

**February 16, 2016**

**Regular Public Meeting**

**6:00 P.M.**

**2775 Garrison Avenue**

**Port St. Joe, Florida**



## City of Port St. Joe

Bo Patterson, Mayor-Commissioner  
William Thursbay, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Phil McCroan, Commissioner, Group III  
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 p.m.

2775 Garrison Avenue

Tuesday February 16, 2016

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## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 2/2/16 Pages 1-4

### PSJRA

- Landscaping Phase V JPA
  - Resolution 2016-03 Page 5
  - Contract Pages 6-17
  - JPA Pages 18-32

### City Attorney

- ASCAP Licensing

## Old Business

- Frank Pate Park Sign Request- TDC Pages 33-34
- Patton Park Lots- Update
- 102 Stone Drive- Update
- City Commission Chambers Sound System

## New Business

- RFP 2015-01 Wastewater Treatment Plant AC Unit (Handout)
- RFP 2015- 02 Rebid of Phase II Water Project Materials (Handout)
- Fee Waiver Request
  - Forgotten Coast Warrior Weekend Page 35

### Public Works

- Update

### Surface Water Plant

- Update

### Waste Water Plant

- Update

### City Engineer

- Golf Cart Crossing- Update

### Code Enforcement

- Update Page 36

**Police Department**

- **Update**

**City Clerk**

- **SSGT Clifford C. Sims Memorial Park Dedication- Update**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, February 2, 2016, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, McCroan, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Tom Gibson were also present.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Ashbrook, second by Commissioner McCroan, to approve the Minutes of the Regular Meeting on January 19, 2016. All in favor; Motion carried 5-0.

**PORT ST. JOE REDEVELOPMENT ASSOCIATION (PSJRA) - Bill Kennedy**

Mr. Kennedy shared that progress is being made on Core Park; pressure washing will begin tomorrow on the Sleeping Beauty Keepers Quarters with painting to follow next week; three Façade Grants were approved and two more are in the application process.

Ben Carnes requested that he be removed from the PSJRA Board. A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to remove Mr. Carnes and add Andy Smith to the PSJRA Board. All in favor; Motion carried 5-0.

*Surplus Property* - A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to make a donation of the refrigerator and a desk in the Maddox House to a group in need. All in favor; Motion carried 5-0.

*Landscaping Phase V JPA* – The PSJRA is waiting to receive the JPA from Florida Department of Transportation before beginning the project.

**CITY ATTORNEY – Tom Gibson**

*Resolution 2016-02 – Port Authority Support:* A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to approve Resolution 2016-02. All in favor; Motion carried 5-0.

*Ordinance 523 – CIP Plan Update, First Reading and Request to Advertise:* A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to have the First Reading of Ordinance 523. All in favor; Motion carried 5-0.

Mr. Gibson read Ordinance 523 by Title only.

*ASCAP Licensing* - A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to Table this item for more research. All in favor; Motion carried 5-0.

**CITY MANAGER'S REPORT – Jim Anderson**

**Old Business**

*CDBG 1st Public Hearing – Bruce Ballister:* Mayor Patterson paused the regular meeting to convene a Special Hearing to allow public input for the CDBG 1<sup>st</sup> Public Hearing. Mr. Ballister noted that the CATF Meeting held last summer was adequate for this grant cycle. Amy Rogers asked that housing be considered rather than future water projects. Letha Mathews, Carl White, Nathan Peters, Jr., and Tommy Curtis spoke in favor of continuing the water project for residents of North Port St. Joe. No one else wished to speak on this issue and the public hearing was adjourned.



Mayor Patterson continued the Commission meeting and a Motion was made by Commissioner Ashbrook, second by Commissioner Thursbay, to proceed with the water line replacement for North Port St. Joe residents under the requested CDBG Grant. All in favor; Motion carried 5-0.

*Patton Park Lots Update* – Mr. Anderson shared that one lot is under contract and the property has been listed on MLS.

*102 Stone Drive Update* - Currently, this item is still under legal review.

*City Commission Chambers* – A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to continue meeting at the Ward Ridge Building and make improvements to the sound system. All in favor; Motion carried 5-0.

## **New Business**

*Chamber of Commerce Update* – Executive Director Roni Coppock updated the Commission on Chamber events and activities. Ms. Coppock requested the fees for the use of the Centennial Building for their Annual Meeting on February 19, 2016, be waived. Since this is a fund raising event, a Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to deny the request and make a \$100 contribution to the cost of the recently printed maps. All in favor; motion carried 5-0.

*Career Source Gulf Coast Lease Agreement* – A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to continue the lease with Career Source Gulf Coast. All in favor; Motion carried 5-0.

Cora Curtis shared that she has issues with the lease and inability to use parts of the facility when rented. Staff will follow up on this.

*St. Joe Group, LLC Lease Agreement* – A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to continue the lease for six months to provide a common dumpster space for Sister's, Pepper's, and Provision Restaurants. It was noted the agreement needed to be changed to Lee Walter Duren and Anna D. Reid. All in favor; Motion carried 5-0.

*St. Joe Resort Operations, LLC Lease Agreement* – A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to continue the lease allowing the Fishing Express to dock on City property. There were no changes in the lease. All in favor; Motion carried 5-0.

*Parade Permit Request: The Forgotten Krewe* – A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to approve the parade request. All in favor; Motion carried 5-0.

*EDC Membership: Commissioner McCroan* – A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to appoint Mayor Patterson to the EDC. Commissioner McCroan has been serving and asked to be replaced. All in favor; Motion carried 5-0.

*Day of Baseball / Softball Activities: Commissioner Thursbay* – A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to provide Jumpy House activities for the Day of Baseball / Softball at a cost not to exceed \$250 each. All in favor; Motion carried 5-0.

*Gulf County Public Libraries – Fee Waiver Request:* Because this is a fund raising event, a Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to deny the waiver request. An additional Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to make a \$100 donation in lieu of the waiver. All in favor; Motion carried 5-0.

*Amy Rogers – Fee Waiver Request:* A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to grant the fee waiver request as this is a soul food fest in recognition of Black History Month and not a fund raising event. All in favor, Motion carried 5-0.

*RFP 2015-10 Materials, Phase III Water Project:* A Motion was made by Commissioner Ashbrook, second by Commissioner McCroan, to award the bid, in the amount of \$46,905.85 to H. D. Supply Waterworks. All in favor; Motion carried 5-0. The low bid for the project was Fortline Waterworks but their bid did not meet the bid specs for the project.

*RFP 2015-11 Bores, Phase II Water Project:* A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to award the bid, in the amount of \$66,090 to Gator Boring. All in favor; Motion carried 5-0.

**Public Works – John Grantland** was absent.

*Centennial Building Roof Update* – Commissioner Buzzett requested that several gallons of liquid rubber tested on areas known to leak before purchasing additional product to seal the roof.

*City Projects Update* – Mr. Grantland will provide this information at a future meeting.

*Yard Debris Laydown yard* – A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, not to pay more than \$20 per ton to have the debris removed. All in favor; Motion carried 5-0.

**Surface Water Plant – Larry McClamma** shared that Chief Operator, Jeff Bailey, is resigning and his last day will be February 12, 2016. Mr. McClamma noted that Mr. Bailey has been a tremendous asset to the City and they hate to see him go but wish him well in his new job.

**Wastewater Plant – Lynn Todd** announced that the 70 HP Yamaha motor has been mounted and is working well.

**City Engineer - Clay Smallwood, III**

*Golf Cart Crossing Update* – FDOT has denied the crossing permit until additional information is received. Mr. Smallwood is working to provide the information for them.

*Long Avenue Sewer Evaluation* – Mr. Smallwood feels that the line is in pretty good shape when you consider the age of the line.

The 2,000' of line from 19<sup>th</sup> to 22<sup>nd</sup> Streets needs to be replaced; this line is located under storm crossings and not in the road area.

From 19<sup>th</sup> Street to Highway 71 consists of approximately 4,500' and has issues with joints and laterals, but no tree roots were noted. This area should be reviewed more in depth.

Highway 71 to 1<sup>st</sup> Street will be the hardest to repair as 4-5 places will need to be dug up. This section will be the most expensive to repair. A slip line is possible for this section.

Anticipated cost for the project is \$1.1 Million.

**Code Enforcement** - Mr. Burkett's report was reviewed. No action was required.

**Police Department – Chief Herring** did not have anything to share.

**City Clerk – Charlotte Pierce**

*SSGT Clifford C. Sims Memorial Park Dedication* – Everything is on go for the dedication.

**Citizens to be Heard**

*Letha Mathews* thanked the Commission for all the help that was provided for the MLK festivities.

Amy Rogers asked for lattice and plants for the soul food fest to be held at the Washington Gym on February 19, 2016.

Vanessa Fennell shared her concerns about the property located next to her mother's home and ask for assistance in cleaning up the area. She also addressed issues that she is having at her home on Avenue C with water, sewer, and pot holes in the alley behind her house.

**Discussion Items by Commissioners**

Commissioner Buzzett did not have anything to discuss.

Commissioner McCroan asked if the City was working to address the issues mentioned by Pastor Castldera Watts. Staff is working on this.

Commissioner Ashbrook shared his concerns about fees being charged to drop off and pick up clients at the marina. He also inquired as to the status of the Lagoon Feasibility Study that has a March deadline. Mr. Anderson noted this has been submitted to DEP and is for an application only.

Commissioner Thursbay thanked those present for attending the meeting and noted that it was good to see so many people interested in City issues.

Mayor Patterson expressed his appreciation for the attendance at the Meeting.

A Motion was made by Commissioner Ashbrook, second by Commissioner McCroan, to adjourn the Meeting at 7:38 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

CITY OF PORT ST. JOE

RESOLUTION NO. 2016-03

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the Department of Transportation of the State of Florida, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain highway facilities, specifically State Road 30/ U.S. 98, within the corporate limits of the City of Port St. Joe; and

WHEREAS, a Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and

WHEREAS, the City of Port St. Joe desires to participate in this Roadside Beautification Assistance Program for the enjoyment of its citizens and others~ and has made application therefore and received notice of award thereof; and

WHEREAS, the City of Port St. Joe and the Department of Transportation mutually recognize the need for an agreement providing for the planning and completion of this Roadside Beautification Project, a copy of which is attached hereto and made a part hereof;

NOW THEREFORE BE IT RESOLVED, that the City of Port St. Joe desires to enter into such agreement and has authorized its officers to do so.

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City of Port St. Joe, Florida.

\_\_\_\_\_  
City Official – James “Bo” Patterson Title - Mayor

\_\_\_\_\_  
Attest: Charlotte M. Pierce, City Clerk

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ The City of Port St. Joe \_\_\_\_\_ (“Owner”) and  
Gaskin Contractors Landscape Division LLC \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project is located in the City of Port St. Joe, Florida and consists of NEW LANDSCAPING, IRRIGATION, AND MAINTENANCE on US-98.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**US-98 Landscaping Phase V, North Port St. Joe Gateway**

**ARTICLE 3 – OWNER-DESIGNATED REPRESENTATIVE**

3.01 The Project has been designed by Coastal Design and Landscape. The PSJRA Executive Director, Bill Kennedy will be the Owner Designated Representative.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work (installation and irrigation) will be substantially completed on or before \_\_\_\_\_ after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph

14.07 of the General Conditions on or before \_\_\_\_\_. Maintenance will extend for 12 months after completion of the installation.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires in the event of failure to complete the Work within the Contract Time.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, a lump sum of: Thirty Two Thousand one hundred seventy one (\$32,171.00 ).

All specific allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner-Designated Representative as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Owner-Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner-Designated Representative, and if the character and progress of the Work have been satisfactory to Owner and Owner-Designated Representative, then as long as the character and progress of the Work remain satisfactory to Owner and Owner-Designated Representative, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Owner-Designated Representative shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work (installation and irrigation) in accordance with Paragraph 14.07 of the General Conditions. Maintenance will be paid in 12-month increments at the end of each month. Owner shall pay the remainder of the Contract Price as recommended by Owner-Designated Representative as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

### **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).



- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Owner-Designated Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner-Designated Representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. General Conditions
  - 3. Supplementary Conditions
  - 4. Scope of Work, dated December, 2015.
  - 5. Drawings by Coastal Design and Landscape, dated November 2015.
  - 6. Addenda
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid



8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

This section was intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: Bo Patterson

By: Greg Gaskin

Title: Mayor, City of Port St Joe

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

PO Box 278

Port St Joe, FL 32457

License No.: CGC1516847

(Where applicable)

Agent for service of process:

APPROVED AS TO FORM AND CORRECTNESS

BY

Thomas Gibson

Title City Attorney, City of Port St. Joe

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/02/2016

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

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

PRODUCER <b>Dessi Insurance Agency, Inc.</b> 4820 Kerry Forest Pkwy Tallahassee FL 32309	CONTACT NAME: <b>JIM DESSI</b>	
	PHONE (A/C, No, Ext): <b>850-893-1035</b>	FAX (A/C, No): <b>850-893-8046</b>
E-MAIL ADDRESS: <b>Jim@dessiinsurance.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED <b>GASKIN CONTRACTORS INC</b> 2311 KILLEARN CENTER BLVD #3 TALLAHASSEE FL 32309	INSURER A: <b>ACCIDENT INSURANCE COMPANY</b>	
	INSURER B: <b>STATE NATIONAL INSURANCE COMPANY</b>	
	INSURER C: <b>INFINITY INSURANCE COMPANY</b>	
	INSURER D: <b>USIC</b>	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	USA4095932	08/07/2015	08/07/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
C C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	509-55855-1685-001	10/06/2015	10/06/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	USA4095933	08/07/2015	08/07/2016	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	AWL000547-11	12/19/2014 12/19/2015	12/19/2015 12/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

**CERTIFICATE HOLDER**

PORT ST. JOE REDEVELOPMENT AGENCY  
305 CECIL G COSTIN SR. BLVD  
PORT ST. JOE, FL. 32456

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

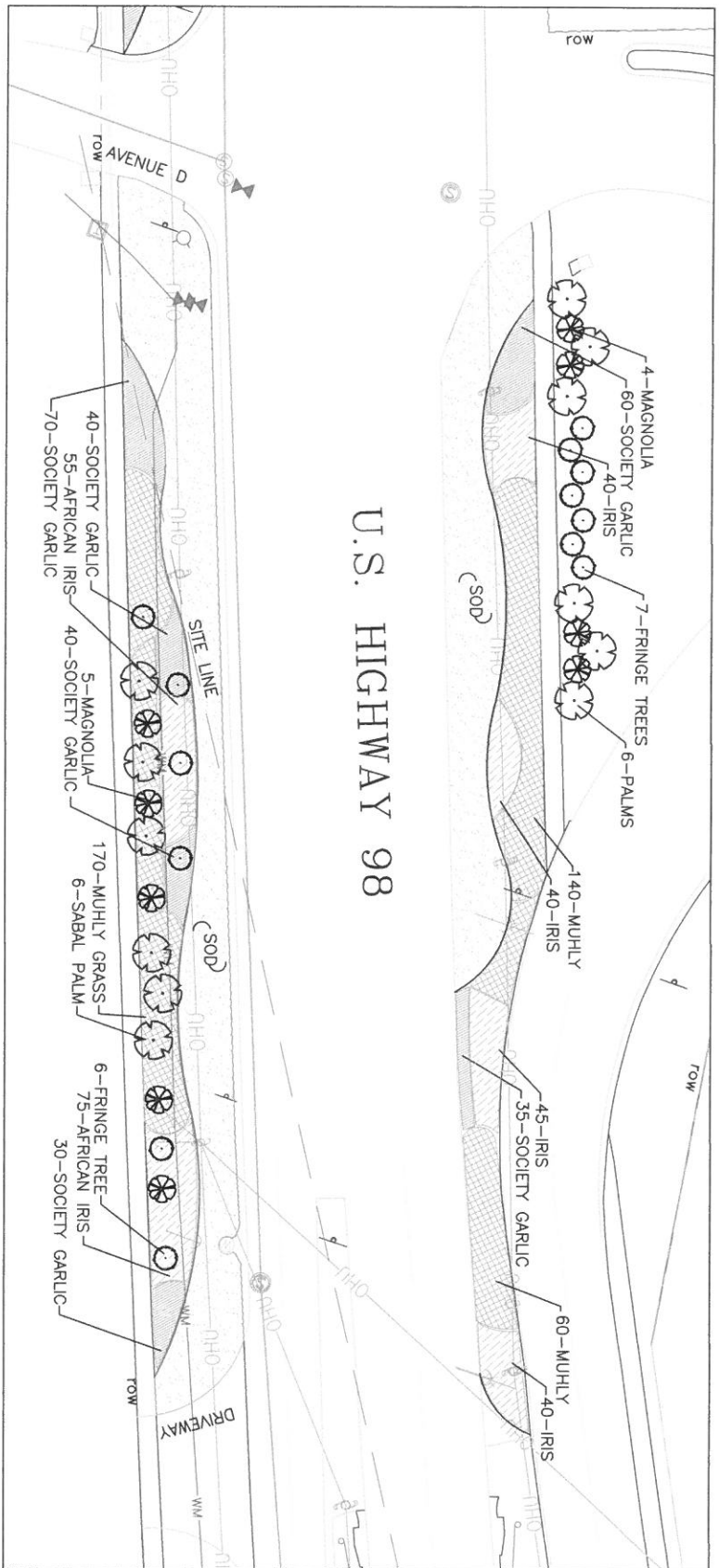
**JIM DESSI**

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ACORD 25 (2014/01)

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# U.S. HIGHWAY 98

FPID#: 416533-8-58-39. Project limits are SR 30 (US 98) from west of CR 382 (Industrial road) to Avenue D.

## PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
13	Chionanthus virginicus	Fringetree	15 gdl.
9	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	15 gdl.
12	Sabal Palm	Sabal Palm	8' ht., ct
SHRUBS, GRASSES & GROUNDCOVER			
295	Dietses Iriloides	African iris - white	1 gdl.
370	Muhlenbergia capillaris	Muhly Grass	1 gdl.
275	Tulbaghia violacea	Society Garlic	1 gdl.
7,400 sf.	Centipede Sod		

- NOTES:
1. This drawing is a Conceptual Design and field adjustment may be necessary to avoid conflicts with existing utilities, structures, etc.
  2. Locate all utilities prior to commencement of work, by calling Sunshine State One Call.
  3. Field verify survey information prior to commencement of work.
  4. There are existing high and low pressure gas main lines within the project area. Contact St. Joe Gas Company for a locate prior to work commencement. See Bid Package for additional details and information.
  5. Work must meet the requirements of FDOT Maintenance Supplemental Specification 580.
  6. Landscape installation, including tree staking, must follow FDOT Design Standard Index 544.
  7. All work shall be done within the project area (r-o-w). Work shall not interfere with vehicular or pedestrian circulation. If deemed necessary, at minimum, FDOT Index 660 shall be followed for pedestrian control for closure of sidewalks.

## LANDSCAPE PLAN HWY 98 - PHASE V

Port St. Joe, Florida

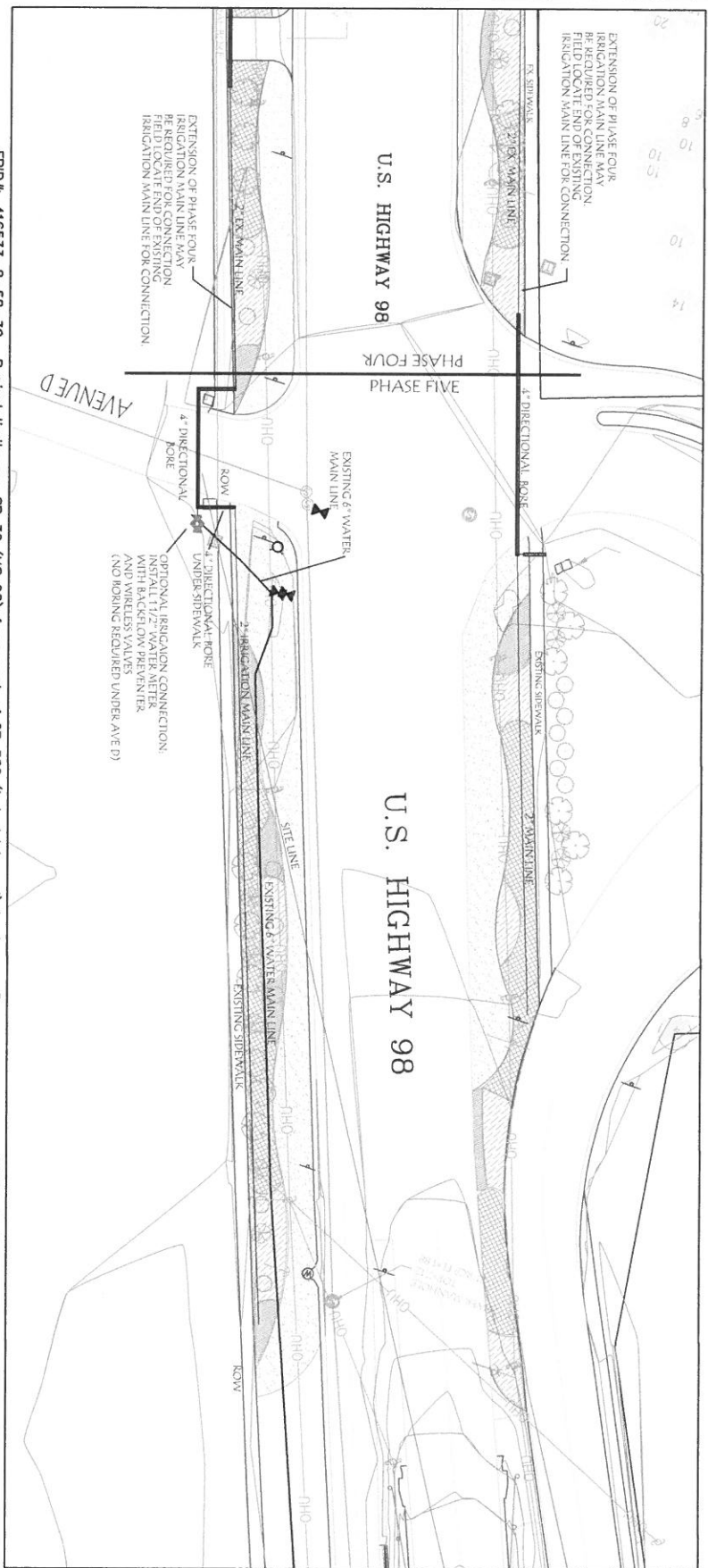
Coastal Design & Landscape, Inc.  
2492 Bayview Drive Port St. Joe, Florida 32456  
phone: (904) 228-8800 • fax: (904) 228-2900

Florida Registered  
Landscape Architect  
L. Erin Saling, heavily  
of the project 12/1  
October 15, 2015

DESIGN DATE  
10-08-15

SCALE  
1"=30'

SHEET  
LPI



PRID#: 416533-8-58-39. Project limits are SR 30 (US 98) from west of CR 382 (Industrial road) to Avenue D.



- NOTES
1. This drawing is a Conceptual Design and field adjustment may be necessary to avoid conflicts with existing utilities, structures, etc.
  2. Locate all utilities prior to commencement of work by calling Sunshine State One Call.
  3. Field verify survey information prior to project commencement.
  4. Spray heads shall be installed for all new plant material and soil. Bubblers shall be installed on Palm Trees. Spray heads shall be adjusted to eliminate overexposure on to roadways and sidewalks.
  5. Main Line shall be installed adjacent to sidewalk.
  6. Water supply shall be the existing 2" irrigation water main line located in Phase Four. Extension of 2" main line may be required for connection. Field locate the end of the main line in Phase Four.
  7. Borems under the road on the west side shall be out side of the FDOT Right-of-way. Follow guidelines set forth in Index 591.
  8. See the Bid Package for additional details and information.
  9. Main line shall be SC11 4.0 PVC. 12 gauge tracer wire shall be required on main lines and Valves shall be wireless.
  10. Optional Water Supply for east side of the road: New 1" water meter with Backflow Preventer and Wireless Valve. Connection shall be on the north side of Ave. D at the existing 6" C900 PVC Main Line.
  11. Work must meet the requirements of FDOT Maintenance Supplemental Specification 580.
  12. A main shut-off device shall be required if any new controllers are part of the irrigation system.
  13. There are high and low pressure gas main lines within the project area. Contact St. Joe Gas Company for locates prior to work commencement.
  14. All work shall be done within the project area (r-o-w). Work shall not interfere with vehicular or pedestrian circulation, if deemed necessary. At minimum, FDOT Index 660 shall be followed for pedestrian control for closure of sidewalks.

IRRIGATION PLAN  
HWY 98 - PHASE V

Port St. Joe, Florida

Coastal Design & Landscape, Inc.  
2492 Bayview Drive • Port St. Joe, Florida 32456  
Phone: (850) 228-8880 • Fax: (850) 228-2990

Florida Registered Landscape Architect Erik George Slesky L.P. No. 56261 Design: 10/2018 Drawn: 10/2018
DATE: 10/26/18
PROJECT: HWY 98 - PHASE V
SCALE: 1"=40'
SHEET: 1447
PROJECT: IPI





**City of Port St Joe**  
**Port St. Joe Redevelopment Agency**  
Scope of Work  
**US-98 Landscaping Phase V**  
**North Port St. Joe Gateway**  
December 2015

1. All Work shall meet the requirements of FDOT Maintenance Supplemental Specification 580 and FDOT design standard index 544.
2. All Work shall be in compliance with FDOT safety regulations for workers within the State ROW.
3. All Work shall conform to any and all applicable regulations and codes for the location of the Work. The installer shall obtain any necessary locates, permits, and inspections for both the installation and maintenance periods. Installer shall call Sunshine State One Call and mark utility locations.
4. All bidders must schedule an on-site, pre-bid meeting with Port St. Joe Redevelopment Agency Executive Director prior to submitting bid. Without documentation of this onsite meeting, bids will not be considered.
5. Location of new landscaping is contiguous with existing landscaping, is similar in design, and is within the State ROW on the east and west sides of US-98 between Avenue D and start of bridge.
6. Contractor shall provide & install new trees, plants, turf, and mulch in quantities identified in schedule of values.
7. All irrigation bores must meet FDOT requirements and need to be permitted through the local FDOT field office.
8. Plants must be from Florida-based nursery stocks.
9. Except where prohibited by federal law or federal regulations and to the extent practical, a minimum 50% of the budget must be for large plant material (five gallons or larger).
10. Installer shall remove and dispose of existing turf and weeds, including weed eradication and application of pre-emergent weed killer. **Existing vegetation shall be removed by scraping top 2-3" out and hauling off debris. Tilling is prohibited.**
11. Installer shall perform fine grading work including imported topsoil as required following removal of existing sod.
12. Installer shall apply fertilizer and soil improvements as needed to support new plantings.
13. Bed preparation and planting shall include the following:
  - Loosen soil to a minimum depth of four (4) inches and remove all debris. Regrade the bed to its pre-planting subgrade.
  - Spread specified fabric-type weed barrier over all shrub beds.
  - Weed barrier fabric shall be 4.1-ounce, 20-year woven needlepunch weedbarrier, held in place with six (6)-inch soil staples.
  - Dig planting pits at two (2) times the diameter of the pot. Fill plant pit with 50% existing soil and 50% topsoil and compact so that the top of the root ball will settle 1/8 depth of root ball above finish grade. Set plant and fill remainder of hole with planting mix.
  - Fertilize each plant as recommended by soil analysis.
  - Provide Owner with yearly fertilization program as defined by soil analysis.
  - Water thoroughly and reset any plants that settle too deep.

- Remove spoil dirt and rake the bed to its finish grading.
  - Mulch shall be provided a minimum of three (3) inches in depth around all newly planted landscape. Remove all debris from mulch.
14. Topsoil shall be a natural, friable, fertile, fine loam soil. It shall be certified (by testing) to be free of weed seeds and pathogens. It shall also be free of litter, sod, clay, stones, roots, and stumps. It shall bear a PH of between 5.5 and 7.5. Anticipated quantity of topsoil required is 150 cubic yards.
  15. Installation of FDOT required tree bracing & removal at the end of establishment period.
  16. The installer shall ensure that all planting areas are clean of all trash, debris, or other non-indigenous materials to a depth of 36" prior to any landscape installation.
  17. Install complete irrigation system for all new plantings. Utilize pop-up spray heads and drips; no wide range rotor sprays will be allowed. All heads shall be of the proper type for the areas where located and shall be installed plumb and with adequate and uniform clearance from all hardscaping to eliminate water overspray on impervious areas. A rain shutoff device shall be required as part of the irrigation system.
  18. All piping and wire passing under paved areas shall be sleeved with SCH 40 PVC pipe, three (3)-inch minimum sleeves.
  19. Reference Index 591 to ensure that the irrigation sleeves are placed below the frost line and under a depth that will ensure they are not damaged by over passing traffic.
  20. The installer shall provide the Owner with an irrigation maintenance checklist & seasonal watering guidelines.
  21. The irrigation system shall be maintained and managed for twelve (12) months to ensure water efficiency and prevent wasteful practices. This shall include but not limited to resetting the automatic controller according to the season, flushing the filters, monitoring, adjusting & repairing equipment such that the efficiency of the system is maintained throughout the one-year maintenance/warranty period.
  22. The twelve (12)-month maintenance and warranty period must be conducted by the same company that performed the installation; this aspect of the Work may not be subcontracted.
    - Twelve (12) months of monthly turf management for fertilization, insects and weeds.
    - Twelve (12) months of regular landscape & irrigation maintenance shall be performed on a weekly basis in months April thru Sept and on a bi-weekly basis in months Oct thru Mar including:
      - a. Mow and edge sod
      - b. Blow or vacuum sidewalks of sand and trimmings
      - c. Keep trees trimmed of loose branches and seed pods
      - d. Keep all plantings trimmed
      - e. Remove all invasive weeds from planting beds
      - f. Adjust irrigation heads for complete coverage and avoidance of paving and sidewalks.
      - g. Monitor and maintain irrigation timers and valves
      - h. Occasional repair or replacement of irrigation small parts
  23. Throughout the warranty period, all plant material must be maintained in good, living condition. This includes keeping beds free of debris and weeds, all mechanical maintenance, fertilization, chemical treatments for disease or infestation, and watering.
  24. The landscape contractor shall be responsible for any and all necessary repairs to damage caused by the Work at no additional cost to the Owner.
  25. "As-built" red-lined plans will be submitted to Owner upon completion of Work.
  26. Installer will provide proof of insurance at a minimum of \$1,000,000.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ROADSIDE BEAUTIFICATION ASSISTANCE  
JOINT PARTICIPATION AGREEMENT

This Agreement is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, “DEPARTMENT,” and the City of Port St. Joe, “CITY.”

1. The DEPARTMENT has the authority, under Section 334.044(26), Florida Statutes, to enter into this Agreement; and
2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to “provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs”; and
3. The CITY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and
4. The DEPARTMENT shall reimburse the CITY for direct costs under FPID: **438161-1-58-01** for costs directly related to landscape of SR 30 (US 98) from Avenue D to West of CR 382 Industrial Road, hereinafter referred to as the “PROJECT”; and
5. The CITY has authorized the Mayor or CITY Official to enter into this Agreement;

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

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.
7. SERVICES AND PERFORMANCE

A. The CITY shall furnish the services with which to undertake and complete the PROJECT. Said PROJECT consists of Landscaping, Irrigation and other related materials to establish and maintain the project, as further described in Exhibit “A” - Scope of Services, attached hereto and made a part hereof.

B. The CITY agrees to undertake and complete the PROJECT in accordance with all applicable statutes, rules and regulations, including DEPARTMENT standards and specifications. The CITY shall take the necessary steps to insure the PROJECT is completed within state or CITY right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The CITY shall be responsible for obtaining clearances/permits required for the PROJECT from the appropriate permitting authorities.

i). The parties agree that this Agreement shall act as the **CITY'S** permit from the **DEPARTMENT** to perform the **PROJECT**. However, if the **PROJECT** requires bore work to be performed, the **CITY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

ii). The **CITY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

C. Upon completion of the **PROJECT**, the appropriate **CITY** representative shall certify to the **DEPARTMENT** the project has been completed in accordance with the "Project Concept Report" (if applicable) and project plans and specifications.

D. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **CITY** and of the details thereof. Therefore, the **CITY** shall provide a monthly report to the **DEPARTMENT** project manager.

E. If the **CITY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

F. The **CITY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

G. The **CITY** shall have sole responsibility for maintaining the subject landscaping according to **DEPARTMENT** standards and specifications, as well as stipulations outlined in the **DEPARTMENT'S** District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System, dated February 4, 2016 and consisting of 11 pages ("Landscape Care Guide"), which is hereby incorporated into this Agreement by reference. Upon the execution of this Agreement, The **CITY** certifies that it has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

H. As agreed, upon completion of the **PROJECT** by the **CITY**, the **CITY** will assume responsibility for maintenance of the landscaping, irrigation and other related materials identified in the plans, and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the **PROJECT** design plans, as well as the requirements set forth in the **DEPARTMENT'S** Landscape Care Guide. The **CITY** shall coordinate with the **DEPARTMENT'S** District Landscape Project Manager or their designee to inspect the **PROJECT** on a quarterly basis and subsequently make corrections based on each quarterly inspection. In the event the **CITY** fails to maintain the **PROJECT** in accordance with the attached maintenance schedule and plan, the **DEPARTMENT** at its option may perform the required maintenance and the **CITY** shall reimburse the **DEPARTMENT** for the costs.

I. The **CITY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **CITY** during the term of

the contract; and

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

#### 8. TERM

A. The **CITY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). The **PROJECT** is to be completed on or before **December 31, 2016.**

B. This Agreement shall not be renewed. This Agreement shall expire on the date of which the **PROJECT** is to be completed unless the **CITY** submits a written request for an extension of time and the **DEPARTMENT's** District Secretary or Designee grants a written extension prior to expiration of the Agreement.

#### 9. COMPENSATION AND PAYMENT

A. i) The **DEPARTMENT** shall reimburse the **CITY** for direct costs of the **PROJECT**. The parties agree that **DEPARTMENT's** maximum participation is **THIRTY TWO THOUSAND ONE HUNDRED SEVENTY ONE and 50/100 DOLLARS (\$32,171.50)**. Any additional costs, such as design of the project or other items not covered by this Agreement, shall be the **CITY's** sole responsibility.

ii) The **CITY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to the Department's Landscape Project Manager, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **CITY** upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **CITY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **CITY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services and Project Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **CITY** and must also establish that the required minimum level of service to be performed as specified in Section 7.B. was met, and that the criteria for

evaluating successful completion as specified in Section 7.B. was met.

vi) The **CITY** may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **CITY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **CITY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **CITY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **CITY's** general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work on the project, and all other records of the **CITY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

## 10. TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **CITY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **CITY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to terminate or cancel this Agreement in the event the **CITY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **CITY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **CITY**, the **DEPARTMENT** shall notify the **CITY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **CITY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **CITY**.

## 11. MISCELLANEOUS

A. Participants (in this document identified as **CITY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **CITY**. Interest penalties of less than one (1) dollar will not be enforced unless the **CITY** requests payment. Invoices which have to be returned to a **CITY** because of **CITY** preparation errors will result in a delay in the payment.



The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

D. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

E. The **CITY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **CITY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

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

G. The **CITY** and the **DEPARTMENT** agree that the **CITY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **CITY** notice regarding such removal, relocation or adjustment and the **CITY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **CITY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **CITY** removes a **PROJECT** pursuant to this Agreement, the **CITY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Gulf County, Florida.

J. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

K. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

Dustie Moss, District Landscape  
Florida Department of Transportation  
1074 Highway 90  
Chipley, FL 32428

**CITY**

Charlotte Pierce, City Clerk  
City of Port St. Joe  
P.O. Box 278  
Port St. Joe, FL 32457

12. **AUDITS** - The administration of resources awarded by the **DEPARTMENT** to the **CITY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by **DEPARTMENT** staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the **CITY** agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. In the event the **DEPARTMENT** determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the **DEPARTMENT** staff to the **CITY**, regarding such audit.

The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## Audits

### PART I: FEDERALLY FUNDED – NOT APPLICABLE TO THIS AGREEMENT

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

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

### PART II: STATE FUNDED - THIS IS A STATE FUNDED PROJECT (CSFA 55.023)

Recipients of state funds (i.e. a non-state entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or



project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT "B" to the Agreement indicates state financial assistance awarded through the **DEPARTMENT** by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT**, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

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

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by PART I of this Agreement shall be submitted, when Required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the

Recipient directly to each of the following:

- A. The **DEPARTMENT** at each of the following addresses:

Florida Department of Transportation  
Dustie Moss  
District Landscape  
1074 Highway 90  
Chipley, FL, 32428

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the Number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as Revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the **DEPARTMENT** for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Dustie Moss  
District Landscape  
1074 Highway 90  
Chipley, FL, 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the **DEPARTMENT** at the following address:

Florida Department of Transportation  
Dustie Moss  
District Landscape  
1074 Highway 90  
Chipley, FL, 32428

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The **DEPARTMENT** at the following address:

Florida Department of Transportation  
Dustie Moss  
District Landscape  
1074 Highway 90  
Chipley, FL, 32428

- B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- A. The **DEPARTMENT** at the following address:

Florida Department of Transportation  
Dustie Moss  
District Landscape  
1074 Highway 90  
Chipley, FL, 32428

5. Any reports, management letter, or other information required to be submitted to the **DEPARTMENT** pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental Entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five (5) years from the date the audit report is issued, and shall

allow the **DEPARTMENT**, or its designee, CFO, or Auditor General access to such records upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the **DEPARTMENT**.

*The remainder of this page intentionally left blank*

IN WITNESS WHEREOF, the **CITY** has caused this Agreement to be executed in its behalf this \_\_\_\_ day of \_\_\_\_\_, 2016, by the CITY Official, authorized to enter into and execute same by the CITY Council by Resolution Number \_\_\_\_\_ of the Council on the \_\_\_\_ day of \_\_\_\_\_, 2016, and the **DEPARTMENT** has executed this Agreement through its Director of Transportation Development for District Three, Florida Department of Transportation, on the date set forth below.

**CITY OF PORT ST. JOE, GULF COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DIRECTOR OF  
TRANSPORTATION  
DEVELOPMENT  
DATE: \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
OFFICE OF GENERAL COUNSEL

**Exhibit "A"**  
**SCOPE OF SERVICES**

**FPID: 438161-1-58-01**

**CITY OF PORT ST. JOE, Florida Landscape Beautification Project**

**Project Description:** Landscaping and irrigation along State Road 30 (US 98) from Avenue D to West of CR 382 Industrial Road, Phase IV, City of Port St. Joe, Florida.

**Irrigation:** Irrigation locations will include the necessary water-main extensions, timer and meter installation at each site. The City's existing water distribution system is currently located in close proximity to the site.

**Landscape:** Although the City does not know, at this time, the exact layout of the proposed landscaping, upon award the City will consult a landscape architect to design the proposed improvements. The final design will be provided to FDOT for final approval prior to installation.

**Maintenance Plan:** City will comply with the maintenance requirements as are set forth in the Landscape Care Guide.

**Summary:** The proposed project will beautify the roadway along SR 30 (US 98) from Avenue D to West of CR 382 Industrial Road. This is the final phase of construction of the project.

**Total FDOT Portion Estimate = \$32,171.50**

***The project design, set-backs, tree heights, etc. are subject to change pending FDOT design approval. Proposed plantings are also subject to change during construction based on availability, and are subject to FDOT approval.***

**EXHIBIT "B"**

**FPID: 438161-1-58-01**

The CITY shall comply with all requirements of Florida Statute 344.044 and Department specifications and guidelines in constructing the before mentioned project.

FEDERAL RESOURCES Not Applicable to this agreement

STATE RESOURCES (CSFA 55.023)

Florida Department of Transportation Florida Statute 344.044

Landscape Grant Amount **\$32,171.50**

Compliance Requirements

1. Project and/or material must be competitively bid.
2. Per Florida Statute 334.044 (26), to the extent practical, 50 percent of the funds shall be used for large plant materials.
3. CITY agrees to maintain project in perpetuity.
4. Funds are to be expended for construction only.
5. Plants must be purchased from FL based nursery stocks.

Matching Resources for Federal Programs Not Applicable to this agreement

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit "B" be provided to the recipient.**



48 PIXELS HIGH CAPABILITIES

37.8"

THIS SIGN IS CAPABLE OF DISPLAYING 5 ROWS OF 5.8' TEXT

TekStar-Full Color  
20mm 48 x 112  
CABINET SIZE: 6'x8'

**45**  
Years  
EXPERIENCE

<p>Header Vinyl: Bristol Blue Text Color: White Cowling Text Vinyl:</p>	<p>Paint Color: white Draft: White SIGN DESIGN #</p>	<p>Approved as shown</p> <p>Date _____ Approved with listed changes _____ Date _____</p>
<p><b>GRAPHICS DISCLAIMER:</b> This custom artwork is not intended to provide an exact match between ink, vinyl, paint, or LED color. Brickwork, masonry and landscaping is not included in the proposal. Measurements shown are approximations; dimensions of final product may vary. LED images shown are simulated to replicate optimum viewing distance. Sign is designed to be illuminated at all times. Sketches are based off of this premise.</p>		

1/2"=1  
Sk: 867574-4 a  
Cust: 3004665  
1/11/2016  
L kCarlin  
PROPOSAL

**ORIGINAL DESIGN DO NOT DUPLICATE**

PH. 1-800-237-3928 - FAX 1-800-485-4280





Gulf County Tourist Development Council  
 150 Capt. Fred's Place  
 Port St. Joe, FL 32456

Consultant:  
 Kimberly Carlin, x243  
 kcarlin@stewartsigns.com  
 Direct Fax:  
 Customer ID: 3004665  
 Quote #: 867574 / 4  
 Quoted: 1/11/2016

Attn: Crystal Follin  
 850-229-7802

DESCRIPTION	
6'x 8' Single Sided 20mm TekStar, 48x 112 Full Color LED Display with 12" Deep, Hinged Extruded Aluminum Cabinet and Thermoformed Makroton SL Face Decorated on Inside Surface with 3M Vinyl Graphics	
Face / Cabinet Details	
TekStar Modular Inner LED Cabinet, 20mm Full Color 48x112	Header Area Decorated with Internal Photo-Real Graphics
Electrical Information	
Vertical Lamp Illumination with Electronic Ballast(s) LED Communication Method: Short-range Wireless connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet* between antennas.	One 20 Amp Circuit, 240 Volts, Max Draw: 8.7 Amps DayStar Controller and DayStar Media Software Included
Structural Details	
Mount Style: Dual Leg Mount Leg Height: 5 Ft 0 in Overall Sign Height: 11 Ft 0 in	Customized Mount Size: Leg Width: 7 Ft 0 in Minimum Wind Load Rating: 140mph, Exposure C
Miscellaneous Items	
26"x8" Changeable Letter Cabinet	Sealed Engineered Drawings
*** Review Custom Artwork for Text, Graphic and Layout Details ***	
I.D. Cabinet: White Mount: White	Draft: White
Special Instructions: Additional Freight \$1036	Investment: \$19,023.00 Special Price: \$18,523.00 Unless otherwise noted in Special Instructions, these prices are valid for 60 days. Freight, storage, other freight services and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order. Shipping Terms: F.O.B. Origin Payment Terms: 50% Down, Balance due 10 days after shipment

Stewart Signs • 2201 Cantu Court • Suite 215 • Sarasota, FL 34232-6255  
 Phone: (800) 237-3928 Fax: (800) 485-4280 Web: www.stewartsigns.com Tax ID: 20-5076284  
 Rev. N W1004FL833 Last Printed: 1/12/2016 9:08:46AM

Your Consultant: Kimberly Carlin (800) 237-3928, x243	Customer ID: 3004665	Quote Number: 867574 / 4	Date Quoted: 1/11/2016
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Customer's Authorized Signature \_\_\_\_\_  
 \_\_\_\_\_  
 1/12/2016

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February 5, 2016

Mr. Jim Anderson, City Manager  
City of Port St. Joe  
P. O. Box 278  
Port St. Joe, FL 32457

RE: Request for Waiver of Centennial Building Rental Fee  
Forgotten Coast Warrior Weekend

Dear Mr. Anderson:

The Executive Committee for the Forgotten Coast Warrior Weekend respectfully requests the City of Port St. Joe waive the rental fee for the use of the Centennial Building from May 10 to May 14, 2016.

The Forgotten Coast Warrior Weekend Committee would like to host a banquet on May 12, 2016, (Thursday) to honor our Warriors and their caretakers. The additional days requested will allow our decorating committee time to set up prior to and clean up after the event. The FCWW has been a huge success in the past and as a "Not for Profit" organization we need to keep the expenses as low as possible. The FCWW committee will ensure the building and premises are cleaned and returned to satisfactory condition after the event.

The City of Port St. Joe has been a great supporter of this event in the past and we would appreciate your help again for 2016.

If you have any questions or concerns, please contact me at 850-227-4082.

Respectfully,

Kenny Wood  
Committee Chairman FCWW 2016

**Code Enforcement 2016 Activity  
As of 2/10/2016**

	Open	Closed	Total	Increase
Unlawful Accumulation	64	5	69	4
Substandard Structure	6		6	
Abandoned Vehicle	9	1	10	1
Unlawful Sewer	0	1	1	
Land regulation Violation	6	11	17	
Business Lic. Violation				
Special Master Hearings				
Building Demolition	3		3	
Waste Violation	28	55	83	19
Sign Violation	1	30	31	12
<b>Total</b>	<b>117</b>	<b>103</b>	<b>220</b>	<b>36</b>