; estimation of remediation costs; etc.); evaluation of compliance with environmental regulations; performance of remedial investigation/feasibility studies for contaminated properties; assessment of groundwater flow systems and the fate and transport of chemical contaminants in the environment; performance of geophysical investigations for assessment of hydrogeological conditions, buried materials and contamination; evaluation of the applicability of remedial measures for contaminated soil, groundwater and surface water systems. Over at least the last decade, Mr. Herin has served as the primary author or senior reviewer of over 500 environmental due diligence reports (Phase I and/or II ESAs) located throughout the U.S. Mr. Herin holds a Master's degree in Geology (with a concentration in hydrogeology) and a Bachelor's degree in Earth Science.

7 SIGNATURE BY ENVIRONMENTAL PROFESSIONAL

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR §312. I have the specific qualifications based on education, training, and experience to conduct a Phase II Environmental Site Assessment at a property of the nature, history, and setting of the Site.



Signed by David J. Latham, P.G. – Geosyntec Consultants

City Commission Regular Meeting - 6:00 pm

13. c.

Meeting Date: 10/04/2021

Re: 2202 Avenue I - Setting Hearing Date

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

SUBJECT:

Resolution No. 21-R55 determining that the structure located at 2202 Avenue I is unsafe, has been condemned in accordance with the International Property Maintenance Code as adopted by the City Commission and should be demolished. A hearing to determine this matter is scheduled before the City Commission on November 1, 2021.

SUMMARY:

In accordance with the City Code of Ordinances, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on November 1, 2021.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

Property ID Card
Google Earth Photo
Resolution No. 21-R__

Form Review

Inbox

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 09/22/2021

Reviewed By

Nick Mimms

Date

09/22/2021 10:16 AM

Started On: 09/08/2021 02:02 PM

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

Property Identification

Site Address: 2202 Avenue I
Sec/Town/Range: 04/35S/40E
Parcel ID: 2404-702-0010-000-4
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 17165
Map ID: 24/04S
Zoning: Medium Den

Ownership

Kenneth R Goyens
PO Box 4103
Tampa, FL 33677

Legal Description

SUNNY ACRES S/D NO 1 BLK 1 LOT 12 AND E 5 FT OF VAC ALLEY
ADJ ON W (OR 1618-20)

Current Values

Just/Market Value: \$58,500
Assessed Value: \$41,067
Exemptions: \$0
Taxable Value: \$41,067



Total Areas

Finished/Under Air (SF): 864
Gross Sketched Area (SF): 1,224
Land Size (acres): 0.17
Land Size (SF): 7,581

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Google Earth

© 2021 Google



7.36 ft

RESOLUTION NO. _____

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **2202 AVENUE I** IN FORT PIERCE, FLORIDA, 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE **DEMOLISHED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON NOVEMBER 1, 2021 AT 6:00 PM**, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

WHEREAS, the building or structure located at 2202 Avenue I, Fort Pierce, Florida, 34950 has been declared unsafe in accordance with Section 111 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, Section 113 of the International Property Maintenance Code requires that when a structure is found by the Code Official to be unsafe, such structure shall be condemned; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

2202 AVENUE I

SUNNY ACRES S/D NO 1 BLK 1 LOT 12 AND E 5 FT OF
VAC ALLEY ADJ ON W

Parcel ID: 2404-702-0010-000/4

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure, which was condemned by the Code Official in accordance with Section 111 of the International Property Maintenance Code, should not be removed or demolished.

KENNETH R GOYENS
PO BOX 4103
TAMPA, FL, 33677

TLGFY, LLC
CAPITAL ONE, NA AS COLL ASSIGN PO BOX 54347
NEW ORLEANS, LA, 70154

CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA, 70154

SECTION 3. Should the interested parties fail to show cause as to why the City Commission should not order the demolition or removal of the building or structure and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on November 1, 2021 at 6:00 PM in the City Commission Chambers located at 100 North US Highway 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

Tanya Earley, Esq.
Interim City Attorney

City Commission Regular Meeting - 6:00 pm

15. a.

Meeting Date: 10/04/2021

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson

Started On: 09/29/2021 04:27 PM

Final Approval Date: 09/29/2021

OCTOBER 2021

FORT PIERCE INSIDER



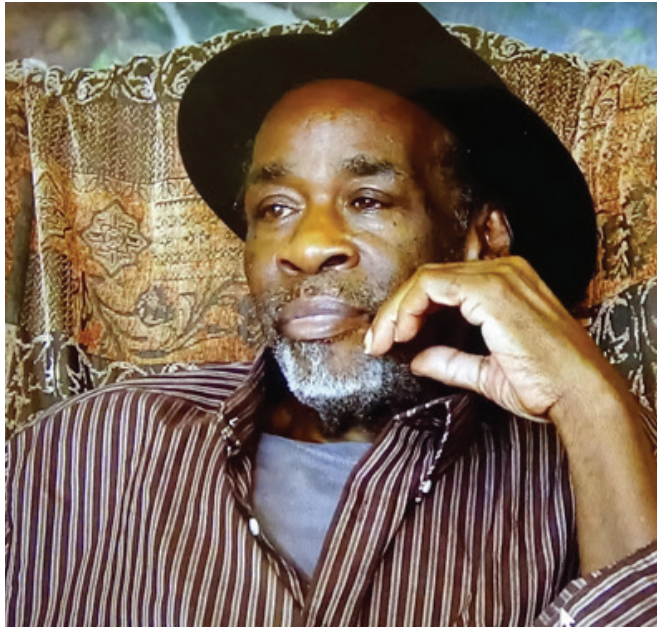
COMING TO FORT PIERCE



NOVEMBER 2ND - 6TH

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4 POLICE DEPARTMENT	16 INDIAN HILLS GOLF COURSE
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Remembering Florida Highwaymen, Willie Daniels

The iconic Florida Highwaymen artist, Willie Daniels was a gifted painter who made his mark in his beloved hometown, Fort Pierce. Daniels brought a unique distinguished style that impacted the canvas.

Daniels was born in 1950 in Bainbridge, Georgia but later moved to Fort Pierce, Florida in 1960. His family settled just a few houses away from Mary Ann Carroll, Roy McLendon, and Harold Newton – three future original Florida Highwaymen artists. Growing up around these talented artists, Daniels was eager to begin his artistic journey and try his hand with a paintbrush. He was a young, keen observer and learned the skill very quickly. Daniels fostered an instinctive, natural talent with the brush and vibrant illustrations became instantly recognizable. Daniels later became one of the original 26 Highwaymen and was inducted into the Florida Artists Hall of Fame in 2004.

“Daniels paintings are distinctive and unmistakable. Coming of age in the 60s to young adulthood in the 70s, his visual style stands out with densely packed compositions of curving tree trunks and coiling branches, often suffused with the hues of a bold sky and shimmering reflections, and a palette of almost fluorescent colors. Even a still scene appears to teem with vibrant life.” ~ A. E. Backus Museum.

The Florida Highwaymen are a group of well-known African American landscapes artists from the 1950s, and 70s taught by a friend and mentor, A.E. “Bean” Backus, a famous landscape artist. Renowned for their resourcefulness, speed, and creativity, the group of artists employed a unique painting style to assert their economic independence and agency during and after the segregation era.

Daniels passed Sunday, September 19, 2021 in Fort Pierce at age 71 after battling a long illness, according to his niece Shontae Armstrong. Daniels will always be remembered as a gentle, caring man that shared his passion for art with the rest of the world.



FORT PIERCE POLICE DEPARTMENT'S PROMOTION LIST:



On September 8, 2021, Chief Diane Hogley-Burney promoted seven worthy individuals to new leadership roles within the Fort Pierce Police Department. Their new roles are as follows. Officer Jason Braun was sworn into the Fort Pierce Police Department in May 1997. Officer Braun was promoted to the rank of Sergeant in December 2013. On August 6, 2021, Sergeant Braun was promoted to Lieutenant and will serve in the Administrative Bureau as the Administrative Support Lieutenant. He will be under the command of Deputy Chief Robert Ridle.

Officer Brian MacNaught was sworn into the Fort Pierce Police Department in August 2003. Officer MacNaught was promoted to the rank of Sergeant in December 2008. On August 6, 2021, Sergeant MacNaught was promoted to the position of Lieutenant and will serve in District 2 – Rotation C under the command of Deputy Chief Kenny Norris.

Officer Eddie Dove was sworn into the Fort Pierce Police Department in November 2001. On August 6, 2021, Officer Dove was promoted to the rank of Sergeant and will serve in District One under the command of Acting Lieutenant David Cuti.

Officer John Fasanello was sworn into the Fort Pierce Police Department in July 2006. On August 6, 2021, Officer Fasanello was promoted to the rank of Sergeant and will serve in the

Administrative Bureau – Community Engagement Unit under the command of Lieutenant Jason Braun.

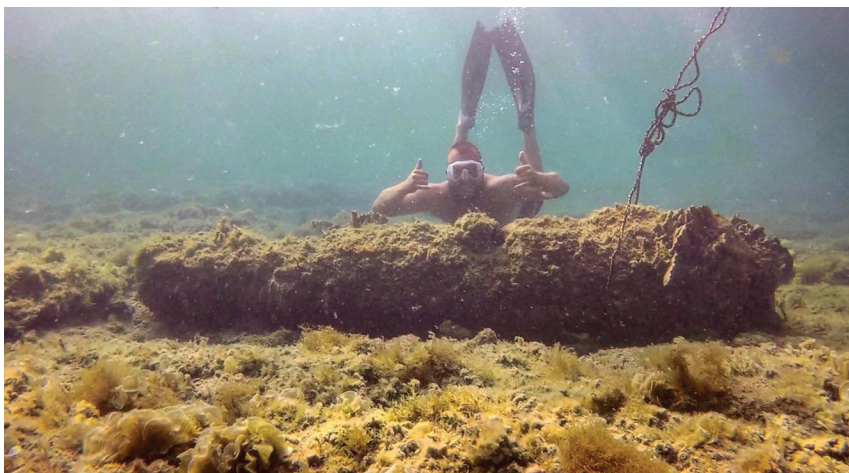
Officer Christopher Guadagno was sworn into the Fort Pierce Police Department in May 1996. On August 6, 2021, Officer Guadagno was promoted to the rank of Sergeant and will serve in the Crime Suppression Unit under the command of Lieutenant James Gagliano.

Officer Kyle MacCarthy was sworn into the Fort Pierce Police Department in January 2013. On August 6, 2021, Officer MacCarthy was promoted to the rank of Sergeant and will serve in the Community Policing Bureau in District 2 - Rotation D, under the command of Lieutenant Caleb Gillette.

Officer Rene Onese was sworn into the Fort Pierce Police Department in January 2013. On August 6, 2021, Officer Onese was promoted to the rank of Sergeant and will serve in District 1, Rotation D, under the command of Lieutenant Caleb Gillette

THE TREASURED PAST OF 1715

Chief Diane Hobbly-Burney and the Fort Pierce Police Department members were present for an informal yet momentous occasion where a three hundred plus-year-old cannon was lifted out of its special water treatment tank. The artifact was sent off for final preparations to allow it to be displayed. Also present were the Mayor of Fort Pierce, Ms. Linda Hudson, Mr. John Brandon, and Mr. Matt Samuel, who were instrumental in making this project happen, and a few others involved.



The cannon was placed in the water tank over three years ago for treatment and preservation after being discovered and retrieved from the Atlantic seafloor off the Treasure Coast. Great lengths have been taken to ensure the artifact is prepared correctly to be displayed for all to see. Some of those efforts include physical treatments of the cannon to securing all the necessary legal documents. Soon, the intent is to have the cannon permanently displayed in the downtown area of Fort Pierce. Thank you to all who have assisted in preserving this historical artifact.



A Traffic Stop One Youngster Will Never Forget



On September 3, 2021, a traffic stop was conducted on one of our younger citizens. Officer Damian Spotts was driving through the downtown area when he saw a young man riding a little scooter with his family. Seeing it as an opportunity to put a smile on someone's face, he conducted a traffic stop and used it as an opportunity to hand out a few police badge stickers

REDEVELOPMENT AND NEW DEVELOPMENT APPROVALS

Below is a summary of the planning projects approved by the Fort Pierce City Commission during the month of September. A few of the projects are highlighted in this report.

- ***Text Amendment to Chapter 125-321: to remove the Conditional Use approval requirement for structures seaward of the CCCL***
- ***Application for Site Plan to construct a 6,426 square foot clubhouse, with racquet courts 2400 South Ocean Drive***
- ***Application for a Site Plan to construct and operate an RV sales and service development at or near 2398 Peters Road***
- ***Application for a Site Plan to construct and operate a warehouse, office, and flex space development at or near 2496 South Kings Highway***
- ***Application for a Conditional Use with New Construction and a Site Plan to construct and operate a development that will contain office/flex space and RV storage at or near 2496 S. Kings Highway***
- ***Application for a Preliminary Plat to subdivide approximately 0.54 acres of land at or near the east side of Surfside Drive***



The Kings Highway Commerce Park project will be divided into at least two (2) phases of development. Phase 1 is the subject of this application, with the second phase anticipated for future office and warehouse use. As depicted on the site plan, at final completion it is anticipated that this project will bring almost 2 million square feet of office and warehouse uses along Kings Highway! The proposed building elevation is articulated with varying roof heights and accents, the elevations also incorporate the creation of living wall or green walls. The Landscape Plan will provide for a visual buffer on the perimeter of the site that helps to add an additional visual element to the site. Instead of regular swales the applicant is providing bio swales to create more landscaped areas and there will also be three (3) lakes around the perimeter of the property that will contain water features.



LOOKING WEST



ENTRY VIEW



LOOKING NORTH WEST



LOOKING NORTH EAST



LOOKING EAST



LOOKING SOUTH EAST

OCEAN VILLAGE

A 40.02-acre gated planned community with approximately 3,500 feet of beach frontage consisting of condominiums and single-family homes. Ocean Village offers 24-hour security, a Par-3 9-hole executive golf course, tennis courts, heated swimming pools, a jacuzzi, sauna, fitness center, card room, and a library with WI-FI. The proposed clubhouse will replace the existing approximate 3,455-square foot clubhouse with a new 6,426 square foot clubhouse. Additional site improvements include new racquet courts and modifications to parking, lighting, and water and sewer to serve the new building.



Project Hunt is proposing one (1) 39,200 square foot building proposed for retail sales and service of RVs and golf carts. The building itself will be divided into three (3) areas, consisting of 19,200 square feet of office/sales, 16,000 square feet of service bays, and 4,000 square feet for use as a body shop. All of the proposed uses are permitted by right pursuant to City Code. The project will provide for 489 total parking spaces between both Phase One (1) and Phase Two (2) of the development including regular, golf cart, RV parking, and inventory spaces. Phase One (1) will involve the construction of the retail and service building and the construction of 421 parking spaces. Additionally, the initial phase will involve the construction of the retention lake with a water feature, landscaping, and other associated site improvements. Phase Two (2) will consist of an additional 68 RV parking spaces. The proposed building elevation is articulated with varying roof heights and accents. The building architecture has a similar appearance to Camping World and Gander RV, which is located across this site to the northeast (across Interstate 95).



The Walsh Kings Highway project will consist of three buildings with two (2) of the buildings at 44,374 square feet each for a total of 88,748 square feet. The two (2) buildings will contain 22 individual units each that can be used for office, storage and flex space. The third building that will be 33,190 square feet and will contain 23 units for the purpose of covered and secured RV storage. The proposed design for the development is consistent with the built environment as most of the uses that surround the site are warehouse or distribution centers. The proposed building elevation is articulated with varying roof heights and accents. The Landscape Plan will provide for a visual buffer on the perimeter of the site.



THE SUNRISE CITY
FORT PIERCE
PUBLIC WORKS
DEPARTMENT
Florida

◀ **FALL 2021** ▶

COMMUNITY CLEANUP DAY

~INDIVIDUALS, FAMILIES, AND ORGANIZATIONS
ARE ENCOURAGED TO PARTICIPATE~

OCTOBER 09, 2021

SUPPLIES CAN BE PROVIDED

HOW TO PARTICIPATE

- REGISTER WITH INFORMATION BELOW - PICKUP SUPPLIES
- CLEANUP DESIRED AREA - PARTICIPATE ON SOCIAL MEDIA WITH #LOVETHEFORT #CLEANTHEFORT - HAVE FUN

**TO REGISTER PLEASE CALL 772.467.3795
OR EMAIL KBALLARD@CITYOFFORTPIERCE.COM**



CONSTRUCTION SPOTLIGHT

Avenue B Reconstruction - 8th to 10th and 10th to 13th Street:

Culpepper has delivered the 80% plan submittal. Our consultant has been working with FPUA to finalize their designs for underground utilities including power and lighting to be incorporated into the 100% plans for bidding and construction. FPUA Water/Wastewater is working with Culpepper to resolve wastewater and water conflicts in the project limits.

Atlantic Avenue (5th Street to 7th Street):

Atlantic Avenue is proposed to be reconstructed between 5th Street and 7th Street. Improvements will include roadway reconstruction with sidewalks, ADA upgrades, curb and gutter, stormwater collection system, conversion of overhead utilities to underground, and street lighting installation. Surveying of this section of roadway is underway and design will be provided by the City of Fort Pierce Engineering Department staff. Construction expected to begin Spring 2022.



South 5th Street Roadway Improvements (Boston to Delaware):

Construction commenced on September 21, 2021, for this much anticipated roadway reconstruction project complete with underground utilities, stormwater infrastructure upgrades, sidewalks, decorative crosswalks, street lighting, curb & gutter, sidewalks, landscaping, and irrigation. The contractor has completed the demolition of the existing roadway, curb & gutter, and sidewalk and the installation of the underground utilities is scheduled to begin next week. Roadway work is anticipated to continue through February 2022.



North 17th Street (Orange Ave to Ave D) Roadway Improvements:

Final roadway paving began on Friday, September 24th and temporary striping will be completed on Tuesday, September 28th. The roadway will be opened as of Tuesday afternoon, September 28th.

Ohio Avenue (U.S. Highway 1 to 11th Street):

Full roadway reconstruction of Ohio Avenue between U.S. Highway 1 and 11th Street will provide a curb and gutter roadway section complete with sidewalks, streetlights, underground utilities, introduction of a stormwater collection system, limited landscaping, and ADA upgrades. Design services are to be provided by Cardno and will commence upon approval by the commission.

Georgia Avenue Basin Water Quality Improvements:

The City of Fort Pierce was recently awarded a \$1,320,000 Water Quality Improvement Grant through South Florida Water Management District for a project identified as Georgia Avenue Basin Water Quality Improvements. SFWMD approved grant funding to nine different projects within their governing boundary all of which provide some type of water quality benefit to the Indian River Lagoon. The City proposes to implement numerous Best Management Practices (BMPs) to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging from the 235-acre Georgia Avenue Drainage Basin.

Staff completed the 30% design review and final design and permitting is scheduled for December 2021. Construction commencement expected Spring 2022.

North 8th Street Roadway Improvements (Avenue D to Avenue E):

The roadway improvements for this project will include drainage, new curb and gutter, sidewalks, and roadway reconstruction. FPUA will also underground the electric services in this area. Culpepper & Terpening submitted their 100% design. FPUA has submitted their design plans including street lighting and undergrounding electrical services. Finalized plans for bidding and construction are anticipated in September.

Porpoise Avenue Beach Access Parking Improvements:

FDEP and FDOT permit applications have been approved for the construction of a pervious paver brick parking area with associated driveways, retaining walls, sidewalks, and landscaping. City Commission approved the construction contract award to the low bidder, Pav-Co, on September 20, 2021. Contract documents are currently being prepared.

NEW PROJECTS



Wawa

Great progress is being made at Wawa's located at 2101 S US Hwy 1. Siding has been applied to most of the building while the front entrance is being prepared for finishing. Under the siding, first a moisture barrier is installed, allowing interior moisture to escape and repel exterior moisture to provide a waterproof seal.

LAWNWOOD REGIONAL MEDICAL CENTER

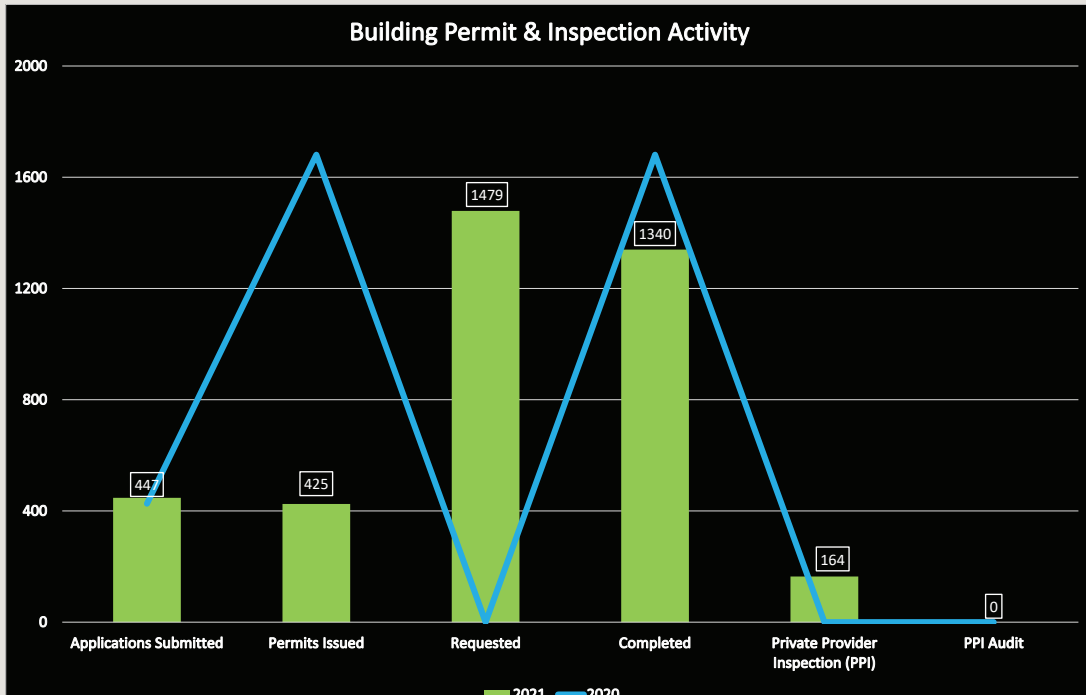
The new patient tower at Lawnwood Regional Medical Center and Heart Institute located at 1700 S. 23rd Street is underway. Metal framing for the first three floors is being erected. Installation of mechanical duct work is also ongoing. The first phase of the project is expected to be complete in 2023.



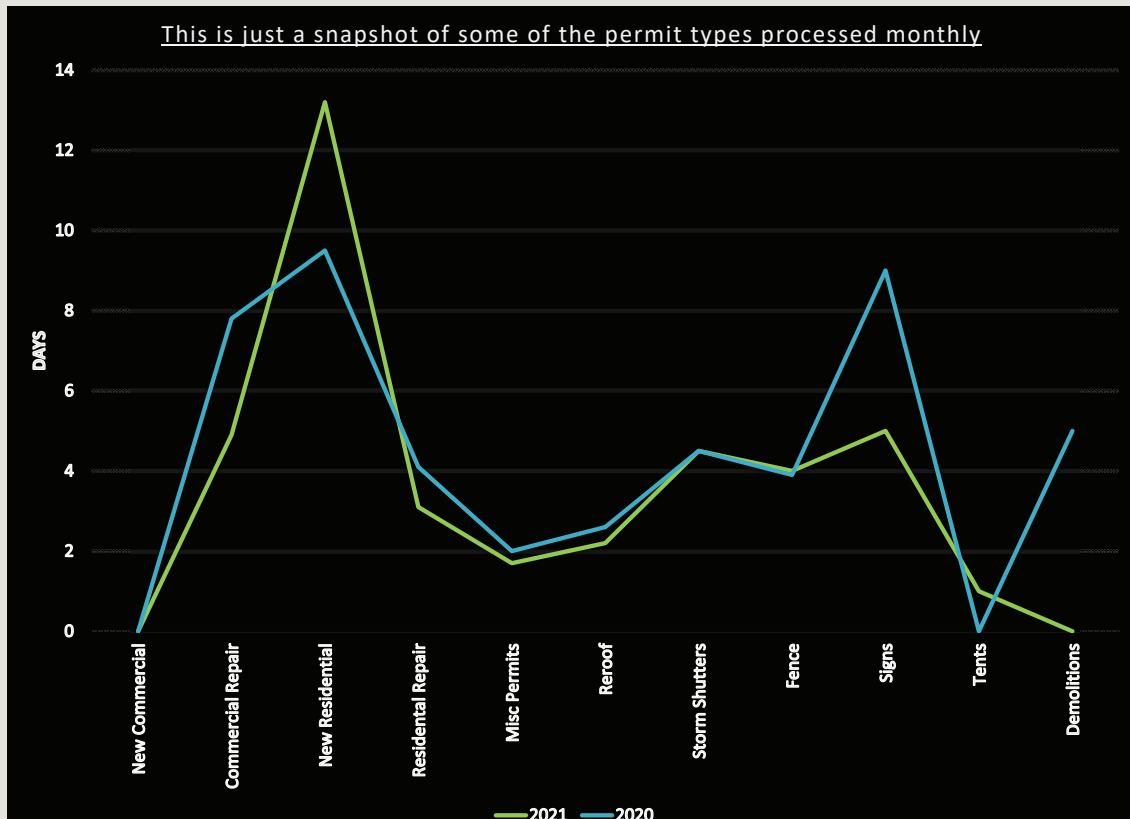
BUILDING CHARTS FOR AUGUST 2021

AUGUST 2021 PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT



PUBLIC WORKS DEPARTMENT HOSTS COMMUNITY CLEANUP



The City of Fort Pierce Public Works Department is excited to announce a Community Cleanup on Saturday, October 9, 2021. This is a citywide event and individuals, families, and organizations are encouraged to join! Participants get to choose the times and the locations they wish to clean up in Fort Pierce and are encouraged to share their city pride by posting photos on social media.

To take part in the Community Cleanup, please register with [Kaitlyn Ballard at 772.467.3795 or kballard@cityoffortpierce.com](mailto:kballard@cityoffortpierce.com). Once registered, you may sign up to pick up supplies from the Public Works Compound located at 52 Savannah Rd. Fort Pierce, FL 34982. Supply pickup days will be Wednesday, October 6, from 2:00 pm – 4:30 pm and Friday, October 8, from 8:00 am – 3:00 pm. Supplies include bags, buckets, and trash pickers. There will be no designated meet-up area as you and/or your group choose the location you wish to clean up in the City of Fort Pierce.

All participants are encouraged to share their Community Cleanup fun by taking photos and posting them on social media using the hashtags [#lovethafort](#) and [#cleanthefort!](#)

The City of Fort Pierce is the hidden gem among the Treasure Coast, so let's get out there and make our City Shine!

For more information, please contact Kaitlyn Ballard at 772.467.3795 or kballard@cityoffortpierce.com.



- Every Wednesday – Green Market – Marina Square 12:00 pm – 6:30pm**
- Every Saturday – Jazz Market – Marina Square 8:00 am – 1:00 pm**
- Every Saturday – Downtown Farmers Market – Marina Square 8:00 am – 12:00 pm**
- 10/1/21 Friday Fest – Marina Square 5 pm – 9 pm**
- 10/8/21 Wild Gamette – Avenue A & Cobbs Landings 7 pm – 11 pm**
- 10/9/21 Oktoberfest – 2nd Street between Ave A & Orange Ave 12 pm – 12 am**
- 10/10/21 Lee’s Lucky Duck Race – Marina Square 1 pm – 5 pm**
- 10/24/21 Empowerment Day – Old Library Site 12 pm – 6 pm**
- 10/29/21 Candlelight Vigil for Victims of DUI & Substance Abuse – Old Library Site 6 pm – 8 pm**

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RIVER WALK CENTER SALES REPORT AUGUST 2021

CLASSES		\$1,567.40
PARK PERMITS		\$ 2,462.50
SPECIAL EVENTS		\$ 2,450.00
FACILITY		\$ 3,485.18
TOTAL		\$ 9,965.08



With Summer winding down and Fall kicking into gear, we have completed our last greens aeration procedure. We will continue to work on the fairways which have been the weakest point of the course. The fairways will continue to see spot treatments of aeration and roping of thin areas to eliminate cart traffic. These areas can be played from but not driven into.

With the continued afternoon showers and mild temperatures through the remainder of October, we will be in our strongest position yet heading into the cooler winter months. We look forward to the 2021-2022 fiscal year where we will be as close to bridging the gap between our revenue and expenses that we have been in several years.

We have the great pleasure of hosting two long standing outings here in October. On Saturday, October 9th we will be hosting the Bayshore Club and on Saturday, October 23rd we will host the Discovery Church. If you would like any information on either of these events, they are posted on the bulletin board in the Golf Shop.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend....or two! If there's something we

can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

INDIAN HILLS SALES REPORT

	7/2021	8/2021
GOLF ROUNDS	2037	2115
GOLF FEES	\$37,153.78	\$33,604.72
RANGE TOKENS	\$1,040.19	\$691.72
MEMBERSHIP PASS	\$643.69	\$663.69
FOOD & BEVERAGES	\$5,430.59	\$5,462.07
MERCHANDISE	\$3,086.68	\$1,523.63
TOTAL	\$47,354.93	\$41,945.83



CITY MARINA FINANCIAL REPORT

	JUNE	JULY	AUGUST
Dockage Reservations	146	125	56
Monthly Dockage	\$133,057.18	\$169,127.64	\$124,264.16
Transient Dockage	\$69,197.67	\$42,781.20	\$26,807.40
Electricity	\$4,905.31	\$3,375.40	\$3,492.11
Retail	\$25,781.12	\$27,702.27	\$17,229.34
Gas Sales	\$64,159.60	\$90,175.63	\$59,042.61
Diesel Sales	\$95,376.56	\$76,947.38	\$51,518.96
TOTALS	\$392,477.44	\$410,109.52	\$282,354.58

LIGHT UP THE SUNRISE 2021/22

A Great New Season • Tickets On Sale Now



ELKO CONCERTS PRESENTS
**RODNEY CARRINGTON
LIVE**
OCTOBER 2ND



SAWYER BROWN
OCTOBER 8TH



A NIGHT WITH THE FIRST LADY OF GOSPEL
Shirley Caesar
PASTOR SHIRLEY CAESAR CONCERT
OCTOBER 16TH



**THE MARSHALL TUCKER
BAND**
OCTOBER 20TH



FROM LAST YEAR LIVERPOOL
THE MERSEY BEATLES
FOUR LADS FROM LIVERPOOL
OCTOBER 27TH



SPONSORED IN PART BY FPJA
AMERICA
NOVEMBER 20TH



VICTORY PRODUCTIONS PRESENTS
THE GATLIN BROTHERS
DECEMBER 1ST



**FRIENDS!
THE MUSICAL PARODY**
DECEMBER 2ND



SUNRISE THEATRE & AEO PRESENT
THE OUTLAWS
DECEMBER 4TH



THE FOUR TOPS
DECEMBER 12TH



VICTORY PRODUCTIONS PRESENTS
DAVID FOSTER
DECEMBER 16TH



THE STATE BALLET THEATRE OF UKRAINE
THE NUTCRACKER
DECEMBER 26TH



VICTORY PRODUCTIONS PRESENTS
JUDY COLLINS
JANUARY 8TH



CHRIS MACDONALD
MEMORIES OF ELVIS
JANUARY 14TH



THE ULTIMATE TRIBUTE TO
PROUD TINA
TINA TURNER
JANUARY 15TH



MICHAEL FEINSTEIN
JANUARY 16TH



THE GREATEST LOVE OF ALL
STARRING BELINDA DAVIDS
JANUARY 23RD



ELKO CONCERTS PRESENTS
LITTLE FEAT
JANUARY 27TH



THE ROBERT CRAY BAND
JANUARY 28TH



STELLAR ENTERTAINMENT PRESENTS
HOTEL CALIFORNIA
THE ORIGINAL EAGLES TRIBUTE
JANUARY 29TH



**POPOVICH
COMEDY PET THEATER**
FEBRUARY 2ND



LIVE AT THE SUNRISE THEATRE
THE RAT PACK
STRICTLY CINATRA PRESENTS
FEBRUARY 3RD



AN EVENING WITH THE STARS
THE EDWARDS TWINS
FEBRUARY 10TH



**THE LIFE AND MUSIC OF
GEORGE MICHAEL**
FEBRUARY 11TH



AN EVENING OF COMEDY
SINBAD
FEBRUARY 12TH



ABBA MANIA
FEBRUARY 19TH



**NY ROCKABILLY
ROCKETS**
PRESENTS "SHAKE, RATTLE, ROLL"
FEBRUARY 23RD



THE NATIONAL DANCE COMPANY OF IRELAND'S
RHYTHM OF THE DANCE
FEBRUARY 25TH



A BROTHER'S REVIVAL
MUSIC OF THE ALLMAN BROTHERS
FEBRUARY 26TH



ENGELBERT HUMPERDINCK
THE REFLECTIONS TOUR
MARCH 3RD



MASTERS OF ILLUSION
MARCH 4TH



SPONSORED IN PART BY FPJA
CHICKS WITH HITS
TERRI CLARK
PAM TILLIS
SUEY CROSSLEY
MARCH 5TH



VICTORY PRODUCTIONS PRESENTS
HOWIE MANDEL
MARCH 8TH



MIKE DELGUIDICE
& BIG SHOT
BILLY JOEL TRIBUTE
MARCH 11TH



THE TENORS
LOVE IS IN THE AIR
MARCH 15TH



A BRONX TALE
MARCH 19TH



CHRIS BOTTI
MARCH 23RD



STELLAR ENTERTAINMENT PRESENTS
JIVE TALKIN'
A TRIBUTE TO THE BEE GEES
MARCH 24TH



**THE PRICE IS RIGHT
LIVE**
MARCH 25TH



**CARPENTERS
TRIBUTE CONCERT**
MARCH 26TH



SCOTT BRADLEY'S
POSTMODERN JUKE BOX
APRIL 7TH



IT STARTS TONIGHT
TERRY FATOR
APRIL 8TH



AN EVENING WITH THE ICONIC
KENNY G
APRIL 9TH



STELLAR ENTERTAINMENT PRESENTS
GREGGIE AND THE JETS
LIVE AND TRIBUTE
APRIL 15TH



ONE NIGHT OF QUEEN
PERFORMED BY GARY
MULLEN & THE WORKS
APRIL 30TH

SUNRISE THEATRE • 772.461.4775 • SUNRISETHEATRE.COM

Box Office • 10 am - 2pm • Mon - Thurs • 117 South 2nd Street • In Historic Downtown Fort Pierce



WELCOME NEW BUSINESSES

- A TOUCH OF BROOKLYN
- AJ SHANNON, LLC
- AQUA-HOLICS QUALITY POOL CARE
- AUDIO NERDZ
- BARKER, FALON
- BARRON, JESUS
- BLACK, BENJAMIN
- BREVARD TRUCKING, INC
- CAREFUL TOUCH, LLC
- CHEF PEPITO, LLC
- CRUXFYRE
- FENELIACE, ROSSMIRLINE TRACY
- FL SUNSHINE ARCADE 1, INC.
- FLEET AMERICA
- FORREST, WILHELMINA C.
- GALE INSULATION
- GRANDMA'S GRANOLA AND MORE, LLC
- GREEN,ANITA B
- HONEY AND COMPANY AT THE FORT
- IMAC MEDICAL OF FLORIDA, PA
- IRECOVERY, LLC
- KAY, MARISSA
- KLEM, EDWARD J.
- KOLAWOLE,ELIZABETH
- KULMAN,TANZILA
- LA CAMPIRANA, LLC
- LAS COMADRES FOOD SERVICE INC
- LE' SWEET SPOT, LLC
- LEADERS LIFE INSURANCE COMPANY
- LINDA'S SWEETS
- LINEBERGER, CARMEN M.
- MCKENZIE, CHRISTINA
- MIAMI REEFS, LLC
- MJ CREDIT CONSULTING SERVICE, LLC
- MOG AUTO, LLC
- MOTOR CARRIER FORMS II, LLC
- PROMO CRAZE USA, LLC
- PUTTICK, TYLER
- R & L RIBS CHICKEN AND SEAFOOD
- REHAB RESCUE LLC (APARTMENT)
- REHAB RESCUE LLC (HOME)
- SANTANGELO, JERRY
- SMITH, ANTHONY
- STINGRAY MARINE ELECTRONICS, LLC
- SUNRISE CITY COMMUNITY HOUSING
- SUSHI-GO CONCEPTS OF FORT PIER
- TAMARAC CHIROPRACTIC CENTER, LLC
- TOP NOTCH CLEANING RESIDENTIAL
- WE BE POPPIN LLC
- WELLS FARGO BANK, N.A. - ATM
- WINTER RENTALS
- WORLD TRAVEL AGENCY

Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager between September 1, 2021 to September 30, 2021

1. Purchase Orders
 - a. Request approval to piggyback Omnia Partners IT Solutions & Services Agreement #2018011-02 for the procurement of Multi-Vendor Platform Support of 100 Hours from SHI in the amount not to exceed \$38,975.00.
 - b. To expand our Community Outreach, we respectfully request using unencumbered funds in the amount of \$38,436.00 from the School Resource Officers account to retrofit the Police Department's former SWAT bus to a Mobile Classroom/Community Outreach Vehicle and to purchase a mobile grill to be used in our outreach efforts.
 - c. Request approval of EDC, Inc. Specific Authorization No. 3 Change Order No. 1 in the amount of \$2,500.00 for payment of the cost for the engineer's final construction certification that was inadvertently omitted from the original project cost for the 5th Street construction project.
 - d. Approval to purchase the 2021 Firehawks Cheerleading season uniforms, from Champion Teamwear, Manhattan, KS in the amount of \$21,051.00.
 - e. The City has received a JAG grant (#2020-JAGC-STLU-4-5R-137) to purchase law enforcement equipment. The Department is requesting permission to purchase 11 Dell Laptop computers for the amount of \$20,515.00 to replace outdated computers. They will be used by our Officers.
 - f. Purchase approval for Selectron Technologies Inc., Portland, OR, for VoicePermits IVR annual renewal for support and hosting services in the amount not to exceed \$24,465.00.